/3096989/2024

GOVERNMENT OF INDIA (भारत सरकार)
MINISTRY OF RAILWAYS (रेल मंत्रालय)
(RAILWAY BOARD) (रेलवे बोर्ड)

No.2023/Track-III/TK/11 **New Delhi, dated .05.2024.**
3/6/2024

The Principal Chief Engineer,
East Central Railway.

Sub: Outsourcing of Operation & Maintenance of Track Machine for a period of two years in East Central Railway.

Ref: (i) Railway Board Letter No. 2023/Track-III/TK/11 dated 28.12.2023

(ii) ECR letter no. TM/O&M/2024/1 dated 11.0-5.2024

Vide reference above, the Tender document prepared by Western Railway for Outsourcing of Operation & Maintenance (O&M) of BCM group of Track Machines was sent to Zonal Railway. Railways were advised to go through the Tender Document before inviting the tenders.

Vide ref(ii) above, ECR has intimated that the tender for the above mentioned subject was published on 22/03/2024 and opened on 13/04/2024 following the General Conditions of Contract for Services – 2018. ECR has also brought out that their HQ finance has given the remark that, "An intimation to this effect should be sent to the Railway Board before start of the work that GCC-2018 for service contract has been incorporated in the tender document and the instruction / directions issued should be followed."

In light of above, it is brought out that Railway Board had sent the document with the General Conditions of Contract of April 2022. It is also mentioned therein that necessary amendment as per Railway's requirement may be made. Accordingly ECR may take appropriate action in this regard securing Railway's interest.

Your attention is also invited to Board's letter No.2011/O&M/3/6 dated 04-04-2011 where it is clearly mentioned "Correspondence with Board should have the approval of GM / PHoD and an endorsement to this effect be made in the letter...". It inter-alia also mentions " All letters (except routine nature and reminders) addressed to Railway Board

/3096989/2024

should be signed by an officer not below the rank of Senior Administrative Grade...". In this case, reference to Board has been made by a JA Grade officer.

Concerned Officer should be counseled appropriately in this regard.

Vijay
3/6/2024

(VIJAY SINGH)
Ex. Director, Track (M& MC)
Railway Board
Tele: No. 011- 47845531
Email_ID : vijay.singh.2017@gov.in
Room No. 150, First Floor, Rail Bhawan,
Raisina Road, New Delhi - 110 001

(42)

Track Machine Organisation
East Central Railway
Plant Depot, DDU

Letter No.- TM/O&M/2024/1

Date-11/05/2024

EXECUTIVE DIRECTOR TRACK (M&MC)
RAILWAY BOARD
ROOM NO. 150, FIRST FLOOR, RAIL BHAWAN,
RAISINA ROAD, NEW DELHI-110001.

Sub: - Outsourcing of Operation & Maintenance of Track Machines for a period of two years in East Central Railway.

Ref: 1) Railway Board letter No. 2023/Track-III/TK/11, Dt:28.12.2023 (P/2-17)
2) AFA/Fin-II/HQ/HJP letter no. ECR/FIN/FCN/011, Dt: 08.03.2024 (P/18)
3) Approved Tender Documents by PCE/ECR (P/19-54)
4) Bid Documents. (P/55-60)

The tender for Outsourcing of Operation & Maintenance of Track Machines for 02 years was published on 22/03/2024 & opened on 13/04/2024 and it is under finalization. This is a case of service tender and accordingly, tender document has been prepared as per the General Conditions of Contract for Services -2018 and published on GeM portal after approval of competent authority.

However, as per the Railway Board guidelines vide letter under reference no.01, the tender documents should have been published as per "General Conditions of Contract - 2022" which is meant for Works tender. During concurrence of the proposal by HQ Finance, AFA/Fin-II/HQ/HJP has given the following remarks at Sl.No. 04:

"An intimation to this effect should be sent to the Railway Board before start of the work that GCC-2018 for service contract has been incorporated in the tender document and the instructions/directions issued should be followed."

In view of the above remarks of associate finance, the complete set of approved tender documents have been attached for your kind perusal and for issuing necessary instructions/directions in this regard.

The case file is put for kind perusal and necessary action please.

Attachments:-

1) Railway Board letter No. 2023/Track-III/TK/11, Dt:28.12.2023
2) AFA/Fin-II/HQ/HJP letter no. ECR/FIN/FCN/011, Dt: 08.03.2024
3) Approved Tender Documents by PCE/ECR
4) Bid Documents

11/05/24

Dy. Chief Engineer/TMC
Plant Depo/DDU.

Copy to: Chief Engineer/TMC, Hajipur

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(2)

2023/TRACK-III/TK/11

I/3085255/2023

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2023/Track-III/TK/11 **New Delhi, Dtd. 28.12.2023**

Principal Chief Engineer,
All Zonal Railways

Sub: Service contract for Operation & Maintenance by track machines owned by IR
Ref: WR letter No. W641/12/27 dated 13.06.23

Few of the zonal Railways have gone for outsourcing of Operation and maintenance of track machines for some machines. Western Railway has prepared a tender document for outsourcing of Operation & maintenance (O&M) of BCM group of Track machines for a period of two years, wherein machines are owned by Zonal Railway. All Zonal Railways are advised to go through this tender document and necessary amendments as per their requirement may be made.

Tender document may be developed for other type of track machines on similar pattern by Zonal Railway and may be finalized with concurrence of finance.

Tenders may be invited by Zonal Railways for operation and maintenance, if they have vacant sanctioned posts and they are facing problem to operate the track machines due to nonavailability of departmental manpower.

Feedback in this regard shall be conveyed to Railway Board within 15 days.

DA: As above

Vijay 28/12/2023

(VIJAY SINGH)
EXECUTIVE DIRECTOR TRACK (M & MC)
RAILWAY BOARD
Tele: No. 011- 47845531
Email_ID : vijay.singh.2017@gov.in
Room No. 150, First Floor,Rail Bhawan,
Raisina Road, New Delhi - 110 001.

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1647669/2023/Track-III

पश्चिम रेलवे
Western Railway

Office of the,
Principal Chief Engineer
Western Railway HQ
Churchgate,
Mumbai-400 020

Date: 13.06.2023

No. W 641/12/27
Comp. File No. 81619

Director Track (Machines)
Room No. 150,
Railway Board,
New Delhi.

Sub: Works Contrack for Ballast Cleaning by BCM.

Ref: 1) Railway Board's letter no. 2017/Track-III/13 Dt. 10.02.2023.
2) This office letter no. W641/12/27 Dt. 17.02.2023.
3) Railway Board's letter no. 2017/2017-III/TK/13 Dt. 10.02.2023.

With reference to your letter under ref. 3 above, please enclosed herewith revised draft tender documents for operation maintenance of BCM group machines (i.e. BCM: 2 Nos. + DUO: 1 No. + DGS: 1No. & BRM: 1 No.) owned by Railway with Contractor's manpower/staff for a period of 2 years.

This is for your information please.

DA : As above.

13/6/2023
Chief Engineer/TMC

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(3)

Tender Document
For
Outsourcing of Operation and Maintenance of BCM group of Track Machines for a period of two years.

_____ RAILWAY

(e-Tender No. _____)

Due on Date: As per IREPS website.

