

“Provision of Mobile Charging Points and other associated electrical works during POH in C&W Workshop, Alambagh, Lucknow”

START OF TENDER DOCUMENT

TOP SHEET



NORTHERN RAILWAY

TENDER No: Elect/W/AMV/223/2026-27

Name of Work: “Provision of Mobile Charging Points and other associated electrical works during POH in C&W Workshop, Alambagh, Lucknow”

Approx .Cost of work: Rs. 1,61,80,914.72

Earnest Money: Rs. 3,23,600/-

Last Date & Time of Submission: 17.06.2026 up-to 15.00 Hrs.

**DY. Chief Electrical Engineer/W
N. Rly., C&W Workshop, AMV, Lucknow**

“Provision of Mobile Charging Points and other associated electrical works during POH in C&W Workshop, Alambagh, Lucknow”

e-TENDER NOTICE

Dy.Chief Electrical Engineer, Northern Railway, C&W Shops, Alambagh, Lucknow for & on behalf of President of India invites sealed tender on the prescribed for the work detailed.

1	Tender No.	ELECT/W/AMV/223/2026-27
2	Name of Work	“Provision of Mobile Charging Points and other associated electrical works during POH in C&W Workshop, Alambagh, Lucknow”
3	Approx. Cost of the work (Licensing Fees)	Rs. 1,61,80,914.72 (Rupees One Crore Sixty One Lacks Eighty Thousand Nine Hundred Fourteen and Paise Seven-Two Only)
4	Earnest Money	Rs. 3,23,600/- (Rs. Three Lacks Twenty Three Thousand Six Hundred Only)
5	Cost of Tender form	Nil (As per GCC-2022 or latest)
6	Address of the office from where the form can purchased	Office of the Dy. Chief Electrical Engineer(W), N.Railway, C&W Workshop, Alambagh, Lucknow.
7	Period of Completion (Duration of Work)	12 Months
8	Validity of offer	60 Days.
9	Date & Time of submission of Tender	Up to 15:00 Hrs. on 17.06.2026
10	Date, time & place of opening	15.00 Hrs. on 17.06.2026 at the Office of the DY. Chief Electrical Engineer (W) Alambagh, Lucknow- 226005
11	Type of tender	Open e-tender using IREPS
12	Total no. pages of Tender documents	1 to 40
13	GST Compliance	All the Tenderers should ensure that they are GST Compliant and their quoted tax structure/rates are as per GST Law. [Railway Board’s Letter No. 2017/CE-I/CT/4/GST Dated: 23.06.2017(available on Internet) is applicable in this works tender.]

Note:

1. The tenderer/s must be registered on the Indian Railway E-Procurement system (IREPS) site i.e. www.ireps.gov.in for participating in the e-tender system.
2. The tender may be submitted/upload tender on the website: www.ireps.gov.in
3. For all terms & conditions please refer tender document.
4. No manual offer is acceptable.
5. Payment of earnest money deposit (EMD) in respect of e-tendering, will be accepted through net banking or payment gateway only.
6. This tender complies with Public Procurement Policy Order 2017 dated 15.06.2017.
7. Tenderer are advised to upload all relevant documents. No post tender correspondence for submission of additional documents shall be entertained.

Tender Notice No.: Elect/W/AMV/223/2026-27

Dated: 26.05.2026

“Provision of Mobile Charging Points and other associated electrical works during POH in C&W Workshop, Alambagh, Lucknow”

Instructions for filling the Tender Form:

The tenderer must read, understand and follow the instruction as given below.

1. Incomplete tenders shall summarily rejected.
2. Manual offers are not allowed against this tender & any such manual offers received, shall be summarily rejected.
3. Contractors are allowed to make payment against this tender towards tender document & earnest money only through on line payment modes available on IREPS portal like NET banking, Debit cards etc., if applicable/required.
Note: Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ shall be exempted from payment of Bid Security as per GCC-2022 or latest.
4. Manual payment through Demand draft, Bankers Cheque, deposit receipt, FDR etc. are not allowed.
5. Tenderers are requested to view the www.ireps.gov.in website regularly so that if any corrigendum is being issued the same is incorporated by the tenderer before filling the tender.
6. The authorized signatory of the firm must sign with stamp on every page of the completed tender form and any additional documents attached to the tender.
7. Proof of address may be submitted as a part of the tender document. These could include telephone bill, electricity bill, credit card statement, ration card, verified postal address clearly bearing the name of tenderer and the address.
8. Performa for **Statement of Deviations** of Tender Document.
9. It is mandatory for the tenderer to fill the following forms, signed and uploaded:
 - a. Details Regarding Nature of Firm of Tender Document.
 - b. MANDATE FORM of Tender Document.
10. **Details to be filled in by tenderer while submitting their offer.**

1.	Constitution of the Firm/concern (Tick as applicable)	Sole Proprietorship/ partnership Firm/ Company /JV /Society
2.	Full names of sole Proprietorship/Partnership firm/Company/ JV/Society (as the case may be)	
3.	Year of formation/ incorporation	
4.	If firm is Micro and Small Enterprises registered – a. Registered from (body approved by Ministry of MSME) b. Registration No. c. Terminal validity up to (for similar service contracts)	
5.	PAN No. (please attach copy also)	
6.	GSTIN No. (please attach copy also)	
7.	Registered Office Address	
8.	Address on which correspondence regarding this tender should be done	
9.	Names of the proprietor /partners/JV members etc.	
10.	Mobile No. (Compulsory)	
11.	E-mail ID (Compulsory)	

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**NORTHERN RAILWAY
TENDER FORM (First Sheet)**

Name of Work: “Provision of Mobile Charging Points and other associated electrical works during POH in C&W Workshop, Alambagh, Lucknow”

The President of India,
Acting through
Dy. Chief Electrical Engineer (W),
Northern Railway, C&W Workshop,
Alambagh, Lucknow

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our “Bid Security”. I/We offer to do the work for _____ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions / Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - a. I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - b. I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - c. I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Start-up firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid up to (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is Withand hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and Indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

(1) _____

(2) _____

Signature of Tenderer (s)

Date _____

Address of the Tenderer (s)

“Provision of Mobile Charging Points and other associated electrical works during POH in C&W Workshop, Alambagh, Lucknow”

Details Regarding Nature of Firm:

1. Fill the following column :

IREPS Registration No.	
Whether the firm is partnership firm	
Whether the partnership deed and power of attorney have been furnished with tender:	
When was the partnership constituted and deed executed:	

2. Our Bankers are:

- i.....
- ii.....

3. Address of the firm -----

Tele. No.
Fax.....
Mobile No.

4. The names of the partners of our firms are

- i.....
- ii.....
- iii.....

5. Name of the partner of the Firm authorized to sign

- i.....
- ii.....

6. Name of the persons with Power of Attorney to sign the Contract

- i.....
- ii.....

Yours faithfully
(Signature and seal of the Contractor)

Signature and address of witnesses:

“Provision of Mobile Charging Points and other associated electrical works during POH in C&W Workshop, Alambagh, Lucknow”

OFFER FORM

To,
The President of India,
Acting through
Office of the Dy. Chief Electrical Engineer (W),
Northern Railway, C&W Workshop,
Alambagh, Lucknow- 226005

I/We Hereby certify that we are established firm/contractors having registration for undertaking this type of works. We hereby offer the rates of work.

