



**SOUTH CENTRAL RAILWAY  
MECHANICAL BRANCH  
SECUNDERABAD DIVISION**

**TOP SHEET**

**1.1 GENERAL**

SC Division of South Central Railway invites Open tender through E-tendering system (two packet i.e. Technical and Financial bid) from eligible agencies for the work: "Wet leasing of welding works on wagons at Sidings in Secunderabad division for a period of 2 years".

1.2 The key details are as follows:

a.	<b>Tender No.</b>	CM.C&W.36.Wet-leasing welding works.Sidings.38.23-24 dated 18.01.2024.
b.	<b>Name of Work</b>	Wet leasing of welding works on wagons at Sidings in Secunderabad division for a period of 2 years
c.	<b>Approximate Cost of work</b>	₹5,31,20,991.87/-
d.	<b>Earnest Money Deposit</b>	₹4,15,650/-
e.	<b>Validity of Tender</b>	60 days from the date of tender opening.
f.	<b>Stipulated date of Commencement of work</b>	The contractor shall commence the services within 15 days from the date of receipt of "Letter of Acceptance" or as directed by Sr.DME(Co-ord)SC (as per para 4.15 of GCC Services' 2018).
g.	<b>Time Period</b>	02 years from the date of commencement.
h.	<b>Authority for seeking clarifications (if any) on tender documents</b>	Office of Senior Divisional Mechanical Engineer(Co-ord), Secunderabad, Secunderabad division, South Central Railway

Signature of Bidder

Sr.DME(Co-ord)/SC

**CHECK LIST****CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH TENDERS.**

(Tenderers are requested to give particulars of certificates and or put (v) mark wherever applicable)

1.	Tenderer details	YES/NO
1.1.	Name of the tenderer	
1.2.	Identification of tenderer (as per clause 1.20 under chapter-1)	
2.	Details of remittance of Earnest Money (EMD).	
3.	MSME certificate if applicable.	
4.	Engineering organization in Annexure 'A'.	
5.	List of plants and machinery in Annexure 'B'.	
6.	Attested copy of Experience Certificate in Annexure-C	
7.	List of works completed during the last 3 financial years as per Annexure-D	
8.	List of works on hand Annexure-E	
9.	Turnover Certificate issued by Chartered Accountant as per Annexure-F	
10.	Banking reference for liquidity as per Annexure-G	
11.	NEFT Mandate form with tenders in Annexure-H	
12.	Tenderer information as per Annexure-I	
13.	Acceptance/Deviation schedule as per Annexure-J	
14.	Tender form/Declaration form as per Annexure-K	
15.	Format for contract agreement as per Annexure-L	
16.	Proforma of revised performance guarantee as per Annexure-M	
17.	Undertaking format as per Annexure-AB	
18.	Any other information/ Certificates required as per Tender document.	
19.	Total number of Annexures submitted (Number of pages).	

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**Chapter –1**  
**Instructions to tenderer and Regulations for tenders and contracts**

GCC for Services, January'2018 read with all correction slips / corrections as issued up to the date of tender opening are applicable to this tender/ contract. The following are only a brief of the GCC conditions. Tenderer is advised to refer to the relevant GCC conditions for clarifications, wherever required.

<b>1.0</b>	<b>MEANING OF TERMS</b>
<b>1.1.</b>	In these Regulations for tenders and contract the following terms shall have the definitions/meanings assigned hereunder except where the context otherwise requires
<b>a.</b>	<b>“Railway”</b> shall mean the president of the Republic of India or the Administrative Officers of the Indian Railway or of the Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf
<b>b.</b>	<b>“General Manager”</b> shall mean the officer in charge of the general superintendence and control of the Railway
<b>c.</b>	<b>“Principal Chief Mechanical Engineer”</b> shall mean the officer in charge of the Mechanical Engineering Dept. of Indian Railway
<b>d.</b>	<b>“C.R.S.E/SCR (Chief Rolling Stock Engineer)”</b> shall mean the principal officer in charge of the rolling stock. (C & W) of the entire South Central Railway.
<b>e.</b>	<b>“Divisional Railway Manager”</b> shall mean the officer in charge of a division of the Indian Railway and shall mean and include the Divisional Railway Manager of the successor Railway
<b>f.</b>	<b>“Engineer”</b> shall mean the Chief Mechanical Engineer/Sr.Divisional Mechanical Engineer in executive charge of the works as the case may be and shall include the officers of the Mechanical Engineering Dept. of the Indian Railway.
<b>g.</b>	<b>Senior Divisional Mechanical Engineer/Co-ord/SC</b> shall mean the controlling officer of the Mechanical department of Secunderabad division of South Central Railway.
<b>h.</b>	<b>Senior Coaching Depot Officer/SC</b> shall mean the controlling officer of the Coaching depot of Secunderabad of South Central Railway
<b>i.</b>	<b>Senior Coaching Depot Officer/HYB</b> shall mean the controlling officer of the Coaching depot of Hyderabad of South Central Railway
<b>j.</b>	<b>“Sr.DEnHM”</b> shall mean the Senior Divisional Environment & Housekeeping Manager in executive charge of the Environment & Housekeeping Wing of the Division or his authorized representative.
<b>k.</b>	<b>Assistant Divisional Mechanical Engineer/Ramagundam</b> shall mean the in-charge of Freight depots of Ramagundam, Bellampalli depots of Secunderabad division of South Central Railway.
<b>l.</b>	<b>Coaching Depot Officer of SC &amp; HYB</b> shall mean the in-charges of the Coaching Depots of Secunderabad division of South Central Railway.
<b>m.</b>	<b>“Engineer’s Representative”</b> shall mean the Assistant Divisional Mechanical Engineer in direct charge of the work and shall include Sr. Section Engineer or Section Engineer or any inspector of the Mechanical Engineering dept. appointed by the Indian Railway and shall mean and include the Engineer’s Representative of the successor Railway
<b>n.</b>	<b>“Tenderer”</b> shall mean the person/the firm/Co-operative or company whether incorporated and not who is awarded the work with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.
<b>o.</b>	<b>“Limited Tenders”</b> shall mean tenders invited from all or some of the contractors on the approved list of contractors with the Railway.

p.	<b>“Open tenders”</b> shall mean tenders invited in open and public manner and with adequate notice.
q.	<b>“Works”</b> shall mean the works contemplated in the drawings and schedules set forth in the tender forms and description of contract and required to be executed according to specifications
r.	<b>Service</b> means any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, housekeeping, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.
s.	<b>“Specifications”</b> shall mean the specifications for Materials & works, Indian Railway issued under the authority of the Chief Mechanical Engineer or as amplified, added to or superseded by special specifications, if any, appended to the tender forms.
t.	<b>“Drawing”</b> shall mean the drawings, plans and tracings or prints thereof annexed to the tender forms.
u.	<b>“G.C.C.”</b> shall mean General Conditions of Contract (services).
v.	<b>“Equipment”</b> means the material/part/component proposed to be used during the contract (the required material will not be provided by the “Railway Administration”) according to the specifications of the mechanized system of the Tender document. It shall also include spare parts for the purpose, which will not be provided by the “Railway Administration”
w.	<b>GST:</b> Goods and Services Tax
1.2.	<b>Singular and plural:</b> Words imparting the singular number shall also include the plural and vice versa where the context requires
1.3.	<b>Law governing the Contract:</b> The contract shall be governed by the law for the time being in force in the Republic of India.
1.4.	<b>Interpretations:</b> These regulations for tenders and contracts shall be read in conjunction with the General Conditions of the Contract (Services) which are referred to herein and shall be subject to modifications, additions, super cessions by special conditions of contract and/ or special specifications, if any, annexed to the tender forms.
1.5.	<b>Submission of Offers</b>
a.	<b>The</b> administration will not own any responsibility, if website is not opened for downloading / uploading the tender documents due to any technical snag.
b.	Corrigendum <b>Notice</b> on GeM: for the purpose of corrigendum in the tender, NIT period is split as under
i	<b>Advertisement period:</b> Time during which all information pertaining to tender shall be available but offers cannot be submitted
ii	<b>Offer submission period:</b> Fifteen days prior to opening/closing of tender, during which tenderers can submit their offers
c.	The prospective tenderers are advised to visit website “ <a href="https://www.gem.gov.in">https://www.gem.gov.in</a> ” before the date of tender closing to note any changes/corrigenda for the tender.
d.	The Railway reserves the right to cancel the tender without assigning any reason thereto
e.	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 rights of the railway thereunder.

f.	In case of any wrong information submitted by tenderer, the contract shall be terminated; Earnest Money Deposit (EMD) and Performance Guarantee (PG) of contract forfeited and action will be taken as per GCC (services).
g.	The tenders will be opened after closing date and time mentioned in the tender notice. If the date of opening happens to be a holiday for any reason, the tenders will be opened on the next working day
h.	<b>Warning: It is hereby brought to the notice of all prospective tenderers that if any change/additions/deletions/ alterations are found to be made by them and the same is subsequently detected / noticed at any stage even after award of the contract, all necessary action including banning of business would be taken. In addition, the tenderers are liable to be prosecuted under law.</b>
i.	The onus of establishing credentials lies with the Tenderer and hence Railway shall evaluate the offer only from the certificates/documents submitted along with the tender offer.
j.	Any certificate, documents submitted after tender opening shall not be given any credit and shall not be considered.
k.	The offer of tenderer(s) who do not enclose Experience Certificate along with their tender to establish their credentials are liable to be <b>rejected</b> even though they may be working contractors or Contractors of Approved list. Insufficient details submitted by tenderer for items mentioned will make their tenders incomplete and the tender shall be treated as invalid.
l.	Tenders containing erasures and alterations in the tender documents are liable to be <b>rejected</b> . Any correction made by the Tenderer(s) in his/their entries must be attested by him/them.
m.	<b>No conditionality</b> will be accepted that can vitiate the evaluation process
n.	i) Any individual(s) submitting the tender or other documents connected therewith shall specify whether he is submitting :
	a) As sole proprietor of the concern.
	b) As a partner or partners of the firm.
	c) As a Director, Manager or Secretary of a Limited company duly authorized by a resolution passed by the board of Director or in pursuance of the authority conferred by memorandum of association.
	ii) Tenderers shall submit their offers made as per the GCC services conditions of the contract as well as special conditions of contract as mentioned in this tender.
n.	iii) In case of any deviation from the requirement of tender specifications, instructions to Tender or GCC Services & Special Conditions of Contract, the same should be brought out by the tenderer while submitting his offer.
	iv) The submission of a Tender by a tenderer shall be deemed to imply and taken as indicating that he has read, understood and abided by the conditions stated therein.
<b>1.6.</b>	<b>The Bid:</b>
a	Two packet system of tendering shall be adopted for this work and the tenderers shall submit their bids online through Indian Railway website <a href="https://www.gem.gov.in">https://www.gem.gov.in</a> in two packets: (A) Technical bid & (B) Financial bid. The first packet is called "Technical Bid" and the second packet is called "Financial Bid". All documentary proof is to be submitted in Technical Bid to judge the technical suitability of the tenderer/s. The Financial Bid consists of Schedule of rates (price bid). <b>Rate should be quoted in Financial Bid only</b>
b	Technical bid will be opened first. After judging the technical suitability of the tenderer/s, Financial bid will be opened. Only those tenderer/s whose Technical bids have been accepted and have met all technical eligibility criteria of the tender shall qualify for

	opening of Financial Bid.
	<b>The Bid so submitted shall comprise of following</b>
<b>1.6.1</b>	<b>Technical Bid</b> The Technical Bid shall consist of
i	Cost of Tender form
ii	EMD
iii	Proof of Eligibility criteria such as
	a) Technical
	b) Financial
	c) Other listed criterions
<b>1.6.2</b>	<b>Financial Bid:</b> Shall consist of Schedule of Rates as per prescribed format given in Chapter-IV only. <b>Rate should be quoted on line through</b> Indian Railway website <a href="https://www.gem.gov.in">https://www.gem.gov.in</a> <b>in Financial Bid.</b> a. The rate quoted must be firm, precise and unconditional. b. The tenderers should quote uniform rate in figures & words on estimated value of the schedule. Wherever, there is a difference between the rates quoted in words and figures the rates quoted in words will be taken as correct. c. If any item is excluded by tenderer in submitting his tender, such tenders will be rejected. d. The rates shall be inclusive of all the following as per scope of work. i. All labour related wages including supervisors ii. Training to Contact labour and Supervisors iii. Any other cost direct or hidden not mentioned in financial bid.
<b>1.7.</b>	<b>Earnest Money Deposit:</b> The bidder shall be required to deposit earnest money (EMD) with the Bid for the due performance with the stipulation to keep the offer open till such date of validity of the offer. <b><i>If tenderers do not remit proper value towards the EMD, their tender shall be summarily rejected.</i></b>
<b>a.</b>	Payment of Earnest Money (EMD) in respect of e-tendering should be submitted on line through net banking or payment gateway only. No other mode of payment will be accepted. The cost of EMD should not be clubbed with tender document cost. This should be paid separately.
<b>b.</b>	However payment of Earnest Money (EMD) will be exempted for MSEs registered with any one of the following. MSEs registered with District Industries Centers, khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation (along with UDYAM certificate mentioned in NSIC certificate), Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or start-ups as recognized by Department of Industrial policy & Promotion shall be supplied such as Bid documents free of cost on confirmation (Photocopy/ Xerox copy) of their evidence to this effect. <b>The certificate should be valid as on tender opening date. The constitution of the firm in the certificate should be same as the status of firm.</b> MSEs who are interested in availing the benefits shall enclose the proof of their being MSE registered with any of the agencies mentioned as above. <b>Note:</b> In case of graduation (upward/reverse) of status of an enterprise, the benefit of the Government Schemes will be availed as per the provisions of Notification No. S.O. 2119 (E) dated 26.06.2020 issued by the M/o MSME. According to latest amendment of Notification No. S.O. 4926 (E) dated 18.10.2022 “In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was