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Index

Sr. No.	Description	Page no.
1	Cover Page	01
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3	Tender Notice	03
4	Section-1, Instructions to Bidder (ITB)	04-08
5	Section-2, General Conditions of Contract April-2022	09
6	Section-3, Terms and Conditions	10
7	Section-4, Special Terms and Conditions	11-22
8	Section-5, Schedule of Quantities and Rates	23-30

Note: All the above parts taken together shall constitute the complete tender documents hereinafter referred to as "Tender Document" and have to be read together and acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.

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(4)

TENDER NOTICE

Dy. Chief Engineer (Track Machine), _____ Railway, _____, for and on behalf of the President of India, invites Open Tender under Two packet system through e-Tendering from the agencies fulfilling the eligibility criteria for following work-

Name of the work: Outsourcing of Operation and Maintenance of BCM group of Track Machines for a period of two years.

1.	Type of tender	: Open Tender (e-Tender)
2.	Tender Notice No.	:
3.	Cost of tender documents	: Rs.
4.	Bid Security	: Rs.
5.	Estimated cost of work	: Rs.
6.	Completion period	: 02 years from the date of issue of letter of acceptance.
7.	e-Tender Closing Date & Time	: As per IREPS at 11.00 hrs
8.	e-Tender Opening Date & Time	: As per IREPS at 11.15 hrs
9.	Validity of offer from date of opening	: 90 days from the date opening of tender.

10. Eligibility Criteria:
    1. Technical Eligibility Criteria-
11. Financial Eligibility Criteria-
12. **Similar Work means:**

Repairs and Reconditioning of Track Machines.
Or
Repairs and supply of spares to Track Machines.
Or
Outsourcing / Supply of staff for operation / maintenance of track machines.

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e-Tender Document for Tender No. _____

SECTION – 1

INSTRUCTIONS TO BIDDERS (ITB)

1. In connection with the Invitation of Bids for the work, The Principal Chief Engineer, _____ Railway, _____, acting on behalf of The President of India, issues this Tender Documents for the work as specified in Section-5: Works Requirements.
2. Bids other than in the form of E-Bids shall not be accepted against above Tenders. For this purpose, Tenderers are required to get themselves registered with IREPS website along with class III Digital signature certificates issued by CCA under IT Act-2000.
3. Tenderer requiring any clarification of the Tender Document shall contact the Dy. CE/ TMC/_____ of _____ Railway in writing at the address _____ or by email at _____ The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids.
4. Care in Submission of Tenders: Refer GCC, April-2022 with updated advance correction slips issued before opening of tender.
5. **Submission of Tender**: The Tender shall be submitted their offer online on the e-procurement website www.ireps.gov.in on or before the due date and time fixed for the receipt of e-bids as set forth in the tender document. Detailed guidelines for Tender submission are given online on the website.
6. **Deviations:**
   - 6.1. Tenderer should submit their offer strictly in accordance with the terms and conditions of tender document. Tenderer should not quote any deviation from the tender document and should not quote any conditions.
   - 6.2. Nevertheless, as an exception, if any unavoidable deviation or conditions are quoted by the tenderers, financial impact of each of such conditions/deviations on their quoted unit rates, in terms of Rupee per unit rate, shall be clearly mentioned by the tenderer in the tender offer.
   - 6.3. If any of deviation/condition has no financial impact on the quoted rates, in such cases also, the tenderer must clearly mention its financial impact as 'Nil'. This is required for proper financial evaluation of such conditional/deviated offers.
   - 6.4. Conditional offer/offers with deviations, without quantified financial impact of each of condition/deviation on the quoted rates, shall be considered as "incomplete" and shall be summarily rejected.
7. **Bid Security**: As per Clause No. 5 of Part I of GCC April-2022 with advance correction slips issued before opening of tender.
8. **Security Deposit**: As per Clause No. 16(1) of Part II of GCC April-2022.
9. **Performance Guarantee**: As per Clause No. 16(4) of Part II of GCC April-2022
10. **Price Variation Clause**: As per Clause No. 46(A) of Part II of GCC April-2022.
11. **Deadline for Submission of Tender**: Tender must be uploaded online no later than the date and time specified in tender notice/tender document.
12. **Online Opening of Bids:** No Contractor shall be required to be present in the Railways office for any E-Tender opening process. They can obtain totally transparent bid tabulation statement by logging on to the IREPS.

    The Railway does not guarantee opening of tenders at the specified date and time. Thus, the actual time and date of opening may, at the sole discretion of the Railway, be rescheduled to any future time and date without assigning any reasons thereof. Since this is an online bidding

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where the website does not permit submission of offers after the stipulated date and time of closing, it is ensured that no offers are submitted after the scheduled tender closing time and date. Thus, there is no scope for late / delayed tenders.

13. Evaluation of tenderer: Refer GCC April-2022.

14. **Consideration of Tenders**: As per Clause No. 7 of Part I of GCC April-2022

15. **Contract Documents**: As per Clause No.8 of Part I of GCC April-2022

16. **Renewal of Deposits by Contractor**

The fixed deposit receipt submitted by the successful tenderer towards Security deposit and it shall be the responsibility of the tenderer/s to advise, the FA&CAO(X), _____ Railway, _____ for renewal and revalidation of the currency period of the fixed deposit as required. Such advice by the Contractor shall be made well in advance so as to reach the FA&CAO(X), _____ Railway, _____ not later than one month before the maturity of the currency period. If the contractor fails to do so, the loss of interest on the fixed deposits, if any shall be solely on the contractor's account and the railway shall not in any way be responsible for the loss of interest suffered by the contractor.

17. **Corrigendum:** The Employer reserves the right to issue any corrigendum to the tender up to 15 Days (fifteen days) prior to the due date of closing of the tender. Tenderers are also advised to check the website accordingly for the purpose of submitting their e-bids or revising their e-bids, if submitted earlier to the issue of corrigendum if any.

18. Inclusion of 'Letter of Credit' (LC) as Mode of Payment as option in Works Tenders or Service Tenders as per Railway Board's Letter No.2018/CE-I/CT/9 dtd.04.06.2018 is as under.

Following special conditions are applicable for LC mode of payment for Works Tenders or Service Tenders having advertised cost of Rs.10 Lakh or above.

i. For all the tenders having advertised cost of Rs.10 lakh or above, the contractor shall have the option to take payment from Railways through a **letter of credit (LC)** arrangement.

ii. This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System – the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.

iii. The option so exercised, shall be an integral part of the bidder's offer.

iv. The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.

v. In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:

a. *The LC shall be sight LC.*

b. *The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.*

c. *SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.*

d. *The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract,*

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on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.

e. *The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.*

f. *The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as Annexure -2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.*

g. *The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.*

h. *The Document of Authorization, shall be issued by Railway Accounts Office against each bill passed by Railways.*

i. *On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railways bank (Local SBI Branch).*

j. *The contractor shall take print- out of the Document of Authorization available on IREPS and present his claim to this bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Bill.*

k. *The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).*

l. *The Contractor's Bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).*

m. *The Railway's Bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Documents of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.*

n. *Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.*

o. *The LC shall be closed after the release of final payment including PVC amount, if any to the contractor.*

p. *The released of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through LC.*

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Annexure-I

Form of Guarantee Bond For Performance Guarantee
Bank Guarantee Bond

The President of India,
Through,
FA & CAO (X),
_____ Railway,
_____.