Name of Work: “Provision of Mobile Charging Points and other associated electrical works during POH in C&W Workshop, Alambagh, Lucknow”

Schedule of Rate:

S. No	Description of work	Unit	Qty	Unit Rate (in Rs.)	Total amount (in Rs.)
1.	Supply, fixing, testing and commissioning of mobile charging sockets (both Snap & Screw type as per site requirement of brand SSK (EL series),SKS, Crabtree & Record. Brand and model should exactly be the same as existing SPA to ensure similarity and as per approval of railway engineer.	Nos	8000	214.00	1712000.00
2.	Supply, fixing, testing and commissioning of outer covers of brand SSK, SKS, Record & Crabtree as per requirement.				
2.1	For 2 Module	Nos	100	201.00	20100.00
2.2	For 3 Module	Nos	1500	226.00	339000.00
2.3	For 4/5 Module	Nos	1700	284.00	482800.00
2.4	For 6 Module	Nos	1700	363.00	617100.00
2.5	For 7 / 8 Module	Nos	1500	477.00	715500.00
3	Fitment, Testing and commissioning of LED lights fittings.	Coach Set	200	78.12	15624.00
4	Supply, Fixing, Testing and commissioning of EFT also securing / maintaining base for the same if required)	Nos	200	327.80	65560.00
5	Opening and Closing of all junction boxes in under gear of the coaches including Cutting, Welding, Making lock arrangement, Clamps etc in AC coaches.	Coach Set	200	41300.0	8260000.00
6	Supply, Fitment, Testing and Commissioning of Junction Boxes cover in under gear of Non-AC coaches (ICF).	Coach Set	200	5015.00	1003000.00
7	Supply, Testing and commissioning of Emergency Test push button along with clamp.	Nos	500	251.38	125690.00
8	Supply, Fitment, Testing and Commissioning of PMA conduit End Seal rings of ZS couplers of LHB coaches	Nos	100	7375.00	737500.00
9	Supply, Testing and commissioning of MCBs.				
9.1	DC MCB DP 6 Amp	Nos	150	530.00	79500.00
9.2	DC MCB DP 10 Amp	Nos	500	530.00	265000.00
9.3	DC MCB DP 16 Amp	Nos	200	660.00	132000.00
9.4	AC MCB 3 Pole 16 Amp	Nos	50	765.00	38250.00
9.5	AC MCB 4 Pole 25 Amp	Nos	200	1840.00	368000.00
10	Supply, Fixing and Commissioning of MCB comb bus	Coach	60	2596.00	155760.00

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	bar Fork type for shorting insulated copper DP / TP up to 63 Amps as per site requirement.	Set			
11	Supply, Fixing and Commissioning of Cage clamp suitable for LHB Coaches as per drawing SKED 933 & 934 or latest (RCF CAI No: ED/CAI/026) as per site requirement.	Coach Set	12	40120.00	481440.00
12	Provision of Stickers.				
12.1	Supply and Fitment of high quality stickers for Mobile indication switch as per site requirement	Coach Set	144	646.38	93078.72
12.2	Supply and Commissioning of High quality stickers for night light fittings with bearth indication as per site requirement.	Coach Set	600	790.02	474012.00
Grand Total Including GST.....					1,61,80,914.72

Total (in Figure)	Rs. 1,61,80,914.72
Total (in Words)	(Rupees One Crore Sixty One Lacks Eighty Thousand Nine Hundred Fourteen and Paise Seven-Two Only)

S. No.	Total Cost as per Estimate	%age Rate ABOVE/BELOW/AT PAR (In figures and in Words) ON ESTIMATED COST (To be quoted by the tenderer)
1	Rs. 1,61,80,914.72	Rates are to be quoted online (Not on this page)

Note:

1. The rates shall be quoted including of all taxes, freight, labour etc.
2. All the tenderers should ensure that they are GST Compliant and their quoted tax structure / rates are as per GST Law. The above estimated cost is inclusive of GST.
3. Firm has to follow the compliance of Railway Board Letter No 2022/CE-1/CT/GCC-2022/Policy dated 21.12.2023 or latest.
4. **Rates should be quoted inclusive of all taxes, GST, freight, duties etc.**
 - a. Being GST has been implemented; therefore procedure regarding GST component is mentioned below:
 - (i) The on account/final contract certificate shall be prepared by the Railway on the basis of quantity of work executed and agreemental rates, duly segregating the GST component as detailed in (ii) below.
 - (ii) Since the agreemental rates of contracts are inclusive of all taxes as per clause-37 of GCC-2022 or latest, the calculation of ‘Gross amount’ in the ‘On account/final contract certificate’ shall be done as under:
Let Z = Gross amount of work executed on the basis of quantum of work executed and agreemental rates.
X = Amount of work executed excluding GST amount.
Y = GST amount as per applicable GST rate for that goods/service code.
R = Percentage rate of GST for that goods/service code.
Then, $Z = X + Y$, $Y = X \cdot R / 100$
 - b.
 - (i) Once the ‘on account/final contract certificate’ is prepared by railway and communicated to contractor, the contractor shall submit invoice (bill) on his letter head duly segregating the ‘Amount of work executed excluding GST amount’ and GST amount (i.e. “X” & “Y” as mentioned above) along with Invoice No. and all other details required under GST act.
 - (ii) In case contractor is liable to be registered under GST Act, Railway shall pay to the contractor ‘Gross amount of work executed (i.e. “Z” as mentioned above) duly deducting all other leviable taxes like Income Tax, Labour Cess, Royalty etc. as applicable. Contractor shall be liable to pay ‘GST amount’ to respective authority himself.

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- (iii) In case contractor is not liable to be registered under GST Act, contractor shall be paid amount of work executed excluding GST amount” (i.e. “X” as mentioned above) duly deducting all other leviable taxes like Income Tax, labour cess, royalty etc as applicable.
 - (iv) In case any need arises to modify the Invoice due to any reason, contractor shall submit amended fresh Invoice for processing the payment.
5. All the standard Govt, deductions i.e. Income Tax will be deducted from bill as applicable at the time of payment.
6. Offer valid for the period from the date of opening tender: -

(In figures): 60 Days.
(In words): Sixty Days.

(Signature of the Tenderer with seal)

Name:

Designation:

Address:

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TECHNICAL SPECIFICATIONS & TERMS & CONDITIONS

Name of work : “Provision of Mobile Charging Points and other associated electrical works during POH in C&W Workshop, Alambagh, Lucknow”

All the works shall be carried out in general in accordance with relevant IS code of practice and IE rule in practice in accordance with special conditions of contract specifications. Also the work shall be in consonance with the code of practice for prevention of fire in AC coaches as per RDSO spec no RDSO/PE/0/0008-2005(Rev 0) or latest and for Non AC Coaches as per spec no EL/TL/56-1992 or latest.

General:

These explanatory notes are for guidance of field staff. Engineer in-charge will be responsible for successful execution of work as per latest technical specifications.

- i. All minor items viz. PPE kit, all T & P, consumable items etc shall be deemed to have been included in the scope of work for said tender, whether such items are specifically mentioned in the tender documents or not.
- ii. The work shall be carried out under the supervision of the Railway Engineer.
- iii. Prior approval of all makes need to be taken from Dy. CEE/AMV or his authorized representative before supply of material/items as mentioned in schedule of work.
- iv. The tenderer must inspect the site thoroughly before quoting rates, later on no claim shall be accepted.