	in before the re-classification, for a period of three years from the date of such upward change” The Railway has the right to verify the certificate through online or any other mode. <b>If the certificate found to be false, then such offers shall not be considered.</b>
c.	It shall be understood that the Bid document have been sold /issued to the Bidder and the Bidder is permitted to bid in consideration of stipulation on their part, that after submitting their Bid, they will not resile from their offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer/ Manager. Should the bidder fail to observe or comply with the said stipulation, the aforesaid EMD amount shall be liable to be forfeited to the Railway.
d.	If the tenderers bid are accepted, the EMD will be returned to the successful bidder after the submission and verification of the Performance Guarantee of this contract. The EMD of the other Bidders shall, save as herein before provided , be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
e.	The earnest money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender, any condition in any respect within the period of validity of his offer.
1.8.	<b>Performance Guarantee (P.G.) is applicable as per para 4.11 of GCC Services:</b> The procedure for obtaining <b>Performance Guarantee</b> is outlined below.
a.	Performance guarantee at a rate of 10% of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) value 10% of the contract value in four separate parts of 2.5% each of the contract value, within 30 days from the date of issue of Letter of Acceptance (LOA). However, a penal interest of 15% per annum shall be charged for the delay beyond 30 days (i.e. from 31 <sup>st</sup> day after the date of issue of LOA). In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against the contract. The contractor shall be debarred from participating in retender for that work.
b.	The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to <b>10% of the contract value.</b>
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 Defence Certificates
ix	Ten years Defence Deposits
x	National Defence Bonds and
xi	Unit Trust Certificates at 5% below market value or at the face value whichever is less
xii	FDR in favour of Sr.DFM/Secunderabad, S.C. Railway(free from any encumbrance may be accepted)
c.	The value of the PG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the execution, the value of the contract increases by more than 25% of the original contract value, an additional Performance



	Bank guarantee amounting to 10% of the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of the contract decreases by more than 25% of the original contract value, PG amounting to 10% of the decrease in the contract value shall be returned to the contractor. The PG amount in excess of required PG for decreased contract value, available with railways shall be returned to the contractor duly safeguarding the interest of Railways.
d.	The 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.
e.	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 assigned services in all respects satisfactorily and passing of final bill based on "No claim Certificate" from the contractor.
f.	Whenever the contract is rescinded, the PG shall be forfeited and the Performance Guarantee shall be en-cashed/ forfeited. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred for a period of 2 years from the date of such rescindment from participating in the tender for executing the balance work of failed contract. If the failed contractor is a Partnership firm, then every member/partner of such a firm shall be debarred for a period of 2 years from the date of such rescindment from participating in the tender from participating in the tender for executing the balance work of failed contract in individual capacity.
g.	<p>The Engineer/ Manager 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</p> <ol style="list-style-type: none"> <li>i. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer/ Manager may claim the full amount of the Performance Guarantee</li> <li>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/ Manager</li> <li>iii. The Contract being determined or rescinded under provision of the GCC Services, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.</li> </ol>
<b>1.9.</b>	<b>Other conditions</b>
	If a tenderer (s) expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a 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.
<b>1.10.</b>	<b>Negotiations</b>
	<p>Should the Railway decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the following form of declaration before commencement of negotiations.</p> <p>"I/we, _____ do declare that in the event of failure of the contemplated negotiations relating to Tender No. _____ opened on _____ my/our original tender shall remain open for acceptance on its original</p>

	<p>terms and conditions.</p> <p>I/we also declare that I/we am/are aware that during this negotiation, I/we cannot increase the originally quoted rates against any of the individual items and that in the event of my/our doing so, the same would not be considered at all i.e., reduction in rates during negotiation alone would be considered and for some items if I/we increase the rates, the same would not be considered and in lieu my/our originally quoted rates alone would be considered and my/our offer would be evaluated accordingly. ”</p>
<b>1.11.</b>	<p><b>Omissions &amp; Discrepancies:</b> Should a tenderer find discrepancies or omissions from the drawing or any of the Discrepancies in tender forms or should he be in doubt as to their meanings he should at once notify the authority inviting tenders who may send a written instruction to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the 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.</p>
<b>1.12.</b>	<p><b>Goods and Service Tax (GST)</b></p> <ol style="list-style-type: none"> <li>i. The tenderer shall note that rates quoted are adequate and all-inclusive of all taxes with the provisions of General conditions of Contract for the completion of works to the entire satisfaction of the Engineer/ Manager.</li> <li>ii. The tenderers shall examine the various provisions of The Central Goods and Services Tax Act,2017(CGST)/Integrated Goods and Services Act, 2017(GST)/ Union Territory Goods and Services Act, 2017(UTGST), respective state’s State Goods and Services Tax(SGST) also, as notified by Central/state Govt. &amp; as amended from time to time and applicable taxes before bidding. Tenderers will ensure that the full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.</li> <li>iii. The successful tenderer is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract which out which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.</li> <li>iv. In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.</li> </ol>
<b>1.13.</b>	<p><b>Local conditions :</b></p> <p>It will be imperative for each tenderer to fully acquaint him-self with all the local conditions and factors which would have any effect of the performance of the contract and the cost of item of works. Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the services/works, that all conditions liable to be encountered during the execution of the works are taken into account. The “Railways” shall not entertain request for clarification from the tenderer regarding such local conditions. No request for change of price or time schedule of completion of work shall be entertained after the “Railways” accepts the offer. The tenderer can visit the place of proposed work to understand the site conditions and correct appreciation of volume of work to be done.</p>
<b>1.14.</b>	<p><b>Effect and validity of offer :</b></p> <ol style="list-style-type: none"> <li>a) The offer shall be kept <b>valid for a minimum period of 60 calendar days from the date of opening of tender</b>, within which the tenderer will not be entitled to rescind or withdraw his offer. Notwithstanding this if the tenderer rescinds his offer within the period stipulated</li> </ol>

	<p>above, the earnest money deposited by him along with the tender shall be liable for forfeiture at the sole discretion of Sr.DME(Co-ord), Secunderabad, South Central Railway, Secunderabad – 500071 and in that case the tenderer shall have no further claim on the amount deposited by him as earnest money.</p>
	<p>b) The submission of any offer connected with the specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim against the “Railways” for rejection of his offer. The “Railways” shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the “Railways”.</p>
	<p>c) Offers shall be deemed to be under consideration immediately after they are opened and until the official intimation of award of contract is made by the Railways to the tenderer. If necessary, the “Railways” will obtain clarification on the offers by requesting for such information from any or all the tenderer, in writing as may be considered necessary. Tenderer will not be permitted to change the substance of their offers after the offers have been opened.</p>
<b>1.15.</b>	<b>Partnership Firm:-</b>
	<p>i) Partnership deed is eligible if entered into and registered prior to the date of issue of Tender notice. Tenderer should enclose/submit experience certificate in the same name and style as the tenderer and their credentials shall be considered fully to the extent of work executed by the partnership firm. EXPERIENCE OF INDIVIDUAL PARTNERS WILL NOT BE CONSIDERED.</p>
	<p>ii) Any change or modification in the constitution of tendering firms for whatever purpose or intimation of any disputes by any of the partners in the firm makes the tendering firm ineligible, during consideration of Tender after opening of the Tender, and shall be deemed to be backing out of the offer by the Tenderer.</p>
<b>1.16.</b>	<b>Partnership deeds, Power of Attorney etc.:</b>
	<p>i) The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a Partnership concern. If the tender is submitted on behalf of a Partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of Partnership concern. If those documents are not enclosed along with the tender documents, the tender will be treated as having been submitted by individual signing the tender document. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.</p>
	<p>ii) The tenderer, whether sole Proprietor, a Limited Company or a Partnership Concern, if they want to act through an agent or individual partner, should submit along with the tender, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he be partner of the firm or any other person specifically authorizing him to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign the “No Claim Certificate” and refer all or any disputes to arbitration. In case any person other than mentioned in Power of attorney submitting the tenderer, such tenders will not be considered as submitted by the Tenderer and rejected.</p>
<b>1.17.</b>	For JV firm, the conditions are applicable as per 2.3 & 2.4 of GCC Services’ 2018.

	<b>Format for MOU of JV is enclosed as Annexure-JV.</b>
<b>1.18.</b>	The tenderer shall clearly specify whether the bid is submitted on his own or on behalf of a partnership firm/JV/Society etc. the tenderers who is/are constituents of Firm, Company, Association or society shall enclose self-attested copies of constitution of their concern, partnership deed and power of attorney along with their bid. Tender documents in such cases shall to be signed by such persons as may be legally competent, association or society, as the case may be.
<b>1.19.</b>	<p>The tenderer shall give full details of the constitution of the firm/JV/Company/Society etc. shall also submit following documents (as applicable), in addition to documents mentioned above.</p> <ul style="list-style-type: none"> <li><b>a. Sole proprietorship firm:</b> the tenderer shall submit the notarised copy of the affidavit.</li> <li><b>b. Partnership firm:</b> The tenderer shall submit self-attested copies of (a)Registered/notarised partnership deed and (b) Power of attorney duly authorising one or more of the partners of the firm or any other person authorised by all the partners to act on behalf of the firm and to submit &amp; sign the tender, sign the agreement, witness measurements, sign measurement books, receive payment, make correspondences, compromise/relinquish any claim preferred by the firm, sign 'No claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all tenders/contract or said contract.</li> <li><b>c. Company registered under companies' act-1956:</b> the tenderer shall submit (a) the copies of MOA &amp; AOA of the company and (b) power of attorney duly notarised/registered by the company (backed by resolution of board of directors) in favour of the individual, signing the bid on behalf of the company.</li> <li><b>d. Society:</b> The tenderer shall submit the self-attested copy of the certificate of registration, deed of formation and power of attorney in favour of the tender signatory.</li> </ul> <p>If it is mentioned in the bid that it is being submitted on behalf of/by a sole proprietorship firm/partnership firm/Joint venture/Registered company etc. the afore mentioned documents should be enclosed along with the bid. If it is not mentioned in the bid that it is being submitted on behalf of/by a sole proprietorship firm/partnership firm/Joint venture/Registered company etc. then the bid shall be treated as having been submitted by the individual who has signed the bid.</p>
<b>1.20.</b>	After opening of the tender, any document pertaining to the constitution of the firm/JV/Society etc. shall neither be asked nor be entertained/considered.
<b>1.21.</b>	<p><b>Right of Railway to deal with Tenders:</b> The Railway reserves the right of not to invite tenders for any of railway services when tenders are called, to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. The authority for acceptance of the tender will rest with the railway. It shall not be obligatory on the said authority to accept the lowest tender and no tenderer/tenderers shall demand any explanation for the cause of rejection of his/ their tender nor the railway to assign reasons for declining to consider or reject any particular tenders.</p> <ul style="list-style-type: none"> <li>a) If the tenderer deliberately gives wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the railway reserves the right to reject such tender at any stage.</li> </ul>

	<p>b) If a tenderer expires after the submission of his tender or after the acceptance of his tender, the railway shall deem such tender as cancelled. If a partner of a 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.</p> <p>c) If the tenderer, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, falls to sign the procurement contract as may be required, or falls to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the procuring entity shall cancel the procurement process. Provide that the procuring entity, on being satisfied that it is not a case of cartelisation and the integrity of the procurement process has been maintained, may, for cogent reasons to be recorded in writing, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful tenderer, and if the offer is accepted, award the contract to the next successful tenderer at the price bid of the first successful tenderer. This clause shall not be applicable for consultancy contracts.</p>
<b>1.22.</b>	<b>Disqualification of Tenderer:</b>
	<p><b>A. Employment/Partnership etc. of Retired Railway Employees:</b></p> <p>a. Should a tenderer 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 any Department of any of the Railways owned and administered by the President of India for the time being, or</p> <p>b. Should a tenderer being partnership firm have as one of its partners a retired engineer or a retired Gazetted Officer as aforesaid, or</p> <p>c. Should a tenderer being an incorporated company have any such retired engineer or a retired Gazetted Officer as one of its directors or</p> <p>d. Should a tenderer have in his employment any retired engineer or retired gazetted officer as aforesaid, then</p> <p>e. The full information as to the date of retirement of such engineer or gazetted officer from the said service and in cases where such engineer or officer has not retired from Government Service at least two years prior to the date of the submission of the tender 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 or to make employment under the contractor has been obtained by the tenderer or the engineer or the 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</p> <p><b>B. Tenders without the information above referred to or a statement to the effect that no such retired engineer or retired Gazetted officer is so associated with the tenderer, as the case may be, shall be rejected.</b></p> <p><b>C. Should a tenderer or contractor being an individual on the list of approved contractors, have a relative employed in Gazetted capacity in the Mechanical department of the South</b></p>