In consideration of the President of India (hereinafter called "the Government") having agreed to accept from _____ (hereinafter called "the said Contractor/s), under the terms and conditions of an Agreement/Acceptance letter dated _____ made _____ between _____ and _____ (hereinafter called " the said Agreement") the Performance Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs _____ (Rs. _____ only) we, _____ (indicate the name of the Bank hereinafter referred to as "the Bank) at the request of _____ contractor/s do hereby undertake to pay the government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by or would be caused to or suffered by the Government by reason of any branch by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Government stating that the amount claimed is by way of loss or damage caused to or suffered by the Government by reason of breach by the said contractor/s of any of the terms or conditions contained in the said agreement or by reason of the contractor/s failure to perform the Agreement, any such demand made on the bank shall be conclusive as regards the amount due and payable to the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

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 suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute any 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)/suppliers (s) shall have no _____ against us for making such payment.

4. We, _____ (indicate the 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, including Maintenance/Warrantee Period, and that it shall continue to be enforceable till 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 Railway certifies that the terms and conditions of the Agreement have been fully and property carried out by the said Contractor (s) and accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall discharged from all liability under this guarantee thereafter.

5. We, _____ (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and

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e-Tender Document for Tender No. _____

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 from any time or from time to time any of the powers exercisable by the Government against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor/s or for any forbearance act or omission on the part of the Government or indulgence by the Government to the said contractor(s) or such any matter or thing whatsoever which under the law relating to 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, _____ (indicate the name of Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Date this _____ day of _____ 20___.

For _____
(Indicate the name of Bank)

(IMP Note: Bank authority signing the BG must affix their stamp indicting their name and employee code at last page of the BG, else BG will not be accepted)

The stamp duty for Bank Guarantee Bond is as under: -

Amount of Guarantee Bond	Stamp Duty 'Payable'
a. Where the amount not exceeds Rs. 2,500/-	Rupees One Hundred
b. Where the amount exceeds Rs. 2,500/-	Five rupees for every one thousand rupees or part thereof for the amount secured by such deed, subject to the minimum of one hundred rupees and maximum of ten lakh rupees.

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SECTION -- 2

GENERAL CONDITIONS OF CONTRACT

(GCC April – 2022 with advance correction slips issued before opening of tender)

Tender shall be governed as per the GCC April 2022 with upto date correction slips.

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SECTION - 3

TERMS AND CONDITIONS

1. Requirement of Staff for Track Machine Operation and Maintenance is as per Schedule-A of tender documents

2. Materials mentioned in Annexure- 'A' to 'D' of Schedule – B of tender documents at Section-5 are to be used to carry out schedule maintenance such as Daily, 50 Hrs, 100 Hrs, 200 Hrs and 500 Hrs maintenance schedules of Track Machines. Payment will be made as per actual consumption of the material. A proper record of scheduled maintenance carried out for each machine to be maintained by contractor's supervisor in prescribed format issued by Dy.CE/TMC/_____ duly checked and counter signed by machine in-charge.

3. **Warranty/Guarantee of spares:** Warranty for material at Annexure-A to Annexure-D shall be for minimum 06 months from the date of fitment of material against manufacturing defects or workmanship or as prescribed by the Original Equipment Manufacturer. For Items in Schedule B From 1/NS to 11/NS warranty shall be as per Annexure-E. Contractor has to replace the defective items free of cost at site where machine shall work. Any fixtures/ Nuts/ bolts / tools required for replacement of the part under warranty shall be arranged by Contractor for which no extra payment will be made.

4. For technical matter **CE/TMC/**_____ is a final authority in case of any disputes,

5. Consignee: SSE(ZMC)_____ or respective SSE/TMC as appointed by Dy.CE(TMC)_____.

6. On removal of old material and fittings, the same should be handed over to the respective engineer in charge/ SSE/ZMC/_____ or nominated representative of Railway.

7. No extra charges shall be paid for transportation etc.

8. Completion Period/ Contract period is two years from the date of issue of letter of acceptance.

9. The issue of the agreement will be binding contract between the Tenderer and the Railways.

10. **Payment:** Payment will be arranged after receipt and acceptance of verified bills and will be done by Dy.CE(TMC)_____, through FA & CAO(X) _____.

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SECTION - 4

SPECIAL TERMS AND CONDITIONS FOR OUTSOURCING

Special conditions for Outsourcing of operation, maintenance of Track machines for a period two years in _____ Railway.

Special Conditions of Schedule A-

1. Minimum one supervisor /Machine In-charge will be deputed by Railway on each machine, who will be responsible for Machine Driving and will co-ordinate with Railway persons of other Departments for arranging traffic blocks and movement of machine.
2. It will be responsibility of the Machine In-charge to certify the day-to-day maintenance of machine. During maintenance shift, the staff deployed by contractor shall perform the stipulated maintenance of machine, repair if any, stipulated preventive checks and schedule maintenance of machine of all assemblies (like engines, generators, Hydraulic system, Pneumatic system and electrical control system etc.) or sub-assemblies (various water & HSD oil pumps, sensors etc) as specified by OEM as well as RDSO & IRTMM. Maintenance will be carried out in such way that readiness will be given within one hour after the start of the working shift.
3. Machine In-charge will certify the available manpower provided by Contractor on machine. Contractor has to provide arrangement for Biometric attendance for their labour deputed on machines, no extra payment shall be made for this.
4. The contractor has to execute the works for Operation and Maintenance of Track Machines mostly over WR as per the instructions of Dy.CE(TMC)_____ or his representative.
5. Contractor has to operate and maintain the Track Machine in a shift of 12 hours in day or night or in split shifts. While deploying the manpower, contractor shall follow rules as per Railway's HOER (Hours of employment Regulation) as decided by Railway Engineer.
6. The minimum education qualifications as under:

i.	Assistant Track machine Operator/ Supervisor	Diploma/Degree in Mechanical or Electrical or Electronics or Instrumentation or Production Engineering or Automobiles or its connected subjects in Govt. Approved colleges/recognized universities. **(Passing with minimum 50% marks)** (The education qualification is relaxed in case the Contractor may engages a retired Railway Employee who has worked as JE/SSE on track machines, subject to maximum age limit of 65 years)
ii.	Technician / Skilled Fitter	ITI in Mechanical/Electrical/Welding/ Instrumentation and Other related fields of mechanical and electronics or any other similar subject in Govt. approved college. **(Passing with minimum 50% marks)** (The education qualification is relaxed in case the Contractor may engages a retired Railway Employee who has worked as Sr. Technician or Technician Gr.I, or Technician Gr.II or Technician Gr.III on track machines, subject to maximum age limit of 65 years)
iii.	Khalasi/Helpers	10th class Pass.

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Manpower required for operation and maintenance of machines for 07 days in a week. Contractor shall arrange for LR and RG for his staff as per labour laws.

Note: The contractor has to submit the educational certificates and other proofs of the staff being engaged at the time of starting of the work, any changes in his employed staff shall be only after obtaining written consent of Dy.CE/TMC/.....