SCOPE OF WORK: The following work need to be performed as per standards under supervision of site engineer

1. **Schedule Item 1 :** Supply, fixing, testing and commissioning of mobile charging sockets (both Snap & Screw type) (as per EDML Spec of RCF) as per item No 16 of RCF drawing No LW 74202, Alt-F or latest complete in all respect as per site requirement. Socket shall be powder coated steel /GI without powder coated base plate of minimum thickness 1.0 mm with M3 screws with nut and spring washers / snap fit modular type with inserted molded metal frame in fire retardant polycarbonate plate.
 - a. 3 pin sockets shall be interchangeable individually with same existing makes of switches and 5 pin sockets.
 - b. 3-pin mobile charging sockets without locking arrangement / shutter shall be provided,
 - c. Wiring for switch, socket and fuse connectivity to be provided with 1.5 mm e- beam cable.
 - d. Prototype sample shall be got validated before commencing supply.
 - e. Make: SSK (EL series), SKS, Crabtree & Record.
2. **Schedule Item 2:** Supply, fixing, testing and commissioning of outer covers of various types to be made confirming to RCF specification EDML-237, Rev.-'Nil' or latest complete in all respect as per site requirement under the supervision of site engineer. Cover frame of the switch plate assembly shall be of white colour of same make / model as of existing switch plate assemblies so as they are comfortable fitted on them. Make: SSK (EL series), SKS, Crabtree, Record.
3. **Schedule Item 3:** Fixing, Testing and commissioning of various LED lights fittings along with all associated accessories i.e nut bolts, jointer / WAGO connectors etc to be made as per RDSO Specification No. RDSO/PE/SPECTL/0091-2026 (Rev. 2) or latest as per site requirement under the supervision of site engineer. The earthing of all lights need to be ensured at the time of commissioning.
4. **Schedule Item 4:** Supply, Fixing, Testing and Commissioning of EFT complete in all respect along with all associated accessories to be made as per drawing No IRSEA 214 / and GS-7.1-5-004 or latest as per site requirement. Firm has to purchase EFT from approved source of railway. The required base strengthened before installation and all connections along with the required CU lug to be supplied by firm
5. **Schedule Item No-5 :** Opening, Cleaning and Closing of all junction boxes in under gear of the coaches including Cutting, Welding, Making lock arrangement, Clamps etc complete in all respect to be done on pit / during lifting of coach. The MS cover of Min 2 mm thickness and Hinges of 3 Inches has to be provided by firm as per site requirement under the supervision of site engineer.

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6. **Schedule Item No-6** : Supply, Fitment, Testing and Commissioning of Junction Boxes cover in undergear of Non-AC coaches to be done as per site requirement and standard practice laid down. The MS cover of Min 2 mm thickness and Hinges of 3 Inches has to be provided by firm as per site requirement under the supervision of site engineer.
7. **Schedule Item No-7** : Supply, fixing, testing and commissioning of AEL push button with NC switch with base including all connections to be made as per standards and suitable for fitment as per site requirement under the instructions of inspection in charge. Prior approval of material by Dy. CEE or his authorized representative is required before fitment.
8. **Schedule Item No-8** : Supply, fixing, testing and commissioning of PMA conduit End Seal rings of ZS couplers of LHB coaches to be done confirming to RDSO specification No: RDSO/PE/SPEC/AC/0177 (Rev.0)-2013 or latest complete in all respect as per site requirement under the supervision of site engineer.
9. **Schedule Item No-9** : Supply, Testing and commissioning of Various MCBs be done confirming to RDSO specification No: RDSO/PE/SPEC/AC/0184-2015 or latest complete in all respect as per site requirement under the supervision of site engineer. Note: Firm has to purchase material from OEM as per latest vendor list of RDSO/ICF/RCF or his authorised dealer and invoice for the same need to be submitted at The time of payment.
10. **Schedule Item No-10** : Supply, Fixing and Commissioning of MCB comb bus bar Fork type for shorting insulated copper DP / TP up to 63 Amps including all associated accessories be done confirming to RDSO specification No: RDSO/PE/SPEC/TL/0195–2019 (Rev.0) or latest as per site requirement under the supervision of site engineer
11. **Schedule Item No 11** : Supply and Fitment of high quality stickers with good pasting to be made as per scope of work. Stickers should be highly legible /readable. Fonts & colors should be as per site requirement under the instructions of the site engineer. Prior approval of stickers by Dy. CEE or his authorized representative is required before fitment.

Note:

1. **Penalty:**

- i. Authorized person nominated by Rly. Administration will have full power to stop the work & impose an “on the spot penalty” of Rs.5,000/- for each incongruity / offence or actual cost of damage / irregularity whichever is higher inclusive of damage of Rly. Property which is noticed during the execution of work.
- ii. Penalty of Rs. 5,000/-per instance will be imposed for poor workmanship or if work done by the contractor is not up to satisfaction according to the specifications & terms and conditions of the contract. If during inspection of coach, it has been found that work is not done as per mentioned guidelines / standards, this penalty will be imposed.
- iii. If the contractor is unable to complete the job within the allotted time as decided by Dy. CEE/AMV or his authorised representative or site engineer. Penalty of Rs. 5,000/- for each default will be levied on contractor.

Inspection:

1. Schedule item No 1, 2.4, 2.5, 6 & 8 of tender document will be inspected by RITES or as decided by competent authority i.e. Dy. CEE/AMV.
2. Other schedule items of the tender document to be inspected by AWEE / AMV and SSE authorized by Dy. CEE/AMV at any stage during working. The items shall comply with the specifications as laid down against them.

Guarantee: The contractor shall guarantee for **24 months** from the date of commissioning or **30 Months** from date of supply whichever is earlier. However the accidental damages and incidents due to theft of material will not be included in guarantee.

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Special Conditions of Contract:

1. **Tenderer Must submit / upload copy of valid A-Class Electrical Contractor License issued by any state government in the name of firm as mandatory with the tender/offer, without submission of valid Electrical License the offer will be summarily rejected.**
2. **Eligibility Qualification criteria to be Satisfied:** Credentials & Qualifying Criteria: Technical and financial eligibility of the Individual / Proprietor firm / partnership firm / company shall be adjudged based on satisfactory fulfillment of the following criteria: The interested tenderer should have completed same type of work or similar nature of Work.
Similar nature of work defined as under:

“The firm should have carried out electrical works in AC coaches / Non AC coaches / Locomotives / EMUs”

OR

“The firm should be RDSO / RCF / ICF approved manufacturer of RMPU / Power Panel / AC control panel / Inverters / Electronic Ballast / Emergency Lights used for Air conditioned coaches, Non-AC coaches & power cars who have undertaken repair / Annual maintenance contract of respective items over Indian railways”

Note: Without fulfilment of similar nature of work tender will be similarly rejected.

The minimum technical eligibility criteria are detailed below. Without fulfilling the following eligibility criteria, offer will be summarily rejected and treated as invalid.

Technical Eligibility Criteria

- a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - i. Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - ii. Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - iii. One similar work costing not less than the amount equal to 60% of advertised value of the tender.
- b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - i. Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
 - ii. Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
 - iii. One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

Note for b (1): Separate completed works of minimum required values shall also be considered for fulfilment of technical eligibility criteria for different components.

(b) (2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contract or through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:

The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.

Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.

In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing.

Note :

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or V whichever is less; where

V= Advertised value of the tender in crores of Rupees

N= Number of years prescribed for completion of work for which bids have been invited.

The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

The tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

Annexure –VIB of GCC 2022

Each Bidder or each member of a JV must fill in this form separately:

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rates	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

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- A. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous Year is yet to be prepared / audited, the audited balance sheet of the fourth previous year shall be Considered for calculating average annual contractual turnover.
- B. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
- C. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports. _____

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

Note: Bid Capacity: The tender/technical bid will be evaluated based on bid capacity detailed as in Annexure-VI of GCC-2022 for applicable cases.

3. **Machinery and Plants:**

The tenderer will submit with the tender a list of required machinery and tools along with necessary documents to establish the ownership / hiring, which have to be arranged by contractor for this work.

4. **Credentials:**

The tenderer should be well established, experienced, reputed with a credibility to carry the work, in the govt., semi govt., state govt., PSU etc. Certificate to this effect, along with performance report if any may be enclosed.

5. **Organization:**

A list of personnel, technical and otherwise, as available on hand and as proposed to be engaged for the subject work will be submitted with the tender.