	<p>Central Railway or in the case of a partnership firm or company incorporated under the Indian company law, should a partner or a relative of the partner or a shareholder or a relative of a shareholder be employed in Gazetted capacity in the Mechanical Department of the South Central Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tenders failing which the tender may be rejected or if such fact subsequently comes to light the contract may be rescinded in accordance with the provisions in clause 7.4 of the General conditions of the contract.</p> <p><b>D.</b> If the tenderer or any of its constituents has been levied with a penalty for violation of labour laws for three times in the last two years (From the date of opening of tender) by the appropriate enforcing agency like the labour commissioner etc.</p> <p><b>E.</b> The contractor shall be disqualified from participating in the bidding for services in a railway division,</p> <ol style="list-style-type: none"> <li><b>i.</b> If any previous contract of the tenderer or any of its constituents had been terminated under clause 7.4 in that railway division, within the previous 2 years from date of submission of bids.</li> <li><b>ii.</b> In that railway division, the tenderer or any of constituents has been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, with the previous 2 years from date of submission of bids.</li> </ol> <p>The declaration to this effect shall be furnished by the contractor as a part of his bid document. A format in this regard shall be made a part of the tender document. In case, this declaration is found to be false, process for 'banning of business' against the contractor shall be initiated as per extent rules.</p>
1.23.	<p><b>Agreement (Para 3.5 of GCC Services' 2018)</b></p> <p>The tenderer whose bid is accepted shall be required to appear in person at the office of concerned manager, as the case may be or if a firm or corporation, a duly authorised representative shall so appear and execute the contract document within 7 days after receipt of notice issued by the Railway that such documents are ready; and failure to do so shall constitute a breach of the agreement affected by the acceptance of the bid in which case the Railway may determine that such bidder has abandoned the contract and there upon her bid and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest money of the bid and performance guarantees for the bid available with the Railways.</p>
1.24.	<p><b>Price variation Clause</b></p> <p><b>Price Variation Clause:</b> The Price Variation Clause is applicable to this contract.</p> <p><b>Applicability:</b> Price Variation Clause (PVC) shall be applicable only for <i>contracts</i> of value as prescribed by the Ministry of Railways through instructions/ circulars issued from time to time and irrespective of the contract completion period.</p> <p>Materials supplied free of cost by Railways to the contractors shall fall outside the purview of Price variation clause. If in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation.</p> <p><b>Base Month:</b> The base month for "Price Variation Clause" shall be taken as month of</p>

	<p>opening of tender including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the month of opening of tender. The Price Variation shall be based on the average Price Index/increase in minimum wages of workers of the quarter under consideration.</p> <p><b>Validity:</b> Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc., except that payment/recovery for overall market situation shall be made as per Price Variation Clause given hereunder.</p> <p>Any revision in the minimum wages etc. notified through government orders/circulars etc. after the date of submission of bids shall be compensated by the Railway administration on an actual basis, on production of proof of payment of increased wages to the labour engaged by the contractor. No other component shall be compensated for price escalation.</p>
<b>1.25.</b>	<b>Commencement of Services</b> (Applicable as per 4.15 of GCC Services, 2018): The contractor shall commence the work within 15 days after the receipt of LOA OR as directed by Sr.DME(Co-ord)/SC .
<b>1.26.</b>	<b>Other Conditions:</b>
	i) He shall submit a declaration while signing the Agreement that all the employees engaged by him shall be his paid employees and Railway shall have no onus for them
	ii) Adequate safety precautions are to be taken by the Contractor to ensure safety of workmen engaged by the Contractor. The work may be carried out on running lines therefore every precaution shall be taken by contractor/s to protect their labouring materials.
	iii) Contractor should take utmost care to ensure that no damage to the Railway property takes place due to any act of his workmen, while carrying out the work under this contract
	iv) The work shall be carried out without causing infringement to the Railway working and in consultation with nominated Railway supervisor or his authorized representative.
	<p>v) The Contractor shall adhere to the all legal obligations as per clause 6.2 of GCC services.</p> <ul style="list-style-type: none"> <li>• Contractor Labour (Regulation and Abolition) Act, 1970</li> <li>• Minimum Wages Act, 1948</li> <li>• Payment of Wages Act, 1936</li> <li>• The Workman’s Compensation Act, 1923</li> <li>• Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952</li> <li>• Employees State Insurance Act, 1948</li> <li>• Child Labour Act, 1986</li> <li>• Equal Remuneration Act, 1976</li> <li>• Industrial Disputes Act, 1947</li> <li>• Payment of Bonus Act, 1965</li> </ul> <p><b>The contractor should possess valid labour license.</b></p>
	vi) The contractor shall note that no compensation due to any loss of life or loss of material or any other account be given by the Railway Administration while carrying out the work by the contractor as per agreed terms and the Contractor shall have to pay all the compensation in case of any accident, injury to his labour.
<b>2.</b>	<b>Indemnity:</b> The contractor shall at all times indemnify the “Railways” against all claims

	which may be made in respect of the said work for infringement of any right or Law or Act.
3.	<b>Completion period:</b> The earliest possible time of completion of each activity/activities is required. The Railways attaches utmost importance to timely completion and requests the contractor to take note of 'Liquidated Damages and risk contract', if invited, to the fact that delay in completion of any activity/activities beyond the target time fixed for that activity/activities will attract liquidated damages. The completion period is Two years from the date of commencement of work.
4.	<b>Damage to Railway property of Private Life and property:</b> Applicable as per 4.24 of GCC Services, 2018.
5.	<b>Force Majeure:</b> applicable as per 4.12 of GCC Services, 2018.
6.	<b>Postponement:</b> The successful tender(s)/Contractor(s) shall have no claim whatsoever against the Railways, if the work is postponed to a later date, closed down for completion over a longer period, suspended the course of execution or abandoned either in part or whole in the overall interest of the Railways Administration or for any reason beyond the control of Railways/Administration. The decision of the Railways in this regard shall be final and binding of tenderer(s)/Contractor(s).
7.	<b>Execution of Works: -</b>
	a) Contractor's understanding: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress.
	b) Accepted program of work: The Contractor should follow the program as given in special condition of the contract. He shall submit the details of organization (in terms of Labour and supervisors) plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The program of work amended, as necessary by discussions with the Engineer or his representative, shall be treated as the agreed program of the work for the purpose of this contract and the Contractor shall endeavour to fulfil this program of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the program.
8.	a) <b>Compliance to Engineers Instructions:</b> - The Engineer or his representative shall direct the order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer or his representative from time to time but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
	b) <b>Alterations to be authorized:</b> - No alterations or additions or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Senior Divisional Mechanical Engineer/Co-ordination and the Contractor shall be responsible to obtain such instructions in each and every case in writing from the Sr. Div. Mechanical Engineer.
	c) <b>Extra Works:</b> - Such works over and above those included in the contract require to be executed at the site; the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.
9.	<b>Instruction of Engineer's Representative:</b> - Any instructions or approval given by the Engineers' representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows: -



	<p>a. Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of Engineer thereafter to disapprove such work or material and to order the removal or rectification thereof.</p> <p>b. If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm every such decision.</p>				
<b>10.</b>	<p><b>PAYMENT CLAUSE:</b></p> <table border="1"> <tr> <td>Bill passing authority</td> <td>Senior Divisional Mechanical Engineer(Co-ordination), Secunderabad division. S.C. Railway.</td> </tr> <tr> <td>Bill paying authority</td> <td>Senior Divisional Finance Manager, Secunderabad division, S.C. Railway.</td> </tr> </table> <p>The payment will be arranged by Sr.DFM/Secunderabad directly through NEFT/RTGS (The required details of the firm to be filled as per <b>Annexure-H</b>).</p>	Bill passing authority	Senior Divisional Mechanical Engineer(Co-ordination), Secunderabad division. S.C. Railway.	Bill paying authority	Senior Divisional Finance Manager, Secunderabad division, S.C. Railway.
Bill passing authority	Senior Divisional Mechanical Engineer(Co-ordination), Secunderabad division. S.C. Railway.				
Bill paying authority	Senior Divisional Finance Manager, Secunderabad division, S.C. Railway.				
	<p>i The bill/invoice under this contract shall be preferred in Railway bill form in duplicate (from time to time in modified form) on every following month of the actual work done and such bill shall be submitted to concerned depot who will verify the satisfactory completion of the work and forward the certified bills to the office of the Sr. Divisional Mechanical Engineer, Secunderabad Division, South Central Railway, 3<sup>rd</sup> Floor, Sanchalan Bhavan, Secunderabad - 500 071 for arranging payment by Senior Divisional Finance Manager. No interest is payable if the payment is delayed due to any reasons.</p>				
	<p>ii Payment in full of such bills subject to audit and deductions which the Government may make in respect of any moneys due to it under the provisions contained in the Agreement, shall be made to the contractor by the Senior Divisional Finance Manager, Secunderabad Division, South Central Railway, Secunderabad -500 071 after the receipt of the bills monthly by him from the <b>Senior Divisional Mechanical Engineer/Coordination, Secunderabad Division, South Central Railway, 3<sup>rd</sup> Floor, Sanchalan Bhavan, Secunderabad - 500 071</b> Necessary Income Tax at the rate of 2% and other applicable deductions from time to time will be recovered from the contractor's bills.</p>				
<b>11.</b>	<b>Conservancy Charges: As applicable from time to time shall be levied.</b>				
<b>12.</b>	<p><b>Inspection Registers and Records:</b> The Contractor shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer or his representative shall have access to this information at all times. Records of observations made shall be handed over to the Engineer's representative. The Contractor's representative will maintain the following registers at site.</p>				
<b>a.</b>	<p><b>Site Order Register:</b> The Contractor shall promptly acknowledge orders given therein by Engineer or his representative and shall make all efforts to comply with them. The Contractor shall report to the Engineer the compliance so that it can be checked.</p>				
<b>b.</b>	<p><b>Labour Register:</b> The following mandatory registers are to be maintained in respect of the staff engaged by the contractor.</p> <ol style="list-style-type: none"> <li>1. Form A: Format of Employee Register.</li> <li>2. Form B: Format For Wage Register</li> <li>3. Form C: Format of Register of Loans Recoveries</li> <li>4. Form D: Format of Attendance Register</li> </ol>				
<b>c.</b>	<b>Log Book of events:</b>				

	All events are required to be chronologically logged in this book date and shift wise.
13.	<b>WORK DIARY:</b> The contractor shall maintain a work diary containing details which shall be jointly certified by the contractor's representative and the respective depot officer or his representative daily. Extract of this diary has to be submitted along with the bills without which the bills cannot be settled.
14.	<b>Quantities In Schedule Annexed To Contract:</b> The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfilment of his obligations under the contract but only as an indication of quantum of work to be performed by the contractor.
15.	<b>On Account' Payment:</b>
	a) To be governed by special conditions of contract.
	b) Rounding off amounts: - The total amount due to each certificate shall be rounded off to the nearest rupee i.e. sums less than 50 paise shall be omitted and sums of 50 paise or more up to ₹1/- will be reckoned as ₹1/-.
	c) On Account Payments not prejudicial to final settlement: - "On Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the (Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts not of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.
	d) While submitting monthly bills, Contractor shall submit the following documents for the preceding Month. <ul style="list-style-type: none"> <li>i. Details of wages paid staff wise in the form of bank statement.</li> <li>ii. The challan/proof of remittance in token of having paid PF and ESI for all the staff engaged by him.</li> <li>iii. Proof of payment of GST for the work executed.</li> </ul>
	e) Any default in payment of wages less than statutory wages etc., and claim of such wages etc., from Railways will be treated as fraudulent practice and action taken against contractor for such fraudulent at in terms of Contract/Indian Contract Act/Other applicable laws.
	f) Manner of Payment: - Unless or otherwise specified, payments to the Contractor will be made through Bank by NEFT or by cheque.
16.	<b>Determination of Contract is applicable as per Part-VII of GCC or Services-2018.</b>
17.	<b>Settlement of disputes – Indian Railway Arbitration Rules applicable as per Part-VIII of GCC for Services, 2018.</b>
18.	<b>VARIATION, Measurement and Payments are applicable as per Part –V of GCC for Services-2018.</b>
19.	<b>OTHER IMPORTANT CONDITIONS OF LABOUR AND OTHER ACTS: applicable as per Part-VI of GCC for Services, 2018.</b>
20.	<b><i>The contractor is mandatory to upload details of their LOAs, engaged workmen, wage payment details, PF/ESI details, bonus details etc., on monthly basis on website <a href="http://www.shramikkalyan.indianrailways.gov.in">www.shramikkalyan.indianrailways.gov.in</a> and strictly follow the below conditions.</i></b> A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act. 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

	<p>portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under.</p> <p>(a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.</p> <p>(b) Contractor once approved by any Engineer can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.</p> <p>(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA) / Contract Agreements on Shramik kalyan 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.</p> <p>(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 Shramik kalyan portal on monthly basis.</p> <p>(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour &amp; payments made thereof after each wage period.</p> <p>B. <i>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 Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till _____ Month _____ Year.</i></p>
21.	<p><b>The standard General Conditions of contract (GCC for Services'2018) as amended from time to time will be applicable for this contract.</b></p> <p><b>Link for GCC services-2018</b></p> <p><b>is:<a href="https://www.indianrailways.gov.in/railwayboard/uploads/directorate/Transformation_Cell/Circulars/GCCS_R.pdf">https://www.indianrailways.gov.in/railwayboard/uploads/directorate/Transformation_Cell/Circulars/GCCS_R.pdf</a></b></p>