7. The contractor has to provide a team of skilled / unskilled staff required for operation and maintenance of Track Machines. The minimum staff to be provided are as follows:

5.1	For one BCM	02 Assistant Machine Operators/Supervisor, 03 Technicians (Skilled fitter) and 04 Khalasi/ Helper.
5.2	For one Duomatic	01 Assistant Machine Operator/Supervisor, 03 Technicians (Skilled fitter) and 03 Khalasi/ Helper
5.3	For one DGS	01 Assistant Machine Operator/Supervisor, 02 Technicians (Skilled fitter) and 02 Khalasi/ Helper
5.4	For one BRM-PBR	01 Assistant Machine Operator/Supervisor, 02 Technicians (Skilled fitter) and 03 Khalasi/ Helpers

8. The contractor has to make necessary arrangements for boarding and lodging for their staff and no extra Payment is permissible on this account. Permission will be given for erection of temporary tents within Railway land and on vacating the place the place has to be handed over in clean condition or camping coach shall be provided with particular machine for staying contractors staff free of cost. One cabin in each camping coach shall be reserved for Railway staff. If contractor staff use the camping coach, they have to keep the coach in clean and tidy condition and also ensure that facilities available in the coaches are not damaged. If any damage to equipment's in the Camping Coach occurs due to negligence of Contractor's staff then the Contractor has to make good the damage at his own expense. Contractor has to arrange raw material for preparation of food for their staff at his own cost.

9. All the contractual staff shall have sound health & should not be suffering from contagious diseases etc. Assistant Machine Operators/Supervisor should pass in A-3 medical category and Technician and Khalsi/helper should pass B-1 medical category of Railway. Regarding this, contractor shall submit the physical fitness and Medical Certificates issued by Railway doctor as directed by Dy. CE(TMC)_____ or AXEN/TMC of concern division of _____ Railway before deployment of staff and all the cost for medical examination shall be payable by the contractor. In case of any medical examination of Contractor's staff in necessitated during the course of the Contract, the same shall be complied and any such cost for medical examination shall be payable by the contractor only.

10. Before commencement / starting of work, contractor will submit the details of staff & police verification certificate with local address of staff.

11. The machine will mostly work on track, where the trains running on adjacent tracks. The contractor must ensure the safety/health hazards of the labours engaged by him/her during the course of the execution of work. Necessary safety equipment shall be provided by the contractor for all the staff deputed by him, no extra amount is payable toward this by Railway. In case of any accident causing injuries / disability or death etc. of contractor's employees, the contractor should pay compensation etc. for the same and Railways shall have no liability on this account. Contractor has to made insurance etc for their employees if required for the same as Railways will not pay any compensation for this. Contractor shall submit an indemnity bond in this regard in format attached.

12. The contractor shall ensure provision of minimum labour as stipulated for every machine.

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13. Sometimes the machines after going into the block section may not be able to return to the base Station within the scheduled duty hours, under such circumstances the contractor's staff will have to work for extra hours as per requirement at site, for which nothing extra will be paid. Even in case of extra duty hours on previous day, the staff will have to be ready for the next day's working at the nominated time as advised by the machine In-charge. The decision of Dy.CE/TMC/_____ shall be final and binding to the contractor in this regard.

14. **Special Conditions of Contract mandatory for updating of Labour data on Railway's Shramik Kalyan Portal by Contractor as under.**

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

(a) Contractor shall apply one-time registration of his company/firm etc. in the Shramik Kalyan Portal with requisite details subsequent to issue of Letter of Acceptance. Railway Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.

(b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.

(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.

(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 them on Shramik Kalyan portal on monthly basis.

(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

B. 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 paymentsmadetothemduringthewageperiodinRailway'sShramikkalyanportalat'www.shramikkalyan.indianrailways.gov.in' till Month Year."
(RailwayBoard'sletterNo.2018/CE-I/CT/4dated17.10.2018).

15. Staff roster will be decided according to the margin/ availability of block in section following Railway's HOER.

16. In case of emergency Contractor will be bound to work beyond roster hours.

17. If contractor fails to provide the stipulated number of staff on machine, railway staff may be provided to fulfill deficiency. The penalty in this regard will be as per Penalties Clause No. 31.

18. Contractor will provide the proof of the latest copy of minimum wages.

19. Railway reserves the right to close the contract duly giving 30 days notice to the contractor.

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20. Bills of work done shall be entered by the respective SSE/TMC of the division based on the report and attendance particulars submitted by the machine in-charge and 100% test check to be done by ADEN/TMC of the concerned division and the bill will be passed by Dy. CE/TMC /_____.
21. In case, it is decided to stop any machines/ equipment due to any reason, Railway will intimate the same to the contractor one week in advance and the minimum lay off period will be 15 days. No payment shall be made for this lay off period.
22. The contractor's staff and labour shall not have any claims of appointment in Railway's in future.
23. In the event of any reduction in the quantities to be executed for any reason what so ever, the contractor shall not be entitled for any compensation but shall be paid only for actual quantity of work done.
24. The contractor's staff shall accompany the machines during transit from one station to another station. Transportation of material for machine within station area or to the local market will be done by contractor staff. Transportation of material from store/DMC to work site will be provided by Railway.
25. Rates will be inclusive of all taxes. GST, license fees, staff PF, etc. nothing extra shall be paid.
26. Manpower required for operation and maintenance of machines for 07 days in a week. Contractor shall arrange for leave reserve (LR) and rest giver (RG) for his staff as per labour laws.
27. **Mode of Payment** – Payment shall be made on Monthly Basis
28. **Penalties:**

28.1 If there is shortage of staff provided on any machine on any day. A penalty as mentioned below per day on Operator/skilled fitter/ Khalasi/ Khalasi helper, shall be deducted for this purpose, a daily attendance register will be maintained by the machine incharge. The decision of Dy.CE/TMC/_____ is final in this regard.

Staff	Penalty (per day)
Assistant Operator	Rs. 4200
Technician	Rs. 3400
Helper	Rs. 2700

28.2 In case any damage to machine due to mishandling/ mis-operation is caused to the machine/ materials or any interruption to railway traffic takes place on account of fault of contractor's staff, the actual cost of damage or the cost of the interruption to the railway traffic will be recovered from the contractor's running bills. In case of dispute regarding the estimation of damages contractor can appeal to CE/TMC/_____ and the decision of CE/TMC/_____ shall be final and binding to the contractor in this regard.

28.3 If machine remain idle due to contractor's fault i.e. insufficient contractual staff / maintenance issue which has to be done by contractor, penalty shall be imposed as mentioned below:

Idling of complete group (2 BCMs, 1 DUO, 1 DGS & 1 PBR)	No payment shall be made for that day and penalty of Rs. 1.0 lakh per day shall be imposed.
Idling of any machine from the group	No payment shall be made for that day and penalty of Rs. 25,000 per day per machine shall be imposed.