6. **Inspection:**

Material inspection will be done as per inspection clause of tender document. However, the Stage inspection at working site will be carried out by the AWEE / AMV & SSE authorised by Dy. CEE/AMV at any stage during working.

7. **Guarantee Period:** The contractor shall guarantee for **24 months** from the date of commissioning or **30 Months** from date of supply whichever is earlier. However the accidental damages and incidents due to theft of material will not be included in guarantee.

8. Before the start of the work, the tenderer will give a list of his workers who will execute the work with ID card as per Performa enclosed.

9. Contractor should provide uniforms, masks, gloves and safety shoes for their staff deputed in the workshop at his own cost.

10. ***The Contractor will be responsible for safety of his staff. Railway will not be responsible for any injury/death happened to staff due to breach of safety norms of the workshop.***

11. All safety and security rules prevailing at the place of work shall be followed by the working staff / service engineers of the contractor.

12. The contractor shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or on leave.

13. The contractor shall ensure that his staff does not spread filth / litter around working area and it shall be the duty of the staff to maintain cleanliness of the area.

14. The contractor shall use manual handling equipments and suitable tools at his own cost for safely execution of work.

15. Backup of critical machinery, tools etc should be maintained to ensure un-interrupted attention. Breakdown of such items should be reported to nominated authorized representative immediately.

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16. *Contractor shall be solely responsible for the safety of all the men and equipment of the firm. Railways will not be responsible on this account in any manner.*
17. The Railway will not be responsible for any injury/death occurred to contractor's labour engaged in the said work. No claim in this regard from contractor will be accepted. All expenses occurred, if any, shall be borne by the contractor only.
18. The contractor shall be responsible for the good conduct and behavior of his/her employees. If any employee of the contractor is found misbehaving with the supervisory staff or any other staff member, the contractor shall terminate the services of such employees at their own risk and responsibility on the recommendation of the nominated inspection in charge. The contractor shall issue necessary instruction to their employees to act upon the instructions given by nominated inspection in charge.
19. Before submission of the offer the tenderer can visit the site for survey and examine the exact nature, working conditions and quantum of work.
20. Railway reserves the rights to reject / accept / modify, the whole or part of the offer.
21. Railway Administration reserves the right to consider / cancel the all or any one of the part at any stage without assigning any reason. Administration's decision will be final and binding.
22. All decisions on behalf of the Railway Administration will be taken by Dy.CEE (W) / AMV or his authorized representative and shall be final and binding on the contractor.
23. Authorized representative of Railway shall inspect the performance of work done by the contractor and his decision will be final in this regard. In case work done by the contractor is not found satisfactory, the contractor shall be liable to rework at his own cost. No additional payment shall be made for rework.
24. *All the clauses and sub clauses of Indian Railways Standard General Conditions of Contract- 2022 and as updated from time to time are applicable on this contract.*
25. The contractor's labours will not have any right to claim for their absorption in Railways as permanent employee.
26. The Tenderers must ensure that the conditions laid down for submission of offers detailed in the respective Para, are completely and correctly fulfilled. Tenders not complete in all respects as stipulated above may be summarily rejected.
27. If any Railway items have got damaged or broken then it should be rectified by the Contractor on his own cost otherwise suitable penalty will be imposed by Railway as decided by competent authority.
28. The Contractor shall dispose of the waste product/dust/dirty article etc. at nominated place as per instructions of site incharge.
29. Smoking is prohibited at the working area because of availability of flammable products nearby.
30. Contractor will have to issue identity cards to their workers engaged for work.
31. Contractor has to ensure the proper uniform for their workers, while working.
32. Contractor will have to follow labour laws as per extant rules.
33. No child labour will be allowed as per extent rules.
34. Contractor will have to pay minimum wages to their employees as per extent rules.
35. The day to day activity will be monitored by nominated inspection in charge.
36. The contractor must take necessary labour/staff permission for entry of his Labour/Staff before start of work. This is mandatory.

Undertaking by the tenderer for Special Conditions:

Submission of an offer against this tender using www.ireps.gov.in will mean that the tenderer has read this complete tender document and is submitting its offer using www.ireps.gov.in after having read and understood all the terms and special conditions of this tender document.

PRICES AND PAYMENT

1.1 Scope:

This chapter deals with prices to be paid to the contractor for completion of various items of work. The contractor shall be paid for completed works in accordance with accepted schedule of prices and rates, as stipulated in the tender document.

1.2 Schedule of Prices:

(a) Unit Prices For Materials, labour, job etc. –

The unit prices of materials as given in Schedule of quantities shall be inclusive of all charges including transport, loading / unloading handling all insurance premium, banker’s charges all Taxes, Duties and levies (including Octroi etc.) applicable on works contracts, etc. The unit prices given in Schedule of quantities shall include cost of Repairing and cover all cost of administration of the contract, insurance premium, bankers’ charges for guarantees, cost of storage, loading, unloading and handling of materials, and for any road transport which the Contractor may use for carriage of materials between his depot and depot/s and site of work, etc.

(b) Unit prices quoted shall be FIRM. No price variation shall be allowed, on any account.

1.3 Quantities-

The approximate estimated quantities of the works are included in Schedule of quantities and rate. However, quantities can be increased / decreased as stipulated in Tender Forms Special Conditions of Contract.

1.4 Deduction of taxes from contractor’s bills

Wherever the law makes it statutory for the purchaser to deduct any amount towards GST / Income tax on works contract, the same will be deducted and deposited with the concerned authority as per extent rule.

1.5 Payment –

Payment – [Railway Board’s Letter No. 2016/CE-I/CT/12/GST/Pt-I dated: 29.06.17 (available on internet) and other applicable instructions of Railway Board/State Government/Central Government shall also be applicable for this tender].

1.5.1 The rates finally accepted by the competent authority against the rates quoted by contractor as per schedule of items, rates & quantities shall form basis of on-account payment of various items or various items under this contract.

1.5.2 In the course of execution of various items of work under schedule of items, rates & quantities running bills payment for partly completed works will be made to contractor. Quantum of such work for payment shall be decided by Engineer In-charge whose decision shall be final & binding on contractor.

1.5.3 No ‘on account payment’ by the railway shall protect the contractor/s against or prevent the railway from recovering from the contractor/s any over payment made to him/them.

1.5.4 Final payment of the balance amount due, exclusive of the security deposit in terms of clause of these special conditions, will be made after completion of entire work and on the certification of the engineer-in charge, that work has been completed in all respects and found satisfactory. The security deposit will be refunded as per GCC-2022 or latest

1.5.5 Payment to the contractor shall be made as under:

i. Payment shall be made on **Quarterly basis** on the basis of successful completion & testing of work on the basis of actual measurement carried out by authorized representative of Engineer Incharge.

ii. No advance payment shall be made to the contractor in any circumstances.

The payment to engaged contractor’s labour should be made through bank/cheque. (Authority Rly. Board L. No. E(LL)2015/PNM/AIRF/I date 20.10.2015 or latest).

iii. The contractor shall be paid through Electronic Fund Transfer, for which advance information regarding EFT details shall be provided by the contractor.

iv. Bill raised by the contractor should be accompanied with documentary evidence of legal compliance of minimum wages, EPF, ESI & other applicable acts so that legal compliance may be ensured by the Railway before releasing contractor payment.

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- v. Part payment shall be made for the equipment duly completed, inspected and tested in all respect on contractor request.
- vi. Final/Balance payment will be paid on completion after entire ordered in all respect subject to production of completion certificate duly signed by inspection in-charge authorized by Dy.CEE (W)/Alamabgh.
- vii. All the standard deduction will be deducted from the bill as applicable at the time of payment.
- viii. The payment to engaged labour should be made through bank/cheque. Proof regarding this should be enclosed with bill.
- ix. The contractor shall raise the bill in triplicate on Quarterly basis which should be complete and correct in all respect.
- x. Bill verifying authority will be authorized representative of Dy. Chief Electrical Engineer, Northern Railway, Alambagh, Workshop, Lucknow.
- xi. The contractor shall be paid through Electronic Fund Transfer, for which advance information regarding EFT details shall be provided by the contractor.