**CHAPTER 2  
ELIGIBILITY CRITERIA**

2.1 For the tendered work, the following eligibility criteria has been laid.

	<b><u>Eligibility in terms of Experience(as per 2.6.1.1 of GCC for Services' 2018)</u></b>
A	<p>The tenderer should have satisfactorily completed* in the last three previous financial years and the current financial year up to the date of tender opening, one similar single service contract** for a minimum of 35% of advertised tender value.</p> <p>*Completed service contract includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised tender value.</p> <p>**Similar service contract means any contract that is so specified in the similar nature of work.</p> <p><b>Similar nature of work means:</b> The bidder shall have experience in</p> <p style="text-align: center;"><b>Providing any electrical welding services similar to coach/wagon body repairs</b></p> <p style="text-align: center;"><b>OR</b></p> <p style="text-align: center;"><b>Fabrication and installation works involving welding on Rolling stock in workshops, Production units, Diesel/Electric sheds in Indian Railways</b></p> <p style="text-align: center;"><b>OR</b></p> <p style="text-align: center;"><b>Fabrication and installation works involving welding in public sector undertakings like BHEL, APSRTC, CONCOR etc.</b></p> <p>Tenderer has to produce supporting documents/certificates as per the format mentioned in <b><u>Annexure-C</u></b>.</p> <p><b>a. Work experience certificate from private individual shall not be accepted.</b></p> <p><b>b. Experience Certificates from public listed company/private company/Trusts having annual turnover (in last 3 financial years or current financial year) of ₹500 crores and above subject to the same being issued from their head office by a person of the company duly enclosing his authorization by the management for issuing such credentials. The Supporting document (Annual turnover, authorisation to signing authority) to this effect to be enclosed along with the offer.</b></p> <p>The bidder shall submit details of work executed by them in the prescribed format along with the offer for the service contracts to be considered for qualification of work experience criteria clearly indicating the nature /scope of contract, actual completion cost and actual date of completion for such contracts.</p>
	<b><u>Eligibility in terms of Turnover(as per 2.6.1.2(i) of GCC for Services' 2018):</u></b>
B	<p><b>Financial Turnover:</b> The tenderer should have an annual <b>contractual amount</b> not less than 1.5 times the advertised tender value during the last three previous financial years and in the current financial year up to the date of tender opening. The audited balance sheet reflecting <b>contractual receipts</b> certified by chartered accountant with his/her stamp, signature and membership number <b>for the completed financial years</b> shall be considered.</p> <p>(a) For the current financial year, Provisional Balance Sheet issued by Chartered Accountant clearly indicating contractual receipts and supported by Income Tax Form-26AS shall be considered.</p> <p><b><u>NOTE:</u></b> (i) Financial Year shall normally be reckoned as 1<sup>st</sup> April to 31<sup>st</sup> March of the Next Year. However, for Turnover Criteria, the Financial Year as applicable to the Company/ Tenderer is</p>

	<p>to be considered, if it differs from the above.</p> <p>(ii) Current Financial Year is reckoned as the incomplete Financial Year in which the date of tender submission falls.</p> <p>(iii) Chartered Accountant statements duly indicating yearly receipts will not be considered until and unless supported by Audited Balance Sheets or Provisional Balance Sheet with 26AS statement of Income Tax Department.</p> <p>If the tender is not accompanied by the certificate(s) in support of financial eligibility as above, the tender shall be rejected. No post-tender correspondence will be entertained.</p>
C	<p><b>Liquidity (as per 2.6.1.2(ii) of GCC Services' 2018) :</b></p> <p>The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at <b>5% of the estimated bid value</b> net of applicant's commitments for other contracts.</p> <p><b>The latest audited balance sheet i.e. FY 2022-23 certified by chartered accountant with his/her stamp, signature and membership number and/or banking reference as per Annexure-G shall be submitted by the tenderer along with the bid.</b></p> <p>Banking reference should contain in clear terms the amount that the bank will be in a position to lend for this work to the applicant/member of the joint venture/consortium. In case the net current assets (as seen from the balance sheets) are negative, only the banking references will be considered. Otherwise the aggregate of the net current assets and submitted banking references will be considered for working out the liquidity.</p> <p><b><i>The banking reference should be from a scheduled bank in India and it should not be more than 3 months old as on date of submission of bids.</i></b></p> <p>In case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV.</p>
D	<p><b>Undertaking for truthfulness/correctness of the documents submitted by the bidder along with the tender as per para 2.6.2.1.3 of GCC Services, 2018:</b></p> <p>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 document/certification support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorised representative of the tendering firm.</p> <p><b><i>"The bidders shall be required to submit an undertaking certifying the truthfulness of all the documents submitted/uploaded along with the tender. Standard format of the undertaking to be submitted by the bidder is enclosed as Annexure-AB. Non submission Annexure-AB by the bidder shall result in summarily rejection of his/their bid".</i></b></p>
E	<p>The tenderer shall submit a valid ISO 9001 certificate. The certificate should have the validity as on tender opening, otherwise the offer he bidder shall be summarily rejected.</p>

**2.2** The score of technical bid should be more than or equal to 60 Marks. Tenderers who scored less than 60 marks shall be summarily rejected, even though they satisfied minimum technical and financial eligibility criteria. The score shall be assigned based on the following.

S. No.	Weightage	Technical criteria	Documentation	Scoring
1	20%	<b>Previous work done –</b> The bidder shall submit documents related to completed/on-going similar service	Certificate from client firm authorizing payment received along with percentage penalties imposed, contract	For each completed/on-going similar service contracts with satisfactory performance shall be as under: <b>a.</b> 100 marks if the bidder has

Signature of Bidder

Sr.DME(Co-ord)/SC

		<p>contracts during the last three previous financial years and the current financial year along with the details of payments received and percentage penalties imposed therein, to classify the completed/on-going similar service contracts in the following categories:</p> <p>1. Payment received more than or equal to 80% or 50% or 49% of the current advertised bid value and percentage penalties imposed therein.</p>	<p>wise for completed /on-going similar service contracts with satisfactory performance.</p> <p><b>Note:</b> In experience certificate payment received and penalty imposed should be available.</p>	<p>completed or received payment as under:</p> <p>1project &gt; 80%, 2projects &gt; 50% or, 3or more projects &gt;40% of the advertised value of the bid.</p> <p><b>b.</b> 50 marks if the bidder has completed or received payment as under:</p> <p>1project &gt; 50%, 2projects &gt; 40% of the advertised value of the bid.</p> <p><b>c.</b> 20 marks if the bidder has completed or received payment as under:</p> <p>1project &gt; 40% value completed.</p> <p><b>d.</b> No marks if all the projects &lt;40% value completed.</p> <p>Deduction for percentage penalty imposed in the respective completed/on-going similar service contracts.</p> <p>The score of each completed/on-going similar service contracts with satisfactory performance shall be reduced by a percentage equal to the percentage penalty imposed in respective contract. No reduction for percentage penalty less than 5%. Contract where percentage penalty is more than 20% of contract value shall not be considered for calculation of scores for this purpose.</p>
2	35%	<p><b>Turnover (in last three and current financial year)</b> (Less than 1.5 times the value of work is not eligible)</p>	<p>As per audited balance sheet certified by the CA.</p>	<p><b>a.</b> 100 marks – more than 15 times advertised value of work. <b>b.</b> 80 marks – 8-15 times advertised value of work. <b>c.</b> 60 marks – 3-8 times advertised value of work. <b>d.</b> 40 marks – 1.5-3 times advertised value of work.</p>
3	20%	<p><b>Number of years in operations</b> (Firms having less than</p>	<p>Company establishment certificate and</p>	<p><b>a.</b> 100 marks – more than 8 years. <b>b.</b> 80 marks – 5-8 years. <b>c.</b> 60 marks – 2-5 years.</p>

		1 year of experience are not eligible)	company's work order copy/agreement copy/completion certificate etc. as proof of operation. <b>Years shall be counted from the date of agreement of the work.</b>	<b>d. 40 marks – 1-2 years.</b>
4	25%	<b>Size of workforce</b> The bidder must have a minimum number of personnel (as defined by railway administration) on the organization's pay roll. (Estimated manpower for the purpose of technical evaluation is 83)	EPFO challan/bank account statement in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters preceding the date of opening of bid should be submitted in support of their qualification.	<b>a. 100 marks if the bidder's workforce on roll is greater than 3 times of the total workforce required in this bid.</b> <b>b. 70 marks if the bidder's workforce on roll is equal to or up to 3 times the total workforce required in this bid.</b> <b>c. No marks if workforce on roll deployed is less than the total workforce required in this bid.</b>

**2.3 Clarification on "Similar nature of work" and details to be furnished along with the tender documents:**

- 2.3.1** Similar nature of works physically completed and on-going works within the qualifying period i.e. the last 3 financial years and the current financial year subject to payment of bills amounting to at least 35% of the advertised value of the tender should only be considered in evaluating the Minimum Eligibility criteria (even though the work might have commenced before the qualifying period).
- 2.3.2** Tenderer should submit attested copy of works experience certificate in "Annexure C" to establish the eligibility criteria. All details as required in the **Annexure 'C'** shall be made available otherwise the information is treated as incomplete.
- 2.3.3** The work experience certificate shall be issued by an officer not below the rank of **JA Grade/Bill passing officer in Railways or Executive in-charge of work/Bill Passing Officer in other Govt./Govt. bodies/PSUs**. The certificate should bear the signature and seal of the issuing officer.
- 2.3.4** The tenderer may enclose a copy of scope of work for the submitted experience certificates.
- 2.3.5** In case the certificates/documents produced are proved to be false and/or fabricated, the entire earnest money (EMD) will be forfeited and also banning of business for five year for the tenderer and for all the partners in case the tenderer is partnership firm.

**2.4 Value of similar work to be considered:-**

- 2.4.1** The total value of similar nature of works completed / on-going during the qualifying period shall be considered.
- 2.4.2** In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions will be considered.

- 2.4.3** If final measurements have been recorded and work has not been completed with negative variation, then also the paid amount including statutory deductions will be considered.
- 2.4.4** However, if final measurement have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower shall be considered for judging eligibility.
- 2.4.5** In case of composite works involving combination of different works, even separately completed works of required value should be considered while evaluating the eligibility criteria.
- 2.4.6** The value of work completed will not include the cost of any materials issued free of cost by the Railway/Department concerned. Only cash value of the Agreement and executed cash value will reckon for eligibility.

**2.5 Clarification on “Eligibility on Annual Contractual Turnover and Details to be furnished along with the tender documents”**

- 2.5.1** The total contract amount received during the last three financial years and in the current financial year up to the date of tender opening should be a minimum of 150% of advertised tender value.
- 2.5.2** For completed financial years, the tenderer can submit the works done for Govt./Govt. bodies/PSUS/Pvt. Org. either Audited Balance sheets showing clearly the contractual/work receipts in the Profit & Loss account of the Balance Sheet, duly supported by a Turnover Certificate from the Chartered Accountant as per **Annexure-F’**.

**OR**

Certificate(s) in original issued by Executive or Nominated Authority of the Department certifying the bill amounts paid Agreement-wise and Date-wise or photo copy of such certificate attested by a Gazetted Officer. Such certificates will be accepted from Govt./Govt. bodies/PSUs by authorities (JA Grade/Bill passing officer in Railways or Executive in-charge of work/Bill Passing Officer in other Govt./Govt. bodies/PSUs.)

- 2.5.3** For the incomplete financial year i.e. the current year and for any un audited completed financial year only certificate on contractual/work receipts in original issued by Executives of the Govt./Govt. bodies/PSUs/Chief Executive of Private organization from whom the payments were received or photo copy of such certificate attested by a Gazette officer, giving details of receipts agreement-wise and date-wise will be accepted as proof of contractual turnover for the current year and that completed but un-audited financial year. Certificates issued by private Companies/ Individuals will not be entertained.

**OR**

Provisional Balance sheets issued by Chartered Accountant, clearly indicating contractual receipts and supported by Income Tax Form-26 AS

**Note:**

- i) Chartered Accountant statements duly indicating yearly receipts will not be considered until and unless supported by audited balance Sheets / Provisional Balance sheet with 26 AS statement of Income Tax department.
- ii) If the tender is not accompanied by the Certificate(s) in support of financial eligibility as above, the tender shall be rejected. No post-tender correspondence will be entertained.