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28.4 After successful completion of training, if any outsourced staff left the machine before one year from the date of deployment on the machine, then following additional penalty will be imposed:

Staff	Penalty
Assistant Operator	Rs. 100,000/-
Technician	Rs. 75,000/-
Helper	Rs. 50,000/-

29. Brief description of duties of Contractor's Assistant Machine Operator / Supervisor–

a. He has to work under Supervision of Railway's Engineer ie. SSE/JE deputed as Machine In-charge on machine.

b. He shall be responsible for Operation, Maintenance & repairs of all type of track machines offered to him.

c. Carrying out the prescribed schedule of maintenance and keeping proper records of the same.

d. Safe custody, accountal and replacement of the spares, Tools & Plants and consumables issued for the machine and returning of released spares to zonal depot/DMC for reclamation/condemnation.

e. Keeping systems of the machine in working condition and ensuring the target output, duly maintaining quality.

f. Maintaining log books and other records, sending daily and other periodical reports/statements using appropriate fastest mode of communication.

g. Coordination with the Machine in-charge for efficient working of his machine and planning daily program of machine work e.g. Working in design mode for slewing and lifting of track etc.

h. Actively association during visit of firm's Service Engineer, furnishing of such information as may be needed for proper examination of the machine and taking necessarily follow up action.

i. Furnishing necessary reports to and keeping Machine in-charge informed as the case may be, about all the relevant aspects of the machines as also other records and details as asked by him and carry out necessary actions as directed for proper operation and maintenance of his machine.

j. In the event of breakdown of the machine, he will be responsible for setting right the defect in shortest possible time with the help of machine and other staff. In case the machine cannot be repaired in the block, he shall be responsible for winding up using all resources including back-up systems and clear the block section as early as possible. He shall be assisted by Machine in-charge and demand the engine/breakdown train through SSE/JE/P.Way, if required without undue delay.

30. Duties of Contractor's Technicians:

Technicians attached with the machines will be under supervision of Railway's Engineer ie. SSE/JE deputed as machine in-charge of a particular machine. He shall assist the operator in operation and maintenance of track machines. Their main duties are: -

a) To attend the daily and weekly maintenance schedules of machine and record the compliance in log book. To attend and assist the Service Engineers during service checks.

b) To attend the repairs, schedule maintenance and also repairs the machines during breakdown in block with due urgency.

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c) To keep in his custody the various tools, plants and equipment necessary to attend repairs and ensure their working condition.
d) To guide and supervise the machine assistants and other staff in attending the maintenance/repairs.
e) To remain vigilant during movement and working of machine and to inform the concerned SSE/JE/TMC for any abnormalities noticed.
f) To ensure safety of the machine and staff during working.
g) Any other work assigned to him by the machine in-charge ie SSE/JE/TMC.

31. Duties of Contractor's Khallasi/Helper:

Helpers/Khallasi attached with the machine(s) will be under Supervision of Railway's Engineer i.e. SSE/JE deputed as Machine In-charge on machine He shall assist Operator and Technicians in performing their functions and their main duties would be as below

(a) To keep the track machine in neat and clean condition.
(b) To replace spares like tamping tools as directed by Machine In-charge / Operator
(c) To recoup HSD oil as required.
(d) To assist Operator / Technicians for carrying out daily and other specified schedule maintenance of track machine as per instruction of machine in-charge
(e) Transportation of material, spares and consumables.
(f) To bring all necessary tools and plants from coach to machine or otherwise specified by Technician / Operator or machine in charge.
(g) To be vigilant during machine working and promptly inform machine-in-charge & Operator regarding any obstruction in track viz. SEJ, Level Crossing, Bridge, joggled fish plates etc. boulders, rail pegs etc. so as to enable SSE/JE or operator to take necessary preventive action.
(h) To warn for any abnormal sound, bursting of hose, breakage of any assembly etc. to machine-in-charge.
(i) To assist machine-in-charge in attending the failure in shortest possible time.
(j) Extend help during service check by service engineer.
(k) Ensure safety of self and colleagues during block.
(l) Perform duty of watchman for machine and coach, if required.
(m) Accompany the machines during shifting as directed.
(n) Machine specific duties are as under:
    1) For BCM: Cutter bar setting /disconnecting carrying chain-link for connection and disconnection of chain cutting the obstructing rail/ pegs, removing obstructed boulders, changing of wear plate, cutter chain and other items of the machine etc. complete as directed by machine in-charge.
    2) For DUO: Fixing and removing of tamping tools and carrying dropped tools back to the machine, changing of machine part etc. Complete as directed by machine in charge.
    3) For DGS/BRM/DUO/BCM: Changing of machine parts etc. complete as directed by machine in-change.

Special Conditions for Schedule B –

The items and quantity listed in the Schedule of rates are to be provided by the contractor at the start of contract and if any repairs/replacement is necessary during the currency of contract is to be carried out by the contractor free of cost. However, after expiry of the contract these items shall be Railway's property and contractor shall have no claim.

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32. Supply & installation of Tamping Unit: 1 set of 2 Units

32.1 Make / specification: Indigenous / Imported to Fit on Plasser make Duomatic machine

32.2 Bearings: Imported or (SKF / Plasser / FAG) make only with C-3 clearance.

32.3 All types of seals/ 'O' rings including steel rings: - Plasser Bushak & Shamban / Parker / Pradifa / Trelleborg / Fruderberg make only.

32.4 The PG bushes should be of Plasser / INA make only.

32.5 Hydraulic cylinders:

32.5.1 All male / female squeezing cylinders should be made out of EN 19 cast steel with core hardness of 275 BHN.

32.5.2 Heat treatment/Hardening/Chromium plating of various components should be done wherever applicable.

32.5.3 All piston rods should be made out of one single piece forged out of EN 24 Steel.

32.5.4 All hydraulic cylinders should be hydraulically checked for leakages, cracks etc.

32.5.5 Each cylinder and piston rod should be match fitted and also should have identification mark of the supplier.

32.5.6 Clevis holes of small and big female squeezing cylinders for 35 mm pin size should be hardened to reduce wear and tear.

32.6 Hydraulic hose pipes: Parker / Aeroquip / Markwel make only should be used.

32.7 Hydraulic hose pipe assemblies: The end fittings should be of MS or free cutting steel. Individual hose assembly to be tested for leakage from the ends.

32.8 All the hydraulic hose assembly should be crimped on both ends.

32.9 Tamping arm – To be made out of EN 19 Steel hardened to 275 BHN.

32.10 All Phosphorus Bronze Bushes with IS Specification PcuSn-10 should be hardened to 75 to 100 BHN.

32.11 All pins of sizes 55mm, 35 mm etc should be made out of EN 24 steel duly case hardened and grind finished with provision for locking to protect the nut from getting loosened under vibration and also to avoid falling down.

32.12 Vibration Shaft and Vibration coupler – To be made out of EN 24 Steel (Hardened).

32.13 The Guide Columns should be made out of EN 24 steel duly case hardened and grind finished.

33. Supply and installation of Cutting Chain Assembly for BCM-

a. Make / Part No.: Indigenous / Imported as per Plasser Part No. 64.08.2000.14

b. Specification: Conforming to RDSO specification No. TM/HM/6/11 issued vide letter No. TM/HM/6 dt. 28.11.02 RDSO drawing No. TM/9302 (revised) A & B

c. The single cutting chain should be able to work minimum 25 km.

d. The cutting chain must not damage the BCM Trough on which the wear plates are fixed.

e. One extra chain for each BCM should always be available at DMC for replacement. In case pre-mature replacement is required (before completing 25 kms) to be done then deduction shall be done on the pro rata basis i.e. 4% of rate quoted will be deducted per km of life remaining for the chain.

34. Complete set of wear plates for BCM machines as per RDSO Spec. No.TM/HM/6/15 RDSO Drawing No.TM/9415/ (1 to 11).
One complete set of wear plates includes type and quantity of wear plates as mentioned in item no. 10 of Annexure-E.