Name of Contractor _____

Signature of Contractor _____

SAFETY RULES

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used for carrying materials as will, suitable foot-holds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than one horizontal to four vertical.
2. Scaffolding or staging more than 3.5 meters above the ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally, and where the height of the platform or the gangway or the stairway is more than 3.5 meters above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in the Para above.
4. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 meters in length while the width between side rails in swung ladder shall in no case be less than 300 mm for ladder up to and including 3.5 meters in length. For longer ladders this width should be increased by at least 20 mm for each additional meter of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sides of work shall be so stacked or placed as to cause danger for inconvenience to any persons or the public.
5. The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person. Before any demolition work is commenced and also during the process of the work.
6. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
7. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.

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8. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
9. All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned.
 - a. Workers employed on mixing asphalt materials, cement and live mortar shall be provided with protective goggles.
10. Those engaged in white washing and mixing or attacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
11. Those engaged in welding works shall be provided with welder’s protective eye sight lids.
12. Stone breakers shall be provided with protective goggle and protective clothing and seated at sufficiently safe intervals.
13. In case the contractors have to ply vehicles for the purpose connected with the contract adjacent to Railway track the Railway Administration will be at liberty to post an experienced staff as flag man for guidance of the movements such vehicles so as to prevent accidents and the contractor will bear wages including all etc. of the staff posted as flag man for the period of Contract for such periods during which such staff is posted for the purposes. The Railway Administration will be sole judge in the absolute discretion, of the fact that it is necessary to post any staff, that which of the staff will be suitable for the purpose, that what should be the wages and other allowance payable by the contractor for staff posted for the purpose. The Railway Administration will have a right without prejudice to other remedies to deduct the wages etc. of such staff from the bills of the contractor in respect of this contract or from any moneys or the contractor whatsoever available with the Railway Administration. The contractor will be liable for any over payments under Workman Compensation Act on account of any injury sustained to Railway servant during that period.
14. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
15. Use of hoisting machines and tackle including their attachment anchorage and supports shall conform the following standards or conditions:
 - a. These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
16. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects. Every Crane Driver or hoisting appliances operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffolding.
17. In case of every hoisting machine and of every cabin ring, shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked within the safe working load.
18. In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
19. In case of departmental machine the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractor’s machines, the contractor shall notify safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work, get it verified by the Electrical Engineer concerned.

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20. Motors, gearing transmission, electric wiring and the dangerous part of hoisting appliances should be provided with efficient safe guards, hoisting appliances should be provided with such means will as reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized insulating mats, wearing apparel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
21. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is use. Adequate washing facilities should be provided at or near places of work.
- 22. Precautions while working in the vicinity of track: -**
- a. When the work is required to be done along or near existing Railway track, the contractors shall take steps as are necessary for the safety of the track, labour working at site. He / They will also be required to program his/their working so as not to interfere with movement of trains. No extra payment shall be allowed for these precautions. It should be ensured that the ballast of the track is not spoiled or mixed with earth.
- b. In addition to the precautions taken by the contractors for the safety of the track and labour, it may be necessary to post flagmen in some locations as additional safety measure. The contractor(s) shall be fully responsible for any damage to or trespass caused by his/their men to surrounding structure, Railway bears no liability whatsoever on this account.
23. Notwithstanding the above clause from (1) to (14) there is nothing in these to exempt the contractor or the operation of any other act or Rule in force in the Republic of India.
24. The contractor themselves will have to issue identity cards to their labourers & supervisors who are nominated for the work, indicating contract no. place of work etc.

General Conditions of Contract

1. Special Note to Tenderer :

- (i) General conditions of contract (GCC) with amended / Corrected up to correction slip are available online and can also be seen in the office of Dy.CEE (W)/ Alambagh /LKO and may be obtained from the office if required during execution of tender. In case any dispute arises in between contractor & consignee, General Condition of Contract 2022 with its amendments issued time to time by the Railway shall apply.
- (ii) Tenderer should submit online scanned copy of credentials, eligibility criteria, experience certificates, M&P's etc as required.
- (iii) If any discrepancy in between GCC & Special condition then special condition shall be followed by over ruling GCC.

2. Conditions of contract:

The conditions of contract mentioned in this document are applicable as per the following:

- (i) General Conditions of Contracts (GCC-2022 or latest) of Indian Railways.

3. Tender Document:

The tenderer should carefully read all the conditions about the nature of work involved. *Deviations if any should be filled along with the offer.*

4. Validity of offer:

The offer given by the firm shall be valid for a minimum period of **60 days** from the date of opening of the tender.

5. System of Verification of Tenderers credentials:

Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.

For the Works Tenders, it has been decided to adopt the certificate-based system of credential verification (As per Railway Board letter no. 2018/CE-I/CT/37/GCC/Policy Dt: 12.05.2020 or laest). The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials,

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submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as **“documents supporting the claim of qualifying the laid down eligibility criteria”**, will be considered for evaluating his/their tender. The system shall be applicable once it is made operational in IREPS.

6. Describing the qualification and eligibility criteria:

“The Tenderers shall submit a copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder as per Annexure V of GCC 2022 (enclosed as Annexure-A in Tender document). Further, it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which he/they is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.”

With the submission of the certificate as mentioned above, the practice of verification of Tenderer’s documents by the Railways may be dispensed with. Following clause is also applicable.

- a) *The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of the railway there under.*
- b) *In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business for a period of up to Two year as per GCC-2022 with amended time to time.*
- c) *In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to TWO years as per GCC-2022 with amended time to time.*

7. Rejection of Tender:

Tender will be liable to be rejected outright if:-

- No manual offer is acceptable.
- Not accompanied with requisite earnest money in acceptable form.
- The tenderer deliberately gives / give wrong information in his / their tender creates / create circumstances for the acceptance of his / their tender.
- The Railway reserves the right to reject such tender at any stage.

8. Sub-contracting:

Assignment or Subletting of Contract: The Contractor shall not assign or sublet the Contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:

- a)
 - (i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.
 - (ii) The subcontractor shall have successfully completed at least one work similar to Work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years through a works

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contract directly given to him by a Govt. Department; or by a Public listed company having average annual turnover of Rs 500 Crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorized by the Public Listed Company to issue such certificates.

Note: for subletting of work costing up to Rs 50 lakh no previous work experience shall be asked for by the Railway.

In case contractor submits subcontractor’s work experience certificate issued by public listed company, the contractor shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

(iii) There is no banning of business with the sub-contractor in force over IR.

- b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
- c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor’s work.
- e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.
- f) The Contractor shall indemnify railway against any claim of subcontractor.
- g) The Contractor shall Endeavour to resolve all matters and payments amicably and speedily with the subcontractor.
- h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.
- i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- j) Further, in case Engineer is of the view that subcontractor’s performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as ‘excepted matter’ (matter not arbitrable).
- k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

9. Assistance by Railway for the Stores to be obtained by the Contractor:

Owing to Difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway may have agreed without any liability therefore to Endeavour to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the Tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material, the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of works including employment of labour and the Railway shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non-supply.