**2.6** Additional documents are to be submitted along with the tender.

- 2.6.1** List of personnel, organization available on hand and proposed to be engaged for the subject work. These two lists to be given separately and signed by tenderer to be submitted in pro-forma given in the “Annexure-A”.
- 2.6.2** List of plant & machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work and this list shall be signed by tenderer. To be submitted in the pro-forma given in the “Annexure-B”.
- 2.6.3** List of works completed in the last three financial years giving description of work, organization for whom executed, approx. value of contract at the time of award, date of award and date of scheduled completion of work, date of actual start, actual completion and final value of contract should also be given in “Annexure-D”
- 2.6.4** List of works on hand indicating description of work, contract value, bill amount paid so far due date of completion etc. to be furnished by the contractor in “Annexure-E” and these certificates should be signed by the contractor.
- 2.6.5** The offer of tenderer(s) who do not enclose Experience certificate, Turnover Certificate with requisite details and supporting documents as detailed under para 2.1 to 2.5 above along with their tender to establish their credentials shall be summarily rejected even though they are working contractors or contractors on approved list.
- 2.6.6** The bidder shall submit declaration regarding engagement of Retired/ existing Railway officer/Manager, declaration regarding termination/violation of labour laws, otherwise the offer shall be summarily rejected (As per Annexure-Decl). The format should be same as per Annexure-Decl, otherwise the offer of the bidder is summarily rejected.
- 2.6.7** The offer shall be evaluated only from the certificates/documents (as referred above) submitted along with the tender offer.
- 2.6.8** Any certificate/documents offered after the tender opening shall not be given any credit and shall not be considered.
- 2.6.9** Tenderer(s) shall note that conditional/alternate offer will not be considered and will summarily rejected, even though such condition makes them as the lowest tenderer.
- 2.6.10** Railway reserves the right to verify the authenticity of the documents/ information furnished

**2.7** A checklist of documents to be submitted at the time of tender submission is given as top sheet for easy guidance and compliance from prospective tenderers.

**2.8 Evaluation of financial Bid in case of Multiple L1:**

In case, the evaluated financial offers of two or more technically qualified bidders are lowest and same, then the bid of the bidder who is technically sound (having scored higher marks in evaluation of technical bid as per GCC for service contracts-2018) shall be considered as the lowest. If the marks in the evaluation of technical bids of the lowest bidders are also found to be equal, then the bid of the bidder with the higher cumulative annual financial turnover over the last three years and the current financial year shall be considered as the lowest.

**CHAPTER-3**  
**SCOPE OF WORK**

**3.1. Brief Scope of Work:**

Attention of welding works on wagons at Sidings in SC division duly providing welding machines and its maintenance. The contractor has to provide & maintain welding machines and also provide qualified Welders & Assistants for a period of 02 years.

**3.2. Deployment of Welders, Assistants and Welding machines per day at Sidings shall be as under.**

S. No.	Siding/Station	Welders	Assistants	Welding machines	Jurisdiction
1	JVRB/PSHP (Parthasarathipuram)	6	6	2	SSE/C&W/BDCR
2	CSPS/MUGR (Manuguru)	6	6	2	
3	RUSG/BDCR (Bhadrachalam Road)	3	3	1	
4	SPSG(SYI)/KRA (Karepalli Jn.)	3	3	1	
5	BTPD (Bethampudi)	3	6	1	
6	GXSG(GDK-6)/RDM (Ramagundam)	3	3	1	SSE/C&W/RDM
7	STHM(RKP-II)/MCI (Manchiryal)	3	3	2	
8	GOSG/RDM (Ramagundam)	3	3	2	
9	SOCM/MCI (Manchiryal)	3	3	1	
10	SCRM(RKP-I)/MMZ (Mandamari)	2	2	2	SSE/C&W/BPA
11	MSCA/ASAF (Asifabad Road)	2	2	0	
12	UTCM/MQR (Malkhaid Road)	3	3	2	SSE/C&W/SNF

**3.3. Supply of Welders and Assistants:**

- i. The contractor shall engage his labour every day including Sundays and Holidays for which no extra payment shall be made by the Railways. Rest & leave for the contract staff shall be managed by the contractor.
- ii. The qualification of Welders to be engaged by Contractor for welding activities shall be as under (Ref: Hqrs letter no. M.274/C&W/Wagon Policy/246 dated 27.09.2023):
  - a) Matriculation/SSLC plus ITI from recognised institutions of NCVT /SCVT in the trade of welding.

OR

  - b) Act apprentices trained and certified in Welding Trade by any Railway units like Workshops, Loco/Diesel Sheds etc.

OR

- c) All welders/gas cutters shall have minimum Two years of experience in welding work in any unit of Indian Railways/PSUs/ Govt. Undertakings.  
Before attending the work, every contract welder in class (c) shall undergo a trial test by the In-charge of the work unit, who will check capability of welders by taking trial test on at least 2 sample pieces and if trail test found satisfactory, competency certificate to be issued by depot officer/ SSE In-charge. The competency certificate is to be submitted to respective Sr.DME's office.

OR

- d) All Engaged workers must be qualified as per ISO: 9606-1:2000 Welding Standards. All welders are to be tested in BTC/RYPs/LGDS/TPYS as per standards before deployment. If the welder failed in the requisite test, the welder will not be allowed to attend the work. If any change of welder due to any reason on account of Contractor, the new welder is required to undergo the above test. The contractor must submit the qualified test certificate of welders in class (d) to respective Sr.DME's office before engaging in the welding work.
- iii. Contractor will submit documentary proof in support of qualifications of outsourced welders engaged and the same should be submitted before commencement of work.
  - iv. DME/ADME/SSE In-charge of concerned depot will screen the welders for the welding skills and the knowledge of safe working before they are put in service.
  - v. Welders supplied by the contractor should be capable enough to work with gas cutting equipment as and when required.
  - vi. The contractor shall ensure safety and their stay of staff employed by him and Railways will not be responsible at any cost.
  - vii. Apart from welding skills, the staff/welders employed shall be thorough in safe working practices i.e., Electrical safety, industrial safety and safe working in sidings, yards etc.
  - viii. During the course of service, if quality of the welding assessed by Railway representative is not satisfactory, the welder has to be replaced by the contractor without any extra cost.
  - ix. The contractor staff should report to the depot in charge or his representative every day.
  - x. These Welders and Assistants should carry out the welding/repairs to the wagons on train as per the instructions & satisfaction of the Railway supervisor (Engineer).
  - xi. Welders & Assistants should be in a position to carry out any repairs on wagons like body/door repairs, door closing, Under gear repairs, CBC repairs etc. as per instructions of Railway supervisor.
  - xii. The welders & Assistants should be in a position to work in all the seasons i.e., they should have to work in all weather conditions like hot sun, cold weather, in rain etc.
  - xiii. The Welders& Assistants will be deputed to work in sidings as per instructions of Railway Supervisors/Siding In-charges.
  - xiv. The Welders & Assistants will be deputed to any other C&W depots/sidings of SC division as per priority of work or as per the urgency prevailing at that time.
  - xv. The following safety uniform and safety equipment to 40 Welders and 43 Assistants to be provided by the contractor:

S. No.	Description of item	To be issued to	Qty. for 2 years
1	Uniform (2 pairs per year)	Welder & Assistant	332 pairs
2	Safety shoes (2 pairs per year)	Welder & Assistant	332 pairs
3	Leather hand gloves (4 pairs per year)	Welder	320 pairs
4	Helmets (ISI brand) (2 nos. per year)	Welder & Assistant	332 nos.
5	Welding & Earthing cables (120mm <sup>2</sup> ⌀) (50 m per 3 months)	Welder	16000 m
6	Earthing clamps (Crocodile clamps) (6 nos. per year)	Welder	480 nos.
7	Welding electrode holder (4 nos. per year)	Welder	320 nos.
8	Welding shield (2 nos. per year)	Welder	160 nos.
9	Welding glass (6 nos. per year)	Welder	480 nos.

The items, which are not covered above, if desired by the contractor to supply additional safety items are permitted in consultation with Railways.

#### 3.4. Provision of Welding machines:

- i. The welding machines shall be Industrial Arc welding transformer(Oil cooled/DC Rectifier type) of 400 A or higher capacity confirming to IEC 974-1 standards with step less current control mechanism, sturdy design for all working environment, suitable multi voltage input supply as per requirement.
- ii. The welding machines should be of reputed make either ESAB or ADVANI or BERCO or any other reputed make in consultation with Railways.
- iii. At BTPD, Welding machine is to be coupled with Diesel engine(Kirloskar or Reputed make of minimum 15 HP capacity having Battery start) mounted on cart.
- iv. All the welding machines will be inspected by DME/ADME/SSE or his representative before installation. Rejected machines should be replaced immediately.
- v. Contractor is fully responsible for maintenance of the welding machines and keeping in good fettle. If any welding machine becomes defective due to any reason, it should be repaired/replaced within 2 days.
- vi. The contractor is also required to undertake the responsibility of maintenance of the existing infrastructure like electrical panels and welding points including cabling provided in the yards. The contractor should see that none of the existing infrastructure should be damaged due to negligence of the contractor's staff.
- vii. All minor repairs like replacement of fuses, repairs to main switches, ebonite insulated plates, welding tapping points etc. shall be taken care by the contractor. The existing huts, electrical control panels and welding points should be in good fettle, Railways will not supply any material or tools in this regard.
- viii. The welding machines are primarily the property of contractor and the contractor would take back the machines after completion of the contract.

**3.5. OTHER CONDITIONS OF CONTRACT**

- i. Detention of wagons is related to directly on revenue loss to Railways, hence wagons are not to be detained unnecessarily. Contractor should have adequate mechanism required for carrying out welding works on wagons.
- ii. A diary should be maintained by the contractor for the 'work done' duly obtaining the signature of the concerned Depot In-charge or his representative.
- iii. A register should be maintained for attendance of contract staff and work attended.
- iv. The contractor shall ensure that all employees/persons engaged/authorised by him for carrying the work, behave properly with Railway officers, Supervisors and staff. In the event of any misbehaviour, reported by concerned DME/ADME/SSE/JE, the contractor shall immediately withdraw such employee/person from the work.
- v. The successful tenderer shall be required to submit Aadhaar card/voter ID along with the CCTNS based police verification of proposed labour for this contract before commencement of work.
- vi. The contractor shall ensure periodical medical check-up of each of his manpower deployed for carrying out the work and valid medical fitness certificate to this effect shall have to be submitted to the Railways for records.
- vii. Sr.DME(Co-ord)/DME/ADME is empowered to revise/modify the formats prescribed in this contract during the currency of the contract as per the requirements.
- viii. Electrical supply to the welding plants, Electrodes and Panel patches required for welding will be given at free of cost by Railways. All other tools and consumables are to be provided by the contractor.
- ix. Proper earthing should be ensured while carrying out welding work on all type of wagons.
- x. The contractor should show the welding cables, welding screens, shoes, helmets and materials before commencement of work to the Railways.
- xi. Any damage occurred to Railway property due to the negligence of the contractor/contractual staff will be recovered from the contractor.
- xii. The contractor shall submit the list of the manpower that would be utilised for activity to the depot in-charge and any change in the man power shall be communicated and approval shall be taken from the depot – in charge.
- xiii. The staff employed by the contractor must in the age group of 18-55 years.
- xiv. The name & identity proof attested by Contractor's representative with Age certificate (two passport size photos & Aadhar card no. /Savings bank account no. with documentation proof shall be submitted before commencement of work.
- xv. The Contractor shall provide uniform/ID cards and contract staff shall wear the same while in work. The contract labour shall wear uniform/PPE which shall be provided by the contractor.
- xvi. The contractor is also required to ensure supply of safety related equipment/items to his contract staff as per practical requirement at site.
- xvii. The contractor shall provide necessary training to the contract staff for proper upkeep of facilities and all safety gadgets to protect its Men/Machines from electric shock/short circuit. Moreover, the Railways shall not be responsible in the event of any mishap.

- xviii. The Contractor shall take utmost care to ensure that no damages to Railway property/injury to the Railway men takes place due to any act of contract staff, while carrying out the work. In case of any damage/injury is caused due to their negligence/carelessness, the cost of damages as assessed by the Sr.DME(Co-ord)/DME/ADME/SC shall be recovered from the Bills/SD/PG of the contractor.
- xix. For any reported damages to Railway property or injury to the Railway staff caused by the contract staff, the contractor shall be responsible to pay the compensation as assessed by the Sr.DME (Co-Ord)/DME/ADME/SC and this would be deducted from the bills/SD/PG. The decision of the Sr.DME (Co-Ord) is binding on the Contractor and the contractor cannot make any claim over the same.
- xx. If the work is stopped for any reason including strike or demonstration by the labour unions, it shall be the responsibility of the contractor to make alternate arrangement to carry out welding activity without any dislocation of work.
- xxi. It shall be the responsibility of the contractor to arrange necessary rest/leave to his employees and at any day the minimum prescribed contract labour remain present for attention of wagon repairs in yard. The contractor shall organise adequate labour on daily basis duly managing rest/leave. No additional payment will be paid for working in holiday/Sunday.
- xxii. The contractor is responsible for the quality of work, discipline of the contractor's staff and safety of the contractor's staff. Failure to adhere to any of the above clause(s) shall attract the penalties as applicable.
- xxiii. The contractor shall bear the costs for transportation of men & materials for carrying out the work.
- xxiv. The contractor has to follow the latest labour commissioner's letters/orders, which will be revised from time to time (for the payments of the staff deployed for this contract).

### 3.6. Inspection :

Any Railway officer/SSE depot in charge or his nominated representative can conduct inspection during/ after completion of the work. Apart from above, any Railway Official can inspect without any prior intimation and pass the instructions to the contractor and the same has to be followed.

### 3.7. Work Diary:

- a. Work diary will be opened at each siding under jurisdiction of concerned depots (BDCR, RDM, BPA and SNF) in which the Contractor will indicate the details of works carried out daily.
- b. It shall be jointly certified by SSE or his nominated representative & the contractor's representative. The extracts of this work book will form part of the monthly bill for verification.
- c. Attendance record of contract staff shall be maintained and it will be basis for payments related to attendance of staff.
- d. 20% test checks to be done by the concerned Depot officer In-Charge and 100% test checks by nominated supervisor of the depot.