35. Cutter Bar for BCM machine as per Plasser Part No. RM.08.25.2150.01 conforming to RDSO specification No. TM/HM/6/142. Warranty

36. Connecting Elbow Left and Right for BCM machine as per Plasser part No. 64.08.1996 & 64.08.1997 and RDSO specification No. TM/HM/6/142.

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37. Dredger drum disc for BCM machine as per Plasser Part no. 61.04.519. Material EN36 alloy steel one piece forged and hardened up to 45 to 50 HRC & matching to teeth as per original profile.
38. Corner Rollers for BCM machine as per Plasser Part no. 64.08.5000.21. RDSO Specif. No. TM/HM/6/348 Drawing No. RSDO/TM/06/14
39. Track lifting roller for BCM machine as per Plasser Part no. 64.14.1214 & RDSO specif. TM/HM/6/21 (Rev-2).
40. Track lifting roller for Duomatic machine as per Plasser Part no. DL150.011 & RDSO specif. TM/HM/6/21 (Rev-2) and drawing no. TM/9322-Rev-2.
41. Screen Floor set for BCM as per Plasser Part no. 64.09.5000.103 (Material: EN32B, IS970-1955, woven type).

Note: The above items of Schedule-B when fitted on the machine must not damage the machine, in such case the same has to be made good by the contractor at his own cost. However, if Railway incur any loss for repairs/replacement due to work done by the contractor on the machine, the same would be fully recovered from contractor's bill. Decision of Dy.CE/TMC_____ will be final in this regard.

42. All maintenance schedules such as Daily, 50 hrs, 100 hrs, 200 hrs, 500 hrs, 1000 hrs & 2000 hrs (IOH) will be done by Contractor as prescribed in IRTMM-2019 (updated upto latest correction slip if any) at site or at nearest DMC/ZMC. During IOH, Contractor staff should work as instructed by ZMC/DMC in-charge to complete the IOH as per schedule. Necessary testing facilities shall be provided by Rly. in ZMC/DMC. During the maintenance of machine in DMC/ZMC, Transportation, Lodging and Boarding of contractor's staff shall be provided by Contractor.
43. Necessary help and infrastructural facility such as Tools, Plants, Hoists, Gas cutting equipment, welding equipment, etc. shall be provided by Railway at free of cost at ZMC/DMC for carrying out 1000 hrs and 2000 hrs schedule maintenance.
44. Electricity and water used for maintenance of machine at ZMC/DMC will be supplied by Railway at free of charge.
45. No Railway pass shall be issued to Contractor's manpower for any movement in train service.
46. No extra payment shall be made for replaced spare, if supplied spare failed or become defective under warranty period.
47. Repairs of Engine and Electronics items shall be the responsibility of Railway but small repair/maintenance will be done by contractor. If possible calibration of machine and troubleshooting shall be carried out by Contractor's staff with the assistance of railway staff. Contractor's staff / supervisor should inform machine in-charge in advance regarding requirement of Service Engineer to Railway. However, machine in-charge of Railway shall decide to call OEM's Service Engineer through existing AMCs as per requirement. Material, if any required for repair shall be made available by the Railway.
48. Spares not included in the contract schedules and Consumables i.e. Fuel (HSD oil), Lub oil, Grease, Filters, etc shall be provided by Railway on site/nearest station to stabling site of machine.
49. Contractor is fully responsible for good health and quality output of the machines.
50. In case of failure of machine due to spare part supplied by the Contractor against Schedule-B, resulting in idling/ failure of machine or damage to Railways, a penalty as assessed by SSE/ZMC/_____ duly approved by Dy. CE(TMC) _____ shall be imposed on the Contractor. In case of any dispute regarding the estimation of damages, contractor can appeal to CE/TMC/_____ and the decision of CE/TMC/_____ shall be final and binding to the contractor in this regard

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51. CE/TMC/_____'s decision will be final and binding to in case of any dispute between Railway and Contractor.

52. The contractor shall submit proof of the following in connection with the court, labour law and inter-alia (Authority Railway Board's letter no.1 2015 /PNM/AIRF/) dated 20.10.2015.

(i) The payment to the contract laborers should be made through bank/cheque.

(ii) Identity card should be issued to all contract workers.

(iii) Necessary steps should be taken to deduct provident fund from the payment made to the contract labour and ensure that the same is credited to their provident fund account.

(iv) Medical facilities from ESI, if applicable.

53. **Basic requirement of the contractor's personnel Operator/Technicians/Helper:**

(i) The personnel to be deployed as skilled fitter should have passed minimum qualification as given at Para 5.2 of the Special Conditions. Necessary attested (by any gazette officer) certificate shall be submitted by the contractor to the Railways. However, the personnel who are found to be qualified and suitable in the scrutiny by representative of Dy.CE/TMC /_____ shall be allowed to work.

(ii) Age should be more than 18 years and less than 58 years as on date of commencement of work. (The age limit is relaxed in case the Contractor engaged a retired Railway Employee who has worked in any capacity as SSE or JE or Sr. Technician or Technician Gr.I, Gr.II or Gr.III on track machines, subject to maximum age limit of 65 years).

(iii) Training to Contractor's staff regarding Operation, Maintenance and Safety of Railway's Track Machine: Contractor has to deploy only trained staff on machines. The staff must possess training certificate from the OEM or from IRTMTC/PRYJ or from Railways. Training schedule and syllabus will be decided by Dy. CE TMC _____. At least 30 days training should be provided to Assistant Operators and 15 days training should be given to Technicians and Khalasi / helper. If training is provided by WR then contractor's staff should be deputed for 07 days training at CPOH _____/ ZMC _____ and for remaining period on the machines as decided by Dy. CE TMC _____. Training charges shall be Rs. 25,000 for operator and Rs. 15,000 for Technicians and Khalasi/ helpers to be paid by contractor.

(iv) Spoken /written knowledge of Hindi/English is desired.

(v) Should not have criminal background. Police verification in this regard to be submitted by the contractor before deputing on work.

(vi) The contractor shall be solely responsible for the conduct of the personnel deputed by him for the work.

(vii) The contractor's personnel deputed for duty should not consume alcohol /intoxicating drugs etc during work.

(viii) The contractor personnel should not carry any unauthorized / dangerous/explosive in the complex.

54. The contractor shall submit a list of suitable persons to be deployed for the subject work with the following details:

(1) Full name of person

(2) Residential/ permanent address with telephone No if any

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(3) Photograph
(4) Date of birth
(5) Qualification
(6) Medical fitness certificate
(7) Any identity proofs

Note: - Any changes in the list shall be done with prior approval of Railway authority i.e. Dy.CE/TMC/_____ or any person authorized by Dy.CE/TMC/..... to do so.

The Railway's Engineer / in-charge reserves the right to ask the contractor to remove any contractor's personnel from duty without assigning any reason whatsoever. The decision of Railway's Engineer/ in-charge shall be final and binding to the contractor.

55. ISSUE OF IDENTITY CARDS BY CONTRACTOR:

55.1 The contractor should issue identity card to each and every person employed by him and deployed for execution of the subject contract work as per the prescribed formal enclosed as annexure to this tender/ contract, failure on the part of contractor as issue identity cards to their employees will be treated as breach of contract condition therefore, will be details as per relevant clause of GCC.