10. Railway Passes: No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.

11. Carriage of Materials: No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates there for.

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12. **Use of Ballast Trains:** N.A.
13. **Representation on Works:** The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 62 of these Conditions.
14. **Relics and Treasures:** N.A.
15. **Excavated Material:** N.A.
16. **Indemnity by Contractors:** The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
17. **Documents to be Submitted Along with Tender (Partnership Deeds, Power of Attorney etc.):**
- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / HUF etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of **PAN Card** along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- (ii) Following documents shall be submitted by the tenderer:
- a. Sole Proprietorship Firm:**
- I) An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clauses of the General Conditions of Contract 2022 or latest.
- II) All other documents in terms of explanatory notes in Para 10 (Second Sheet) of the GCC-2022 or latest.
- (b) HUF:**
- I) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- II) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause of the General Conditions of Contract.
- a. All other documents in terms of explanatory notes in Para 10 (Second Sheet) of the GCC 2022 or latest.
- (c) Partnership Firm:** The tenderer shall submit documents as mentioned in Para 18 (Second Sheet) of the GCC-2022 or latest.
- (d) Joint Venture (JV):** The tenderer shall submit documents as mentioned in Para 17 (Second Sheet) of the GCC -2022 or latest.

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- (e) **Company registered under Companies Act 2013:**
- I) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company.
 - II) A copy of Certificate of Incorporation.
 - III) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
 - IV) An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause of the General Conditions of Contract.
 - V) All other documents in terms of explanatory notes in Para 10 (Second Sheet) of the GCC-2022 or latest.
- (f) **LLP (Limited Liability Partnership):** If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:
- I) A copy of LLP Agreement
 - II) A copy of Certificate of Incorporation
 - III) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
 - IV) An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
 - V) All other documents in terms of explanatory notes in Para 10 (Second Sheet) of the GCC 2022 or latest.
- (g) **Registered Society & Registered Trust:** The tenderer shall submit:
- I) A copy of the Certificate of Registration
 - II) A copy of Deed of Formation
 - III) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
 - IV) All other documents in terms of explanatory notes in Para 10 (Second Sheet) of the GCC 2022 or latest.
 - V) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
 - VI) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway’s record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
 - VII) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.
 - VIII) The Railway will not be bound by any change in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

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Note- Explanation for Para 10 of the Tender Form (Second Sheet) of GCC-2022: Eligibility criteria:

- i. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor’s default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
- ii. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
- iii. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
- iv. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work. In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
- v. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
- vi. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- vii. In case of newly formed partnership firm, the credentials of individual partners from previous proprietary firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- viii. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- ix. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
- x. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or proprietary firm without leaving partnership firm of A&B partners.
- xi. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor. 12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any

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change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.

- xii. In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
- xiii. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
- xiv. In case company A is merged with company B, then company B would get the credentials of company A also.

18. The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender and further to deal with the tender /contract upto stage of signing the agreement except in case where such specific person is authorized for above purpose through a provision made in the partnership deed / memorandum of understanding/ article of association/ board resolution, failing which tender shall be summarily rejected.

A separate power of attorney duly stamped and authenticated by a notary public or by magistrate in favour of the specific person whether he/ they be partners of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: A Power of attorney executed and issued overseas, the document will also have to be legalized by the Indian embassy and notarized in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by the bidder from countries that have signed the Hague Lagistration Convention 1961 are not required to be legalized by the Indian embassy if it carries a conforming apostille certificate.

19. Foreign Exchange: Railway Administration will make no arrangement for making available any foreign exchange for this work, if any foreign exchange content is involved in the work.

20. Rate

- (i) **Rate to include all statutory payments and Service Tax / GST:** Rate(s) should be quoted in Indian Currency only.
- (ii) As per extent rule, 2 % Income Tax, 15% surcharge on Income Tax, 4% E/CESS on IT and Surcharge or deductions applicable at the time of payment will be deducted from the bill of the firm.
- (iii) Contractor should have Service Tax / GST registration and certificate which should be submitted along with tender. The tender should be GST compliant. The Tenderers should ensure that they are GST compliant and their quoted tax structure / rates are as per the GST law. No bills will be acceptable without GST registration, which is mandatory. Responsibility for remitting the Service tax / GST lies with the tenderer.
- (iv) Tenderers will examine the various provisions of the central Goods and Services Tax act, 2017(CGST)/Integrated Goods and Service act, 2017 (IGST)/Union Territory Goods and Service Tax act, 2017 (UTGST)/respective state’s state goods and services tax act (SGST) also, as notified by central/state govt. & as amended from time to time applicable taxes before binding. Tenderers will ensure that full benefit of input tax credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (v) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST act to railway immediately after the award of the contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (vi) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (vii) Railway Board’s Letter No. 2017/CE-I/CT/4/GST dated: 05.07.17 (available on internet) will also be applicable for this tender.

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21. Earnest Money: Firm has to deposit the EMD as applicable.

22. Performance Guarantee:

The procedure for obtaining Performance Guarantee is outlined below:

- a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

- b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5 % of the contract value as per GCC 2022 or latest:
- (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5 % below the market value;
 - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - (vi) A Deposit in the Post Office Saving Bank;
 - (vii) A Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defense Certificates;
 - (ix) Ten years Defense Deposits;
 - (x) National Defense Bonds and
 - (xi) Unit Trust Certificates at 5%below market value or at the face value whichever is less.

Also, FDR in favour of Dy. FA & CAO, C & W Workshop, Alambagh, Lucknow (free from any encumbrance) may be accepted.

- c) The Performance Guarantee shall be submitted amounting to 5 % of the contract value as per GCC 2022 or latest by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid **up to the stipulated date of completion plus 60 days** beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- d) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- e) For Performance Guarantee, the latest clause as per 16 (4) (h) of part 2 of GCC (or latest) is applicable: if a tender is accepted on quoted rates of bidder which are below the advertise value, an additional performance Guarantee shall be submitted as below:

Bid quoted in % of advertise cost	Additional Performance Guarantee (%)
Below 0 - 5% (Inclusive)	Nil
Below 5 %	5%

- f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

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- (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- (iii) The Contract being determined or rescinded under clause 62 of the GCC.

23. Security Deposit: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained / encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times

- I. **Refund of Security Deposit:** Security Deposit mentioned in sub clause above shall be returned to the Contractor along with or after, the following:
 - a. Final Payment of the Contract as per clause 51.(1) of GCC 2022 or latest **and**
 - b. Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor **and**
 - c. Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1) of GCC, in case applicable.
- II. **Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.

No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause of this clause will be payable with interest accrued thereon.

24. Signing of the Contract:

The contract shall be signed after the deposit of required PG and other related documents. The contract will be signed by Dy.CEE (W), Northern Railway, C&W Workshop, Alambagh, Lucknow or his authorized representative on behalf of Railways. The contractor must ensure that the signatory on behalf of the contractor has the requisite authority to sign. The designation of the signatory must be clearly mentioned with the signature. Once signed, the contractor shall have to comply with the terms and conditions of the contract and no plea would be acceptable regarding the signing authority of the contractor.

25. Change in constitution of the contractor:

The cancellation of any documents such as of power of attorney, partnership deed, should be forthwith communicated by the contractor to the Railway Administration in writing, failing which the Railway Administration shall have no responsibility or liability for an action taken on the strength of the said

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documents. If tenderer expires after submission of his tender or after the acceptance of his tender, the Railway deems such tender as cancelled.

If a partner of the firm expires after the submission of their tender or after the acceptance of their tender the railway shall deem such tender as cancelled, unless the firm retains its character. If the contractor's firm is dissolved on account of death or retirement of any partner any reason what so ever before fully completing the whole work or by any part of it undertaken by the principal amendment, the partner shall remain jointly save rally and personally liable to complete the whole work to the satisfaction of the Railway and pay compensation for loss sustained if any by the Railway due to such dissolution. The General Manager or his accredited officer shall decide the amount of such compensation and his decision in the matter shall be final and binding on the contract.