### 3.8. Penalty Clause:

The following penalties shall be imposed and recovered from the monthly bills during the currency of contract if the contractor is not fulfilled the following.

S. No.	Nature of Deviation	Penalty
1	For improper/unsatisfactory welding/repair work as reported by any supervisor SSE/JE or any other supervisory official nominated by the ADME/DME/Sr.DME(Co-ord).	₹1,000/- shall be levied as penalty per wagon.
2	Failure to deploy specified contract staff on any particular day.	₹1,000/- shall be levied as penalty per staff besides recovering minimum wages in force for the staff falling short of the specified men in the contract.
3	Any adverse remarks passed by the Inspecting Officers about bad quality of welding/repair work.	₹2,000/-shall be levied as penalty per occasion.
4	For reported en-route detention/detachment/equipment failure due to bad quality of welding work.	₹2,000/-shall be levied as penalty per occasion.
5	Breakdown of welding machine more than two days	₹1,000/-shall be levied as penalty per day.
6	For not wearing uniform by contract staff	₹100/- will be levied as penalty per head.
7	For not wearing ID card by contract staff	₹50/- shall be levied as penalty per occasion.
8	Any other deviation noticed during execution of work	A penalty of ₹1,000/- will be levied per occasion

### 3.9. Payment:

- Payment will be made on monthly basis.
- Contractor is responsible for payment of Minimum wages, EPF, ESI and Bonus as per Acts issued by Govt. from time to time to the workers engaged.
- Contractor is responsible for violation of labour laws and payment of compensation if any.
- The Price variation clause is applicable for this work.
- Tenderer may opt for the mode of payment in the form of LC as detailed vide Railway board Lr. No. 2018/CE-I/CT/9 Dt: 04.06.2018.

### 3.10. Compliance at the time of bill forwarding:

The bill certifying/nominated supervisory official and ADME shall certify the following in the forwarding letter to the Divisional office, while submitting the bill for processing for payment.

- The Depot In-charge/nominated supervisor has checked the work dairy, contract staff Attendance register and counter checked by ADME.
- The wage payment transaction record shall be counterchecked by ADME.
- The statement of Wages, EPF, ESI paid to contract staff is to be submitted by contractor.
- The contractor has paid EPF/ESI in favour of the contract staff engaged & the documentary evidence/proof to this effect shall be submitted to the Railway field work centre office.

- e. The contractor is responsible for ensuring of all labour laws and payment of minimum wages like EPF, ESI, Bonus etc. Bonus to be paid as per Gazette on "Payment of bonus(amendment) act, 2015 dated 31.12.2015
- f. Before forwarding the bill for payment, consignee (Bill certifying supervisor). Bill certifying officer cum forwarding authority shall also ensure all the above in addition to the satisfying of Mandatory condition of test checks done as per the prescribed number by himself.
- g. *The labours deployed by the contractor for the entire work must have individual bank account in their name. The payment to the labour by the contractor shall be made through banks as per the minimum wages issued from labour commissioner. The contractor while submitting the monthly bill for a particular month shall enclose the photocopy of the bank statement showing that payment has been made directly to bank account to the labours in the previous month. The payment of the contractor will not be released without submitting the bank statements for each and every labour. Staff acknowledgement for having received their payment in respective Bank account shall be submitted along with the bill.*
- h. *Statement of detailed labour-wise deductions (EPF & ESI) to be enclosed along with monthly bill i.e. for each labour engaged EPF @ prevailing rate and ESI @ prevailing rate. Further, it is responsibility of the contractor to deduct labour contribution of EPF & ESI as per prevailing rates and submit proof labour wise payment deposited in EPF & ESI office. Failing to produce authentic record, the railway Administration has every right to deduct the equal amount for the bills and same will be reimbursed after payment of the same to concern EPF & ESI authorities and submission proof of documentary evidence.*
- i. *The contractors should attach GSTR-1 B2B challan for the claimed bills.*
- j. *Payment shall be arranged by the Sr.DFM/SC on NEFT for which the contractor shall submit NEFT form duly filled in as per Annexure.*
- k. *Any statutory levies imposed by the State or Central Government from time to time during the currency of the contract, shall be borne by the Contractor.*
- l. *Income tax, Surcharge on IT etc., as applicable from time to time will be deducted from the bills of the contractors.*



**Chapter IV**  
**SCHEDULE OF RATES & QUANTITIES**  
**The Details of e-Tender Financial Bid**

(Should be filled by the tenderer only after reading the document and satisfying with the conditions)

- 1) **Name of the work:** Wet leasing of welding works on wagons at Sidings in Secunderabad division for a period of 2 years.
- 2) **Tender No:** CM.C&W.36.Wet-leasing welding works.Sidings.38.23-24 dated 18.01.2024.
- 3) **Tender Value:** ₹5,31,20,991.87 (Including GST).

Sch	Description of item	Qty. for 02 years	Unit	Rate per unit in ₹	Total value in ₹
<b>A</b>	<b>Cost of Manpower for</b>				<b>4,24,58,406.00</b>
i	Supply of Welders at 12 Sidings (as per scope)	29200	per Man-day	709.00	2,07,02,800.00
ii	Supply of Assistants at 12 Sidings (as per scope)	31390	per Man-day	504.00	1,58,20,560.00
iii	EPF & ESI @ 16.25%		Lumpsum		59,35,046.00
<b>B</b>	<b>Wet leasing of welding machines at 11 Sidings (as per scope)</b>	11680	per Machine-day	40.89	<b>4,77,595.20</b>
<b>C</b>	<b>Wet leasing of welding machine at BTPD station (as per scope)</b>	730	per Machine-day	838.22	<b>6,11,900.60</b>
<b>D</b>	<b>Uniform and Tools (as per scope)</b>	24	per Month	61,245.33	<b>14,69,887.92</b>
<b>Total cost</b>					<b>4,50,17,789.72</b>
GST @ 18%					81,03,202.15
<b>Total cost incl. GST</b>					<b>5,31,20,991.87</b>

- 4) *Rate shall be quoted by the tenderer for the above work in online through GeM portal only. Tenderers are requested to read the tender document carefully and visit the site before filling & submitting the tender document.*
- 5) **The bidder can quote 'BELOW' or 'AT PAR' or 'ABOVE' on SCHEDULE - B, C and D.**
- 6) **Bidder should quote AT PAR/ABOVE only on SCHEDULE-A. If the bidder quotes NIL or NEGATIVE percentage or offers rebate/concession/discount for Schedule-A, then his offer shall be treated as non -responsive and will not be considered and EMD will be forfeited.**
- 7) *The quantities shown in the above schedule are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/increase and /or delete of include any of the quantities given above and no extra rate will be allowed on this account.*

Signature of Bidder

Sr.DME(Co-ord)/SC

**8) NOTE:**

1. In case of quoted percentage having decimal places, only first two digits after decimal will be considered, without any rounding off for third and more digits.
2. The rates quoted in this schedule should be inclusive of all types of duties, taxes and levies applicable to this contract including GST. *Goods and Service Tax (GST) at prevailing rates, if applicable for this contract and paid for by the contractor, shall be reimbursed at actuals to the contractor if the bill for payment is supported by documentary evidence/proof of the same without any interest.*
3. Income tax/TDS and other statutory deductions as applicable will be deducted from every monthly bill by Railways.
4. The rate tendered is for complete work in all respects. It will be deemed to include all plant, labour, supervision, materials, cleaning chemicals transport, including all leads, lifts, ascents, decants, crossing of Rly. tracks and any other observations etc. unloading, loading, handling, re-handling, taxes, octroi, royalty and compensation etc. all temporary works, erection maintenance, contractor's profit and establishment/over heads, together with all general risks, insurance liabilities and obligations set out or implied in the contract.
5. Contractor shall be required to pay to its employees roped in for services under the contract, based on category of minimum wages circulated by the Govt. Of India and deposit/disburse other statutory dues to respective agencies /employees.
6. The tenderer should offer all the materials for inspection before execution of work and inspection will be done by the authorized Railway representative.
7. Any Item / Items of the work should be done by the contractor as per the specification. However for any modification / Alterations of the Items / Work as per site conditions / requirements should be done, as desired by the Railway representative.
8. The tenderers are advised to inspect the site before quoting for the tenders.

## Annexure-AB

**Undertaking for truthfulness/correctness of the documents submitted by the bidder along with the tender**

I \_\_\_\_\_ (name & designation) \*\* Appointed as the attorney /authorized signatory of the tenderer (including its constituents), m/s \_\_\_\_\_ (hereinafter call the tenderer for the purpose of the tender documents for the work of \_\_\_\_\_ as per the tender no. \_\_\_\_\_ of ( \_\_\_\_\_ Railway), do hereby solemnly affirm & 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 tender and have signed all the pages in confirmation thereof.
3. I/We here by declared that I/We have downloaded the tender document from Indian railways website <https://www.gem.gov.in>. I/We have verified the content of the document from the website and there is no addition , no deletion or no alteration to the contain of the tender document. In case of any discrepancy noticed at any state i.e. evaluation of tenders execution of work or final payment of the contract, the master copy available with the railway administration shall be final & binding upon me/us.
4. I/We declare that and certify that I/We have not made any misleading are false representation in the forms, statements and attachment 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 & document submitted along with the tender by me/us are correct & I/We are fully responsible for the correctness of the information and documents submitted by us.**
7. I/We understand that if the certificates regarding eligibility criteria submitted by us found to be forged /false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire IR. Further I/We (Insert name of the tenderer)\*\* \_\_\_\_\_ and all my/Our constituents understand that my/our offer shall be summarily rejected.
8. I/We also understand that to 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 EMD/SD and performance guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

DEPONENT  
SEAL & SIGNATURE OF THE TENDERER

Place:

Date:

## ANNEXURE-DECL

**Name of the work:****Bid No.:****DECLARATION-1**

I/We (**Name of the bidder**) hereby solemnly declare that I/We visited the sites of work personally and have made myself/ourselves fully conversant of the conditions therein and I/We have quoted my/our rates for various items in tender schedule taking into account all the above factors also.

I/We hereby solemnly declare that my/our firm (**Name of the bidder**) shall complete the awarded work within stipulated time.

I/We hereby solemnly also declare that my/our firm M/s. (**Name of the bidder**) must follow the compliance of related statutory laws like minimum wages act etc. Failing which, severe action may be initiated as per extant rules mentioned in the document/GCC.

I/We hereby solemnly also declare that my/our firm M/s. (**Name of the bidder**) have not imposed any penalty for violation of any labour laws failing which, severe action may be initiated as per extant rules mentioned in the document/GCC.

I/We hereby solemnly also declare that my/our firm M/s. (**Name of the bidder**) have not suffered bankruptcy/insolvency during last 5 years.

I/We M/s (**Name of the bidder**) declares that I/We am/are not blacklisted or debarred by railways or any other ministry/departments/PSU of Govt. of India from participation in tender on the date of inviting of bids, either in individual capacity or as a member of the partnership firm or JV in which he was/is of partner/member. Concealment/ wrong information in regard to above shall make the contract liable for determination under clause-7.4 of the General Condition of Contract.

I/We M/s (**Name of the bidder**) do declare that me or any of my constituents should be debarred from the subject tender at any stage of the work, if

- (i) Any previous contract, being executed me or any of my constituents had been terminated under clause no.7.4 of the General Conditions of Contract for Services in that Railway division, within the previous 2 years from date of submission of bids of this tender.
- (ii) In that Railway division, me or any of my constituents has been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, with in the previous 2 years from date of submission of bids. (Period of 2 years shall be reckoned from the date on which the total accrued amount of penalties has reached the maximum penalty that can be imposed under the contract, as specified by the Competent Authority).

I/We hereby declare that if declaration to this effect furnished as a part of this bid is found to be false, I/We understand that process for 'banning of businesses against me/us shall be initiated as per extent rules.

**Date:****Place:****SEAL AND SIGNATURE OF THE TENDERER(S)**

Signature of Bidder

Sr.DME(Co-ord)/SC

**DECLARATION-2  
ENGAGEMENT OF RETIRED/EXISTING RAILWAY EMPLOYEE**

I hereby certify that no retired Employee/Engineer/Officer of the Railways has been engaged by me/our firm. I also certify that none of my relative is engaged in Railways.

If YES, Provide the details of Railway employee.

S. No.	Name of Employee	Department	Capacity in Rly	Relationship

**Date:**

**Place:**

**SEAL AND SIGNATURE OF THE TENDERER(S)**

**ANNEXURE-A****PROFORMA****ENGINEERING ORGANISATION**

## 1. ENGINEERING ORGANISATION AVAILABLE ON HAND.

S. No.	Name & Designation of Employee	Qualification	Previous Experience	Working From To
01	02	03	04	05
A				
B				
C				
Z				

## 2. ENGINEERING ORGANISATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM ABOVE.

Sl. No.	Name & Designation of Employee	Qualification	Previous Experience	Remarks
01	02	03	04	05
A				
B				
C				
Z				

## 3. ENGINEERING ORGANISATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM OUTSIDE.

(A SUITABLY WORDED CONSENT LETTER FROM SUCH A PERSON SHOULD BE OBTAINED AND ENCLOSED).