55.2 This I-Card shall be endorsed by SSE/TMC or Machine in-charge for authenticity but this I-card shall not be used as an authority to travel in train service. However, this identity card is valid for travel in track machine during working / shifting and staying in camping coach and Railway premises.

55.3 It is mandatory on the part of every person deployed by the contractors to keep in the possession the identity card issued by the contractor through the execution of the work. Failure to possess such identity card will be treated as unauthorized presence in the railway premises.

55.4 In case any staff will be withdrawn from the machine working then identity card has to be deposited to the concerned SSE TMC.

55.5 It is mandatory for the contractor. to submit the list of the person issued with the identity cards and deployed for execution of the contract to the Railway's Engineer at site before commencement of the work and also for any subsequent change made during the execution of the work.

55.6 No claims, whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.

56. This contract is for outsourcing of operation and maintenance of Track Machines for a period of two years in _____ Railway. Track Machines work on site including remote locations. The outsourced staff will be deployed on these track machines for operation and maintenance along with Railway staff and will have to stay on site in Camping Coaches attached to track machines. Some of the outsourced staff can also be deployed to work in ZMC/_____ as per requirement with approval of Dy. CE/TMC/_____.

57. IMPLEMENTATION OF LABOUR LAWS:

The contactor should obtain license under contract labour (regulation and abolition act for 20 or more worker and under BOCW Act for less than 20 worker payment for the works executed shall be done only on submission of requisite labour license from Asst. labour commissioner of circle.

58. PROVISION OF PAYMENT OF WAGES ACT & CONTRACT LABOUR (REGULATION & ABOLITION ACT)

(1) The contractor shall comply with the provision of payment of Wages Act-1923 and the rule made there under in respect to fall employees directly or through

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(B)

petty contractor, sub contractor employed by him in the works and the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour) Regulation and Abolition) CentralRules,1971 as modified from time to time, wherever applicable and shall also indemnify the Railways form and against any claim under the aforesaid Acts and Rules.

(2) The contractor shall obtain valid license under the aforesaid Act as modified from time to time before the commencement of work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

(3) The contractor shall pay to labour employed by him directly or through sub-contraction the wages as per provisions of the aforesaid ACT and the Rules wherever applicable. The contractors shall not withstand the provision of the contract to the work including any engaged by his sub- contractors in connection with the said work, as if the labour had been mmediately employed by him.

(4) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules and Wherever applicable.

(5) In every case in which by virtue of the provision of the aforesaid Act or the Rules, the Railways is obliged to pay any amount of wages to a workmen employed by the contractor of his sub- contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingency liability of the Railway due to the contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules and Railway will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railways under section 20 Sub – section (2) and section 21 Sub-section (4) of aforesaid Act the Railways shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and /or from any sun due by the Railway to the contractor whether under the contract or otherwise. The Railway shall not be bound to contest any claim made against it under sub-section (1) of section 20 and Sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the Railway full security for all cost for which the Railway might become liable in contesting such claim.
The decision of the Railways regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

(6) If the contractor is a co-operative labour contract, society / Vendor co-operative Society, there shall be no element of contractor or ex-contractors in that society in any capacity nor there do any close relative of the contractor or ex-contractor associating with the society as an office bearer. The Railway administration reserves the right to terminate the contract of the society at any time without any reason after giving notice of calendar month, in case of breach of the above clause.

(7) By the central / State Government under the minimum wages Act 1948 or latest and also shall be secured under social security schemes of the ministry of Labour and Employment as per the relevant provision of the respective acts/ rules.

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(8) The contractor should pay the wages to workers/ persons engaged for the sub tendered work through banks only.

(9) The contractor should submit a copy of the wage sheet of the workers engaged for the subject work.

(10) Child labour, whose age is below 18 years shall not be engaged in the subject contract work.

59. **SAFETY MEASURES:** The contractor shall remain fully responsible for ensuring safety of his manpower and equipment. In case of any accident, shall bear full cost of all damages to the equipments and men and also all damages direct or indirect to Railway and its passengers and for detention of trains.

60. **GSTAct-2017:**

a) All the bidders / tenders ensure that they are GST compliant and their tax structure/rates are as per GST Law.

b) In case the successful tenderer is notable 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 tax authority.

61. **Deduction of income tax:** The Railway will deduct 2% of income tax on the taxable amount of each bill while making payment to the contractors. The settlement of income tax should be made with the income tax authority.

62. **Consignee:** SSE(ZMC)_____ or respective SSE/TMC as appointed by Dy.CE(TMC)_____.

63. Contractor must depute one Supervisor in each Division where outsourced staff is deputed to coordinate with the SSE / in-charge of the Division in regards to deployment of the outsourced staff on the machine and making good any shortfall / absence of staff in the machine within reasonable time period.

64. One pick up van 4 wheeler in good condition with proper road permit and insurance for transporting men and material required for day to day working will be provided by contractor during Operation &Maintenance period for use by staff deploy on machine without any extra payment including all consumables. Pick Up vehicle provided should have capacity for 04 persons (excluding driver) and 2.5 ton material carrying capacity. Railway will not pay anything for driver & fuel. Also, all the repair and maintenance cost, toll taxes & any hidden charges/taxes should be borne contractor upto completion of contract. This vehicle should be provided from the commencement of contract and if contractor fails to provide the vehicle within 7 days form start of working a penalty of Rs.50,000/- per month will be imposed till the vehicle is provided. However, if the vehicle is taken for maintenance, proper permission to be taken from machine in-charge whose decision will be final.

65. Tender shall be governed as per the GCC April 2022 with upto date correction slips.

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SECTION – 5

SCHEDULE OF QUANTITIES AND RATES

Name of work: Outsourcing of Operation and Maintenance of BCM group of Track Machines for a period of two years.

Sr. No.	Description	Qty	Unit	Rate	Total Amount	Offer % Above / Below / At par
	Schedule-A					
1/NS	Operation and maintenance of BCM machine by providing following manpower i) Assistant Machine Operator/Assistant Machine Supervisor - 02 nos. ii) Technician for BCM Machine - 03 nos. iii) Khalasi /Helper for BCM Machine - 04 nos.	48	Each/ month			
2/NS	Operation and maintenance of Duomatic machine by providing following manpower i) Assistant Machine Operator/Assistant Machine Supervisor - 01 no. ii) Technician for DUO Machine - 03 nos. iii) Khalasi/Helper for DUO Machine - 03 nos.	24	Each/ month			
3/NS	Operation and maintenance of DGS machine by providing following manpower i) Assistant Machine Operator/Assistant Machine Supervisor - 01 no. ii) Technician for DGS Machine - 02 nos. iii) Khalasi/Helper for DGS Machine - 02 nos.	24	Each/ month			
4/NS	Operation and maintenance of BRM/PBR/USP machine by providing following manpower i) Assistant Machine Operator/Assistant Machine Supervisor - 01 no. ii) Technician for BRM Machine - 02 nos. iii) Khalasi/Helper for BRM Machine - 03 nos.	24	Each/ month			
	Total of Schedule – A					
	Schedule-B					
2	**Supply and fixing at site including transportation, spares, & labours complete - for two year**					
1/NS	Tamping Unit complete with guide column having specification as per Railway's requirement for Duomatic machine - To be used on machine during operation and maintenance of machines. Note: - 1 set of tamping unit for DUO consists of 02 Tamping Units - 01-LH & 01-RH	1	Set			
2/NS	Complete Set of Carbide bit Cutting Chain Assembly with extra spares for BCM Machines equivalent to Plasser Part no. 64.08.2000.33/84 conforming to RDSO specif.-TM/HM/6/111 issued vide letter no. TM/HM/6 DT.28.11.02 RDSO DRG No. TM/9302 (revised) A & B. As per Annexure-E Item - I	12	Set			
3/NS	Complete set of wear plates for BCM machines as per RDSO Spec. No.TM/HM/6/15 RDSO Drawing No.TM/9415/ (1 to 11) (one set means wear plate set as per Annexure-E Item-X for one machine)	6	Set			