26. Nomination of Authorized Representatives:

The contractor should nominate his representative on the works who will be authorized to receive and acknowledge all orders issued by the Inspecting Officers of the Railway.

27. Omissions and Discrepancies:

Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all Tenderers. It shall be understood that every Endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

28. Identification of the Employees of the contractor:

The contractor shall inform the Railway Administration, the names and addresses of the personnel visiting the railway installations. The visiting personnel will carry with them identity cards that will be produced on demand.

29. Trespass:

The contractor shall all times be fully responsible for any damage or trespass committed by his agents or workmen in carrying out the work, even if the Railway Administration authorizes such trespass.

30. Laws of the Land:

The contractor is expected to be fully knowledgeable and proficient in the application of laws of the land governing the nature of work. Under no circumstances shall be Railway Administration shall be held responsible for non-conformance to the laws of the land by the contractor.

31. Verification of antecedents of the personnel:

The contractor should engage the labour whose character and antecedents have been verified before they are utilized to work in Railway. In the event of any staff of the contractor being found selling Railway material, the person concerned will be turned out from the Railway premises summarily and further if the Railway Administration on enquiry comes to know that proper verification of the antecedents was not carried out by the contractor in case of the labour employed by him, this contract will be liable to be terminated forthwith.

32. Acceptance of additional conditions proposed by the tenderer:

Any condition of the tender other than those stipulated in the tender document are not applicable even though they are included in the tender filled by the party unless they are specifically accepted by the Railway in writing while communicating the acceptance of the tender. The successful tenderer should

Therefore ensure that the Railway, before accepting the offer should accept such conditions that are considered necessary by him. This acceptance must be obtained in written format.

33. Variation of Scope of Work/Quantity:

Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

- a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender

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- c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular

Note: Variation to quantities of Minor Value Item:

The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.

- a) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
- b) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- c) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

34. Employment/Partnership etc. of Retired Railway Employees:

(a) Should a tenderer

- a. be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being,

OR

- b. being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement,

OR

- c. being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors AND in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- (b) .In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- (c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. One or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note: -If information as required as above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

35. Modification of Contract:

Any modification to the contract will be applicable after mutual acceptance by the Railway administration and the contractor.

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36. Force Majeure:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party. For further details follow the Indian Railways Standard General Conditions of Contract, 2022 or latest.

37. Damage by Accident, Floods:

The contractor shall take all precautions against damage from accident or unforeseen occurrence. No compensation will be allowed to the contractor for his Labour, plant or material lost or damaged by any cause whatsoever. The contractor shall be liable to make good the damages to any structure or part of structure, plant or material of every description belonging to the Administration lost or damaged by any cause during the course of the contractor work.

38. Procedure for settling of disputes of contractors:

The contractor shall work under the supervision of authorized representative of Dy. CEE/ AMV/ LKO, Disputes if any will be decided by authorized representative of Dy. CEE/ AMV/ LKO and if the contractor still not satisfied with the decision he may lodge an appeal against the decision to Dy. CEE/ AMV/ LKO.

39. Termination of the contract:

Competent authority reserves the right to terminate the contract at any stage without assigning any reason whatsoever.

40. Arbitration:

If for any reason the contract goes under arbitration, the decision taken by the Railway Administration for appointing an arbitrator will be binding upon the contractor.

41. Post Tender Correspondence (Evaluation of Tender / Bids):

No Post tender correspondence for submission of additional documents shall be entertained after opening of the Technical & Commercial offers. Even suo-moto post tender letters of the Tenderers shall be treated as NULL & Void. [Authority: Letter Number 74 W/O/PT.XXV/WA/Loose dated 07.04.2015 of NR HQ]

42. Wages to Labour:

The Contractor shall be responsible to ensure full compliance of the new labour reforms introduced vide new labour codes notified by Government of India notification dated 21.11.2025 and instruction circulated by Railway Board vide letter No 2026 /E (LL)/AT/CNR/5 dated 11.05.2026 regarding law provisions in respect of employees and contractual labour. The following are the major key areas for attention and strict implementation:

- a. Timely payment of wages.
- b. Issuance of appointment letter.
- c. Issuance of Wage slips.
- d. Provision of welfare facilities.
- e. Grievance redressal mechanism for contractual labour.

Note: Ministry of Labour and employment has launched e-SHRAM portal, a national database for unorganized workers. Firm has to update all relevant details on e-SHRAM portal along with Railway shramik kalyan portal and has to submit documentary proof at the time of payment.

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i. Special Conditions of Contract for mandatory updation of Labour data on Railway’s shramikkalyan portal by Contractor:

Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website ‘www.shramikkalyan.indianrailways.gov.in’. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under:

- (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor’s registration in the portal within 7 days of receipt of such request.
- (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOA’s issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (f) While processing payment of any ‘On Account bill’ or ‘Final bill’ or release of ‘Advances’ or ‘Performance Guarantee / Security deposit’, contractor shall submit a certificate to the Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramikkalyan portal at ‘www.shramikkalyan.indianrailways.gov.in’ till ___Month, ___Year.”

43. Application of General Conditions of Contract of Indian Railways:

All Indian Railways Standard General Conditions of Contract, 2022 or latest shall also be applicable. The tenderer is expected to be familiar with the Standard General Conditions of Contract, 2022 of Indian Railways.

44. The persons deployed by the contractor for the work shall be the employees of the Contractor for all intents and purpose and in no case, there shall be any relationship of employer and employees between the said persons and the Railway.
45. The contractor shall comply with the provision of the payment under section 20 & 21 of contract labour (R&A) Act 1970 and the rules made of that may be made there under in respect of all employees himself and not the Administration is responsible under the said Act for the compliance thereof.
46. C&W Workshop, Alambagh, Lucknow is ISO 9001, ISO 14001 and OHSAS 18001 certified W/shop therefore, it is contractors responsibility to ensure that environmental norms set by Uttar Pradesh State Pollution Control Board (UPSPCB) are not violated and he (contractor) will only use those processes which do not affect environment, his staff or any other process.
47. The Railway Administration shall not be bound to accept the lowest tender or to assign any reason for non acceptance / rejections of the tender.
48. EXTENSION OF TIME :
 - a. **Extension of Time in Contracts:** Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

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- b. **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.
- c. **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the Contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.
- d. **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.
- e. *Extension of Time for delay due to Contractor:*
- (i) ***With liquidated Damage (LD): The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of liquidated damages as decided by Engineer, between between 0.5% to 0.3% of the contract value of the works for each week or part of week.***

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

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**NATIONAL ELECTRONIC FUNDS TRANSFER
MANDATE FORM**

(Compulsory for Releasing of EMD amount)

Sr. No.	Description	Details
1.	Name of City	
2.	Bank Code No.	
3.	Bank's Name	
4.	Branch Address with PIN Code	
5.	Branch Telephone /Fax No.	
6.	Contractor's Account No.	
7.	Type of Account	
8.	IFSC code for NEFT	
9.	IFSC code for RTGS	
10.	Contractor's name as per Account	
11.	Current and Valid PAN No. (Compulsory)	
12.	Telephone No. of Contractor	
13.	Contractor's E-mail ID (Compulsory)	
14.	Cell phone No. of Contractor	
15.	GSTIN No.	

Please enclosed a Cancelled Cheque

Please attach a blank cancelled cheque or photocopy of cheque or front page of your bank pass book issued by your bank for verification of the above particulars)

Declaration:-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(_____)
Signature of the Customer/Account holder

“Provision of Mobile Charging Points and other associated electrical works during POH in C&W Workshop, Alambagh, Lucknow”

Proforma For Equipments And Quality Control

Name of Work: “Provision of Mobile Charging Points and other associated electrical works during POH in C&W Workshop, Alambagh, Lucknow”

Note: - All details require only for the item intended

Name and full address of the firm:

.....
.....