Sl. No.	Name & Designation of Employee	Qualification	Previous Experience	Remarks
01	02	03	04	05
A				
B				
C				
Z				

SIGNATURE OF THE TENDERER (S):  
NAME OF THE TENDERER(S):

**ANNEXURE-B****PROFORMA**  
**PLANT & MACHINERY**

## 1. PLANT &amp; MACHINERY AVAILABLE ON HAND.

S. No.	Particulars of machinery, Plant & equipment	No. of Units	Kind and make	Capacity	Age and Condition	Approx. cost in ₹. in lakhs	Purchase Bill No. & Date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

## 2. PLANT &amp; MACHINERY PROPOSED TO BE INDUCTED FROM ABOVE.

Sl. No.	Particulars of machinery, Plant & equipment	No. of Units	Kind and make	Capacity	Age and Condition	Approx. cost in ₹. in lakhs	Purchase Bill No. & Date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

## 3. PLANT &amp; MACHINERY PROPOSED TO BE INDUCTED FROM OUTSIDE.

Sl. No.	Particulars of machinery, Plant & equipment	No. of Units	Kind and make	Capacity	Age and Condition	Approx. cost in ₹. in lakhs	If to be purchased give likely date of receipt and supplier's Name.
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

SIGNATURE OF THE TENDERER (S):  
NAME OF THE TENDERER(S):

**ANNEXURE-C****EXPERIENCE CERTIFICATE**

1	Description of work		
2	Name of the organisation for whom executed, and contract		
3	Contract agreement No. and date of award		
4	Approx. value of contract (₹.)	Agreement value (₹)	
5		Final value (₹.)	
6	Date of commencement	Scheduled	
7		Actual	
8	Date of completion	Scheduled	
9		Actual	
10	Period of completion (in years, months and days)	Scheduled	
11		Actual	
12	Main features of the work		
13	Remarks if any.		

**Note:**

- i. Supporting documents /certified (duly attested) from the organisation with whom worked /are working should be enclosed.
- ii. Certificate from private individuals for whom such works are executed/being executed shall not be accepted.

***Tenders may re type this annexure, if space given is considered inadequate***



Signature:  
Name of Officer:  
Designation:  
Address:  
Office Seal:



**Annexure-D****LIST OF COMPLETED WORKS BY THE TENDERER**

S. No.	Name of work	Agreement No. and Date	Designation and address of agreement signing authority	Agreement value in lakhs	Completed value of work (in lakhs)	Date of completion	Remarks
Railway works							
A							
B							
C							
D							
E							
Z							
State Govt. Works							
A							
B							
C							
D							
E							
Z							
Public Sector Undertaking Works							
A							
B							
C							
D							
E							
Z							

SIGNATURE OF THE TENDERER:

NAME OF THE TENDERER:

**ANNEXURE-E****LIST OF WORKS ON HAND WITH THE TENDERER**

S. No.	Name of work	Agreement No. and Date	Designation and address of agreement signing authority	Agreement value in lakhs	Bill amount paid so far in lakhs	Due date of completion	Number of extensions taken
Railway works							
A							
B							
C							
D							
E							
Z							
State Govt. Works							
A							
B							
C							
D							
E							
Z							
Public Sector Undertaking Works							
A							
B							
C							
D							
E							
Z							

SIGNATURE OF THE TENDERER:

NAME OF THE TENDERER:

**ANEXURE-F****CERTIFICATE FROM CHARTERED ACCOUNTANT IN THEIR LETTER HEAD****TO WHOMSOEVER CONCERNED**

We \_\_\_\_\_ are the Auditors for the Firm \_\_\_\_\_ since last \_\_\_\_\_ (many) years. On the strength of the above association, we are issuing this certificate Firm on the Annual Contractual Turnover during the **last three Audited Financial Years** as per Audited Balance Sheets.

It is further certified that advances or loans taken by the Firm in connection with execution of the work is not reflected in the contractual receipts from Works Contracts indicated below

<b>Sl.No.</b>	<b>Financial Year</b>	<b>Receipts reflected in Audited Balance Sheets in P&amp;L account (₹.)</b>	<b>Contractual receipts from Works Contracts (₹.)</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>

Signature :  
 Name of CA :  
 Address :  
 Office Seal :  
 Phone no. :  
 Email :  
 Date :

## ANNEXURE- G

**SAMPLE FORMAT FOR BANKING REFERENCE FOR LIQUIDITY  
BANK CERTIFICATE**

This is to certify that M/s ..... is a reputed company with a good financial standing.

If the contract for the work, namely..... is awarded to the above firm, we shall be willing to provide overdraft / credit facilities to the extent of ₹..... to meet their working capital requirements for executing the above contract.

\_\_\_\_Sd.\_\_\_\_

Name of Bank: \_\_\_\_\_

Senior Bank Manager \_\_\_\_\_

Address of the Bank \_\_\_\_\_

**Change the text as follows for Joint Venture:**

This is to certify that M/s ..... who has formed a JV with M/s ..... and M/s ..... for participating in this bid, is a reputed company with a good financial standing.

If the contract for the work, namely..... is awarded to the above joint venture, we shall be able to provide overdraft / credit facilities to the extent of Rs..... to M/s ..... to meet their working capital requirements for executing the above contract.

[This should be given by the JV members in proportion to their financial participation]

**ANNEXURE-H****NATIONAL ELECTRONIC FUNDS TRANSFER****MANDATE FORM**

1.	Name of City	
2.	Bank Code No	
3.	Bank's Name	
4.	Branch Address	
5.	Branch Telephone / FaxNo	
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.	Telephone No. of Contractor	
12.	Contractor's E-mail ID	
13.	PAN No. to Income Tax Dept.	
14.	GST registration number	

I certify that the information furnished above is correct to the best of my knowledge and belief.

Confirmed by Bank:

Signature of Contractor(s) with Stamp & Address

Enclose a Copy of Cancelled Cheque

Signature of Bidder

Sr.DME(Co-ord)/SC

**Annexure-I****GENERAL INFORMATION AND JOINT VENTURE DATA**

<b>A. TENDERER INFORMATION SHEET</b>		
Tenderer' s Legal Name		
Legal status of the Tenderer	Sole Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Joint Venture / Consortium (Please tick one)	
In case of JV/Consortium, Legal name of each partner with percentage participation (also provide information of each member in separate sheet	Legal Name of JV/Consortium member	% participation
	1.	
	2.	
	3.	
Lead member of JV/Consortium		
Tenderers legal address in India, telephone numbers, fax numbers, email address for communication		
Tenderers authorized signatory (Name, designation, address, Contact no.)		
Tenderers authorized representative (Name, designation, address, contact no.)		
<b>FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: (by each member in case of JV/ consortium) :</b> <ul style="list-style-type: none"> <li>• Affidavit in case of Proprietary firm.</li> <li>• Partnership Deed in case of partnership firm.</li> <li>• Memorandum &amp; Article of Association in case of a Public/Private limited company.</li> <li>• In case of JV/Consortium, MoU/Agreement (duly notarized) entered into by the joint venture/ consortium members, containing intended percentage participation, nomination of Lead Member and division of responsibility to clearly define the work of each member etc.</li> <li>• Authorization/POA in favour of authorized signatory of tenderer to sign the tender, and also in favour of authorized representative of each member in case of JV/Consortium.</li> </ul> <p>Note: Tenderers authorised representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with RAILWAY ADMINISTRATION related to the tender.</p>		

STAMP &SIGNATURE OF AUTHORIZED SIGNATORY  
ON BEHALF OF TENDERER



**Tender Form (First Sheet)**

Tender No.: \_\_\_\_\_

Name of the work: \_\_\_\_\_.

To

The President of India,  
Acting through Senior Coaching Depot Officer  
Secunderabad, Secunderabad Division,  
South Central Railway -500 071.

Dear Sir,

1. I/We.....have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this Tender open for acceptance for a period of **60 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work of "\_\_\_\_\_ "at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within the time period stipulated from the date of issue of letter of acceptance of the tender.
2. I/ We also hereby agree to abide by the General Conditions of Contract corrected with the latest printed/advance correction slips 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.
3. A sum of rupees as notified in the NIT and Tender booklet is herewith forwarded as Earnest money deposit. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies in case my/our Tender is accepted and if:-
  - a) I/We do not execute the contract documents within **seven** days after receipt of notice issued by the Railway that such documents are ready; or
  - b) I/We do not commence the work within **Thirty** days after receipt of offers to that effect.
4. I/We am/are a Micro and Small Enterprise registered from -----(body approved by Ministry of MSME) with registration No. .... and terminal validity up to..... for similar service contract."
5. 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.

Tenderer's Signature

Address:

Date:



**Annexure-L****FORMAT FOR CONTRACT AGREEMENT  
SOUTH CENTRAL RAILWAY**

Contract Agreement No. \_\_\_\_\_ dated...../...../2019

1. **Articles of agreement** made this.....day of .....between the President of India acting through -----South Central Railway (herein-after called the 'RAILWAYS' which expression shall, unless the context does not so admit include his successors and assignees in the office) of the ONE PART and \_\_\_\_\_, (herein after called 'CONTRACTOR' which expression shall unless excluded by the context includes his heirs, executors, administrators, successors and assignees) of the OTHER PART.
2. Whereas the contractor has agreed with the Railways for the work of "\_\_\_\_\_" set forth in the schedule hereto annexed up on the General Conditions of contract and the specifications of the South Central Railway and the Special Conditions and Special Specifications, if any, and in conformity with the drawings here to annexed, if any, and whereas the performance of the said work is an act in which the public are interested.
3. Whereas the balance in the security deposit ₹.-----after adjustment of earnest money of ₹.----- originally paid by the contractor vide ----- drawn on ----- dated ----- is at the instance of the contractor recovered at 10 percent of the value of the running bills till the amount of security deposit of ₹.----- is fully recovered.
4. Whereas the contractor has furnished PG in the form of ----- for ₹.----- (5% of Contract value) towards Performance Guarantee is valid up to ----- (valid up to the stipulated date of completion plus 60 days beyond that).
5. Now this indenture witnesses that in consideration of the payments to be made by the Railway the contractor will duly perform the said works in the said schedules set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the ----- and will observe, fulfil and keep all conditions here in mentioned (which shall be deemed and taken to be part of this contract as if the same has the fully set forth here in) and the Railway both here by agree that the contractor shall duly perform the said work in the manner aforesaid and observe and keep said terms and conditions. The Railway will pay or caused to be paid to the contractor for the said work on the final completion thereof. The amount due in respect at rate of ----- on the estimated value and total value of ₹. ----- (in words-----) specified in the schedule hereto annexured to the agreement of works.
6. It is hereby agreed and declared that all the provisions of the said specifications, conditions of contract which have been carefully read and understood by the contractor and schedule of rates, including the general instructions contained in page.... thereof shall be as binding up on the contractor and up on the Railway Administration as if the same has been repeated herein and shall be read as part of these presents.

Signature of the Contractor

Name &amp; Address:

Signature of witness with addressed  
to the contractor/firm :

1)

2)

Signature of the Officer:

Designation

For and on behalf of the President of India

Signature of the witness with address to the  
Railways:

1)

2)

Signature of Bidder

Sr.DME(Co-ord)/SC

**Annexure-M****1.0 PROFORMA OF REVISED PERFORMANCE GUARANTEE TO BE SUBMITTED BY CONTRACTORS AS PER NEW CLAUSE ADDED IN THE GENERAL CONDITIONS OF CONTRACT BY RAILWAY BOARD VIDE LETTER NO. Track/21/2007/0113/7/8/BG DT. 15.2.08**

1. In consideration of the President of India (hereinafter called "the Government") having agreed to exempt..... (Hereinafter called "the said contractor/s") from the demand, under the terms and conditions of an Agreement dated ..... Made between .....and.....for..... (Hereinafter called "the said Agreement), of security deposit for due fulfilment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of a bank guarantee for ₹..... (Rupees.....only). We.....(indicate the name of the Bank) "Hereinafter referred to as "the Bank" at the request .....(Contractor(s) do's hereby undertake to pay to the government an amount not exceeding ₹.....(in words ₹.....) against any loss or damage caused to or suffered or would be caused or suffered by the Government by reasons of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, .....(name of the Bank) do hereby undertake to pay the amounts due to payable under this guarantee without any demur, merely on a demand from the government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reasons of breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s) failure the 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 ₹.....
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We.....(name of the Bank) 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 is 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 or till.....(Office/Department). Ministry of ..... Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said the contractor(s) and accordingly discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before the..... (Date) we shall be discharged from our liability under this agreement thereafter.
5. We.....(name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relived from our liability by reason of any

such variation, or extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or any such matter or things whatsoever which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/supplier(s).
7. We, ..... (Name of the bank) lastly under take not to revoke this guarantee during its currency except the previous consent of the Government in writing.

Date: The ..... Day of.....20\_\_\_\_.For.....(bank)

**MOU FORMAT for JV**  
**On Non-judicial stamp of required value**  
**MEMORANDUM OF UNDERSTANDING**  
**FOR JOINT VENTURE AGREEMENT**

1. This Memorandum of understanding executed this \_\_\_\_\_ day of \_\_\_\_\_ 2008 between \_\_\_\_\_ (Name of Co.) \_\_\_\_\_ a company registered under the Companies Act 1956 having its registered office at \_\_\_\_\_ represented through its Director /Authorized Representative \_\_\_\_\_ ( hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART.