Telephone & Fax No :-

Details of License where required as per statutory regulation :-

Details regarding similar work done in past :-

Capacity of item quoted for :-

Details of Staff :-

Number of staff employed indicating their minimum & maximum experience status in the field of existing work :-

Annexure-A

FORMAT FOR CERTIFICATE TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

I (Name and Designation) appointed as the attorney/ authorized signatory of the tenderer (including its constituents),
M/s _____ (hereinafter called tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of (Northern Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/We the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer (s) also accept all the conditions of the tenderer and have signed all the pages in the confirmation thereof.
3. I/We hereby declare that I/We have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/We have verified the content of the document from the website and there is no addition, no deletion or no alternation to the content of the tender document. In the case of any discrepancy noticed at any stage i.e. evaluation of Tenderers, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/We declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we certify that I/we the tenderer (s) is/are not blacklisted or debarred by Railways or anyother Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the bid security beside banning of business for a period of upto TWO year. Further, I/We (insert name of the tenderer) _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the Certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to Two year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or,if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

Place:

Dated:

SEAL AND SIGNATURE
OF THE TENDERER

ANNEXURE – V (A) of GCC-2022

This certificate to be given by attorney / authorized signatory / each member of partnership firm / Joint venture (JV / Hindu Undivided Family (HUF) / Limited Partnership (LLP) etc.

I / We (Name), attorney / Authorized signatory of the..... (Constituent firm / constituent partner) and member / Partner of the (tendering firm) hereby solemnly affirm and state as under.

- 1. I / We certify that(constituent firm / constituent partner) is / are not blacklisted or debarred by railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF / member of the partnership.**
- 2. I / We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with india and certify that I am / We are not from such a country or , if from such a country, have been registered with the competent authority. I /We hereby certify that I /We fulfill all the requirements in the regard and am / are eligible to be considered (evidence of valid registration by the competent authority)**

SEAL AND SIGNATURE OF THE CONSTITUENT FIRM / CONSTITUENT PARTNER.

Place.....

Dated.....

Annexure-B

Performa for Statement of Deviations :

- 1. The following are the particulars of deviation from the requirement of the Tender specification**

Clause	Deviation	Remarks
(Including justification)		

N.B.: Where there is no deviation, the statement should be returned duly signed with an endorsement indication “No Deviation”.

“Provision of Mobile Charging Points and other associated electrical works during POH in C&W Workshop, Alambagh, Lucknow”

Annexure-C

Undertaking Regarding GST

[As per HQ, Baroda House, New Delhi Note No. 2019/Taxation/GST cell/Policy Dt: 25/11/2019 the tenderer should submit following undertaking with their offer]

Sr. No.	Description	Details
1.	Firm's name	
2.	GSTIN No.	
3.	Registration Date	

We hereby declare that in quoting the above price, we have taken into account the full effect to Input Tax Credit available under GST. We further agree to pass on any financial gain/benefit as may become available in future in respect of all the input tax credit on the date of supply by way of reduction in price and advise the purchaser (Railways) accordingly.

We also undertake that we are aware of the provisions of section 171 of the CGST Act and consequences thereof if we fail to comply with the same.

Yours faithfully
(Signature and seal of the Tenderer)

Performa of Bank Guarantee

Name of the Bank: -----

President of India,

Acting through Dy. FA & CAO/Alambagh Workshop, Lucknow, N.R

Bank Guarantee Bond No.:

Date:-----

Performance Guarantee Bond

In consideration of the President of India acting through----- (Designation & address of Contract Signing Authority), Northern Railway, (hereinafter called “The Government”) having agreed under the terms and conditions of agreement / Contract acceptance letter No datedmade between(Designation & address of Contract Signing Authority) and(hereinafter called "the said contractor ") for the work of(here in after called “the said agreement” having agreed for submission of a irrevocable bank guarantee Bond for Rs.(Rs... only) as a performance security guarantee bond from the contractor (s) for compliance of his obligation in accordance of his obligation in accordance with the terms and conditions in the said agreement.

1. We(Indicate the name of Bank) hereinafter referred to as the bank, undertake to pay the government an amount not exceeding Rs.(Rs.....Only) on demand by the government.

We.....(Indicate the name of bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the government through Dy. FA & CAO/Alambagh Workshop, N. Rly (.....), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the government by reason of any breach by the said contractor of any of terms and conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rs.....Only).

2.

- a. We..... ..(Indicate the name of bank) further undertake to pay to the government any money so demanded notwithstanding any dispute or dispute raised by the contractor (s) in any suite or proceedings pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
- b. The payment so made by us under this bond shall be valid discharge of our liability for payment there under the contractor (s), shall have no claim against us for making such payment.

3. We.....(indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by (Designation & address of the contract signing authority) on behalf of the government certify that the terms and conditions of the said agreement have been fully and property carried out by the said contractor (s) and accordingly discharges this guarantee.

4. .

- a. Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the government or until..... (date of validity / extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the government within validity / extended period of validity of guarantee for the date aforesaid.
- b. Provided always that we(indicate the name of the bank) unconditionally undertakes to renew this guarantee on to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the government. If the guarantee is not renewed or the period extended on demand, we.....

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(Indicate the name of bank) shall pay the government the full amount of guarantee on demand and without demur.

5. We.....(indicate the name of bank) further agree with the government that the government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the government against the said contract (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractors (s) or for any bearance act or omission on the part of the government or any indulgence by the government to the said contractors (s) or any such matter or thing whatever which under the law relating to sureties for the said reservation would relive us from the liability.
6. This guarantee will not be discharged by any change in the constitution of bank or the contractor (s).
7. We.....(indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the government in writing.
8. This guarantee shall be valid up to..... (date of completion plus 60 days). Unless extended on demand by government. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs.....only, unless a demand under this guarantee is made on us in writing on or before.....we shall be discharged from our liability under this guarantee thereafter.
9. .
 - a. The bank shall confirm that it is on the SFMS (Structured Financial Messaging system) and shall invariably send the advice of the bank guarantee through SFMS to the following bank details.

IFSC Code	SBIN000RAIL
IFSC Type	BRANCH
Bank Name	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBDBELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASTRA
BGENABLED	YES

Same process has to be followed for any verification of BG amendment as well.

- b. The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee, Bank Guarantee submitted without details shall not be accepted.

Dated: the day of for
(Indicate the name of bank official)

Signature of banks authorized official.

(Name).....
.....
Designation with code No.....
Full
Address.....

“Provision of Mobile Charging Points and other associated electrical works during POH in C&W Workshop, Alambagh, Lucknow”

Witness-1

Signature.....
Name.....
(In capital)
Address.....

Witness-2

Signature.....
Name.....
(In capital)
Address.....

Proforma-I

IDENTITY CARD

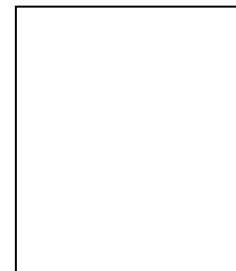
IDENTITY CARD NO.....

DATE OF ISSUE

CONTRACT AGREEMENT NO.

NAME OF THE CONTRACTOR & ADDRESS

PARTICULARS OF EMPLOYEE :



(Space for Photo)

- (I) NAME OF THE EMPLOYEE:
- (II) AGE:
- (III) SEX:
- (IV) DATE OF ENTRY IN SERVICE:
- (V) DESIGNATION/NATURE OF WORK:
- (VI) DEPARTMENT:

(SIGNATURE OF CONTRACTOR)
(The person who signed the original tender document or the contract agreement)

(SIGNATURE/THUMB -
IMPRESSION OF EMPLOYEE)

END OF TENDER DOCUMENT- LAST PAGE