2.

OR

M/s. \_\_\_\_\_ a partnership firm registered under the Indian Partnership Act 1932, having its registered office \_\_\_\_\_, \_\_\_\_\_, represented through its Partner Shri. \_\_\_\_\_/Authorized Representative \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART.

AND

3. M/s. \_\_\_\_\_ (Name of Co.) \_\_\_\_\_ a company registered under the Companies Act 1956 having its registered office \_\_\_\_\_ represented through its Director or Authorized Representative \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART.

OR

M/s. \_\_\_\_\_ a partnership firm registered under the Indian Partnership Act 19, having its registered office \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART.

AND

4. This Memorandum of understanding executed this \_\_\_\_\_ day of \_\_\_\_\_ 2008 between \_\_\_\_\_ Name of Co. \_\_\_\_\_ a company registered under the Companies Act 1956 having its registered office \_\_\_\_\_ through its Director or Authorized Representative \_\_\_\_\_ (herein after referred to as \_\_\_\_\_

\_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART.

OR

M/s. \_\_\_\_\_ a partnership firm registered under the Indian Partnership Act 19, having its registered office \_\_\_\_\_, \_\_\_\_\_ through its Partner or Authorized Representative \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART.

5. This Memorandum of understanding executed this \_\_\_\_\_ day of \_\_\_\_\_ 2008 between \_\_\_\_\_ Name of Co. \_\_\_\_\_ a company registered under the Companies Act 1956 having its registered office \_\_\_\_\_ through its Director or Authorized Representative \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the FOURTH PART.

OR

M/s. \_\_\_\_\_ a partnership firm registered under the Indian Partnership Act 19, having its registered office \_\_\_\_\_, \_\_\_\_\_ through its Partner or Authorized Representative \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the FOURTH PART.

6. This Memorandum of understanding executed this \_\_\_\_\_ day of \_\_\_\_\_ 2008 between \_\_\_\_\_ Name of Co. \_\_\_\_\_ a company registered under the Companies Act 1956 having its registered office \_\_\_\_\_ through its Director or Authorized Representative \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the FIFTH PART.

OR

M/s. \_\_\_\_\_ a partnership firm registered under the Indian Partnership Act 19, having its registered office \_\_\_\_\_, \_\_\_\_\_ through its Partner or Authorized Representative \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the FIFTH PART.

Whereas, Secunderabad Division, South Central Railway hereinafter referred to as Owner/Customer has invited Tender Nos. \_\_\_\_\_ hereinafter referred to as the Tender for the work of \_\_\_\_\_ hereinafter referred to as the said work.

Whereas, the party of the first part i.e. M/s. \_\_\_\_\_, \_\_\_\_\_ details to be supplied of the expertise in their field.

Whereas, the party of the second part, M/s. \_\_\_\_\_ details to be supplied of the expertise in their field.

Whereas, the party of the third part, M/s. \_\_\_\_\_ details to be supplied of the expertise in their field.

Whereas, the party of the fourth part, M/s. \_\_\_\_\_ details to be supplied of the expertise in their field.

Whereas, the party of the fifth part, M/s. \_\_\_\_\_ details to be supplied of the expertise in their field.

AND whereas parties to this MOU, have agreed to co-operate with each other to associate jointly and to form a Joint Venture Firm to participate in the Tender of Indian Railways.

Now, therefore, in consideration of the premises and mutual promises and of the undertaking contained herein, it is hereby agreed as follows:-

1. The purpose of MOU –  
M/s. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ agree to co-operate with each other for the purpose of joint participation in the Tender and in the event, the contract is awarded, to jointly execute the contract. The broad interfaces and scope of work of each party is set forth below:-

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2. The name of the Jt. Venture firm shall be \_\_\_\_\_
3. The parties, hereto, represent that:
  - a) They are in possession of all approvals and valid authorization for the purpose of execution of this MOU.
  - b) They have not entered into any agreement/MOU of equal or similar nature with any third party for the Tender.

That each of the parties of the JV, agrees and undertake to place at the disposal of the JV, benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility, including the provision of information advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be follows:

M/s. \_\_\_\_\_ %  
 M/s. \_\_\_\_\_ %  
 M/s. \_\_\_\_\_ %  
 M/s. \_\_\_\_\_ %  
 M/s. \_\_\_\_\_ %

**Lead Member :**

That one of the member of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51 %) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with up to three members and not less than 10% each in case

of JV firms with more than three members. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.

And all rights, interest, liabilities, obligations, work experience and risks (net profits or net losses) arising out of the contract shall be shared or borne by the Parties in proportionate to these shares. Each of the parties shall bound by guarantees, sureties required for the work as well as its proportionate share in working capital and other financial requirements.

4. The parties to this MOU undertake:

- a) That after submission of the tender, the MOU shall not be modified/alterd /terminated during the validity of the tender except when modification becomes inevitable due to succession laws etc., but in no case the minimum eligibility criteria would be vitiated. The parties to this MOU further agree that the Lead Member will continue to be the Lead Member of J.V. firm.
- b) That after the contract is awarded the constitution of the J.V. firm shall not be altered during the currency of contract except when modification becomes inevitable due to Succession Law etc. but in no case the minimum eligibility criteria would be vitiated.

5. JOINT & SEVERAL LIABILITY

In respect of the Tender, all terms shall be complied by each party on back-to-back basis as per specifications of the Tender or any other mutually agreed terms with the Owner/Customer. The Parties hereto shall, if awarded the contract for the project for which the Joint Venture is formed, be jointly and severally liable to the Indian Railways for execution of the project in accordance with the contract. The Parties hereto also undertake to be liable jointly and severally for the loss, damages caused to the Indian Railways in course of execution or due to non-execution of the contract or part thereof or arising out of the contract.

6. Shri \_\_\_\_\_ shall be authorized partner/person on behalf of the Joint Venture to deal with tender, to sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books, and similar such action in respect of tender/Contract. All notices/correspondence with respect to the contracts would be sent only to this authorized member of the J.V. Firm.

7. Notwithstanding anything contained herein, in respect of the Tender, with regard to the internal relationship, the inter se liabilities between the parties shall be in proportion to their respective scope of work and shall be subject to the provisions of this MOU.

8. The Parties agree that with respect of the Tender neither Party, nor any subsidiary company of either Party, nor any joint venture company or any other entity, in which the Party/ies, is or are in any way interested, shall compete together with or through any third party, nor shall the Parties advise, consult for, engage in or otherwise assist in any way any person or entity or any affiliate thereof in respect of any orders or contracts related to the Tender.

9. Responsibility

Each Party shall assume and accept full responsibility for its Scope of Work and the obligations imposed in the Contract and in this MOU as if it was, with regard to its Scope of Work, an independent partner contracting individually with the Customer. In the event of any defect

and damage or any claim arising from the Customer under the Contract or any third party in relation to or as a consequence of any failure to meet the performance specification the Party, within whose Scope of Work the claim arises, shall be entirely responsible for the claim and shall indemnify and hold harmless the other Party from any liability, demand, claim burden cost, expense attorney's fees and costs arising from thereof.

10. Assign ability

No party to the Joint Venture has right to assign or transfer the interest, right or liability in the contract without the written consent of the other party and that of the Railway.

11. Use of Machinery, Instruments, Labour Force, etc.

The Parties hereto undertake that whatever the machinery, instruments, Labour force (including unskilled, skilled, inspectors, Engineers etc.) they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of the work, the Party/ Parties having the control over the said machinery, instrument, labour force etc. without having any regard to their share of profit and loss agreed to between the Parties in Joint Venture Agreement shall hand over the same at the disposal of the other party who is actually executing the work for purpose of execution of the contract without any hindrances and obstacle.

12. Duration of MOU

It shall be valid during entire currency of contract including the period of extension, if any and also till the maintenance period is over or till all the contractual liabilities including warranty/guarantee obligations are discharged completely.

13. Applicable Law

This MOU and any arrangement/agreements regarding the performance shall be construed and interpreted in accordance with and governed by the Laws of India and shall be subject to the exclusive jurisdiction of the courts within jurisdiction of South Central Railway.

14. Settlement of Disputes

In the event of disputes arising from this MOU, the Parties to the MOU undertakes to endeavour to settle the said disputes amongst them amicably. However, if the parties fail to resolve the disputes amongst them amicably, the said disputes arising out of or in connection with the present MOU shall be resolved through Arbitration as per the provisions enshrined under the Arbitration and Conciliation Act, 1996 or/and amendments thereof.

15. All communications or notices provided for herein shall be in the English language and be delivered, mailed, or tele-faxed to the Parties addresses as indicated below :-

M/s. \_\_\_\_\_

M/s. \_\_\_\_\_

All correspondence and notices to the Joint Venture shall be addressed to the Lead Member i.e. M/s. \_\_\_\_\_/Shri \_\_\_\_\_ at the address stated herein below:-

M/s. \_\_\_\_\_

Such communication or notices shall be deemed to have been duly given when so delivered or, if mailed, when received at destination.

16. Each Part shall have full and sole responsibility to bear the expense of and effect the payment of any taxes, duties, special insurance, fees or assessments of any nature whatsoever



(including personal income taxes level or imposed on any of its employees or personnel or any of its sub-contractor's employees or personnel) including penalties and interest, if any, levied in connection with the execution of this MOU.

17. The parties to this MOU declares and certifies that they have not been black listed or debarred by Railways or any other Ministry/Department of the Govt. of India/State Govt. from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were member/partners.

In witness whereof, the Parties have caused this MOU to be executed by their respective authorized representatives on the date and year mentioned herein above.

Signature: -                      Signature: -                      Signature:-  
Shri. \_\_\_\_\_ of      Shri. \_\_\_\_\_ of      Shri. \_\_\_\_\_ of  
M/s. \_\_\_\_\_              M/s. \_\_\_\_\_              M/s. \_\_\_\_\_

Signature :-                      Signature :-  
Shri. \_\_\_\_\_ of              Shri. \_\_\_\_\_ of  
M/s. \_\_\_\_\_                      M/s. \_\_\_\_\_

Witnesses:-  
1) Name:                                      Address:-  
2) Name:                                      Address:-

THE SCHEDULE  
[See rule 2(1)]  
**FORM A**  
**FORMAT OF EMPLOYEE REGISTER**  
[Part-A: For all Establishment]

Name of the Establishment \_\_\_\_\_ LIN \_\_\_\_\_

Sl No	Employee Code	Name	Surname	Father's Name	Date of Birth*	Nationality	Education Level	Date of Joining	Designation
1	2	3	4	5	6	7	8	9	10
Category	Type of Employment	Mobile	UAN	PAN	ESIC IP	LWF	AADHAR	Present Address	Permanent Address
11	12	13	14	15	16	17	18	19	20
Service Book No	Date of Exit	Reason for Exit	Mark of Identification	Photo	Specimen Signature	Remarks			
21	22	23	24	25	26	27			

Note: In case the age is between 14 to 18 years, mention the nature of work, daily hours of work and Intervals of rest in the Remarks Column.

Signature of Bidder

Sr.DME(Co-ord)/SC

**FORM B  
FORMAT FOR WAGE REGISTER**

Rate of Minimum Wages and since the date.....		
	Semi-Skilled	Un Skilled
Minimum Basic		
DA		
Overtime		

Name of the Establishment \_\_\_\_\_

LIN \_\_\_\_\_

Wage period from \_\_\_\_\_ To \_\_\_\_\_ (Monthly Rated)

SI No in Employee register	Name	No of Days worked	Overtime hours worked	Basic	Spl. Basic	DA	Payments Overtime	HRA	Others	Total
1	2	3	4	5	6	7	8	9	10	11
Deductions PF	ESIC	Income Tax	Society	Insurance	Others	Recoveries	Total	Net Payment	Employer Share PF Welfare Fund	Receipt by Employee
12	13	14	15	16	17	18	19	20	21	22
Date of Payment	Remarks									
23	24									

Signature of Bidder

Sr.DME(Co-ord)/SC

**FORM C**  
**FORMAT OF REGISTER OF LOANS RECOVERIES**

Name of Establishment \_\_\_\_\_ LIN \_\_\_\_\_

Sl No in Employee register	Name	Recovery Type(Damage/loss/fine/advance/loans)	Particulars	Date of damage/Loss*	Amount	
1	2	3	4	5	6	
Whether show cause issued*	Explanation heard In presence of*	Number of Installments	First Month/year	Last Month/year	Date of complete Recovery	Remarks
7	8	9	10	11	12	13

\*Applicable only in case of damage/loss/fine

**FORM D**  
**FORMAT OF ATTENDANCE REGISTER**

Name of Establishment \_\_\_\_\_ LIN \_\_\_\_\_

For the Period From To

Sl No in Employee register	Name	Place of Work*	Dates	1	2	3	4	5	6	...	31	No of Days worked	Summary No of hours worked
			IN										
			OUT										
1	2	3	4	5							6	7	

\*Place of Work in case of Mines only (Underground/Opencast/Surface)

In case an employee is not present the following to be entered: (R for Rest/L for Paid Leave/A for absent/O for Weekly Off/C for Establishment Closed)

\*\*\*\*\* END OF TENDER DOCUMENT \*\*\*\*\*

Signature of Bidder

Sr.DME(Co-ord)/SC