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Sr. No.	Description	Qty	Unit	Rate	Total Amount	Offer % Above / Below / At par
4/NS	Cutter Bar for BCM machine as per Plasser Part no. RM.08.25.2150.01 conforming to RDSO Specification No.TM/HM/6/142. As per Annexure-E Item - II	10	Nos.			
5/NS	Connecting Elbow LHS for BCM machine as per Plasser Part no. 64.08.1996 & RDSO Spec. no. TM/HM/6/142 As per Annexure-E Item - III	10	Nos.			
6/NS	Connecting Elbow RHS for BCM machine as per Plasser Part no. 64.08.1997 & RDSO Spec. no. TM/HM/6/142. As per Annexure-E Item - IV	10	Nos.			
7/NS	Dredger drum disc for BCM machine as per Plasser Part no. 61.04.519. Material EN36 alloy steel one piece forged and hardened up to 45 to 50 HRC & matching to teeth as per original profile. As per Annexure-E Item - V	10	Nos.			
8/NS	Corner Rollers for BCM machine as per Plasser Part no. 64.08.5000.21. RDSO Specif. No. TM/HM/6/348 Drawing No. RSDO/TM/06/14. As per Annexure-E Item - VI	60	Nos.			
9/NS	Track lifting roller for BCM machine as per Plasser Part no. 64.14.1214 & RDSO specif. TM/HM/6/21 (Rev-2). As per Annexure-E Item - VII	48	Nos.			
10/NS	Track lifting roller for Duomatic machine as per Plasser Part no. DL150.011 & RDSO specif. TM/HM/6/21 (Rev-2) and drawing no. TM/9322-Rev-2. As per Annexure-E Item - VIII	24	Nos.			
11/NS	Screen Floor set for BCM as per Plasser Part no. 64.09.5000.103 (Material: EN32B, IS970-1955, woven type) (one set means Screen floor set as per Annexure-E Item no. IX for one BCM machine)	12	Set			
12/NS	Schedule Maintenance of one BCM of Daily, 50 Hrs, 100 Hrs, 200 Hrs & 500 Hrs with Contractor's own spares as listed as Annexure-'A', tools & equipments. Consumables i.e. Lube oils, Hydraulic Oil, Gear oil, Grease will be provided by Railway as per maintenance schedule of machines. **Note: One set means total spares required from daily schedule to 500 Hrs schedule for one machine as listed in Annexure-A, however recovery for spares replaced in less quantity as mentioned in annexure A shall be made accordingly.**	12	Set			
13/NS	Schedule Maintenance of one DUO of Daily, 50 Hrs, 100 Hrs, 200 Hrs & 500 Hrs with Contractor's own spares as listed as Annexure-'B' for DUO. Tools & equipment's, Consumables i.e. Lube oils, Hydraulic Oil, Gear oil, Grease will be provided by Railway as per maintenance schedule of machines. **Note: One set means total spares required from daily schedule to 500 Hrs schedule for one machine as listed in Annexure-B, however recovery for spares replaced in less quantity as mentioned in annexure -B shall be made accordingly.**	6	Set			
14/NS	Schedule Maintenance of one DGS of Daily, 50 Hrs, 100 Hrs, 200 Hrs. & 500 Hrs. with Contractor's own spares as listed as Annexure-'C', tools & equipments. Consumables i.e. Lube oils, Hydraulic Oil, Gear oil, Grease will be provided by Railway as per maintenance schedule of	6	Set			

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Sr. No.	Description	Qty	Unit	Rate	Total Amount	Offer % Above / Below / At par
	machines. **Note: One set means total spares required from daily schedule to 500 Hrs schedule for one machine as listed in Annexure-C, however recovery for spares replaced in less quantity as mentioned in annexure -C shall be made accordingly.**					
15/NS	Schedule Maintenance of one BRM-PBR of Daily, 50 Hrs, 100 Hrs, 200 Hrs & 500 Hrs with Contractor's own spares as listed as Annexure-'D' for PBR. Tools & equipments, Consumables i.e. Lube oils, Hydraulic Oil, Gear oil, Grease will be provided by Railway as per maintenance schedule of machines. **Note: One set means total spares required from daily schedule to 500 Hrs. schedule for one machine as listed in Annexure-D, however recovery for spares replaced in less quantity as mentioned in annexure -D shall be made accordingly.**	6	Set			
	Total of Schedule - B (Rs.)					
	Grand Total of Schedule - A & B with GST					
	Say Grand Total					

Estimated Value Rs. _____/-

Rate should be quoted in percentages (%) Above / Below / At Par

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Annexure- A

List of Spares required for BCM Machine

Sr. No.	Description	Part No.	Qty per BCM per 500 Hrs Sch	Make	All Incl. Rate	Amount per set
1	Chain bolt	61.04.212	425	Indigenous		
2	Lock washers	64.08.2035	4250	Indigenous		
3	Fixing pin	8X40DIN1481	4250	Indigenous		
4	T. Head bolts	61.04.218	1700	Indigenous		
5	Granule cartridge	4324102227 SUBSTITUTES 4324100202	4	Wabco/ Plasser		
6	Corner Roller	64.08.5000.21	5	Indigenous		
	Total					

Annexure- B

List of spares for Duomatic machine

Sr. No.	Description	Part No.	All Incl. Rate	Qty per DUO per 500 Hrs. Sch	Make	Amount per set
1	Seal Kit Tamping Unit Lifting Cylinder	HZ01.080	316.62	5	Plasser/ Trelleborg/ Parker/ Frudenberg (Simrit/CFW/ Hallite	
2	Seal Kit Track Lifting Cylinder	HZ02.125.050	659.01	5	Plasser/ Trelleborg/ Parker/ Frudenberg (Simrit/CFW/ Hallite	
3	Seal Kit Lining Cylinder	HZ02.100.045	548.56	5	Plasser/ Trelleborg/ Parker/ Frudenberg (Simrit/CFW/ Hallite	
4	Lube oil filter	KIT3238204	438.11	2	Cummins/Fleetguard	
5	Lube oil bypass filter	KIT3879488	963.97	2	Cummins/Fleetguard	
6	Fuel filter	KIT3238493	696.92	2	Cummins/Fleetguard	
7	Tamping tools caps	2E.31.19ART	67.56	53	Indigenous	
	Total					

Annexure- C

List of spares for DGS machine

S. NO	PART DESCRIPTION	PART NUMBER	All Incl. RATE	Qty per DGS per 500 Hrs Sch	Make	Type	Amount per set
1	Lube oil filter	KIT3238204	438.11	3	Cummins/Fleetguard	Eng	
2	Lube oil bypass filter	KIT3879488	963.97	2	Cummins/Fleetguard	Eng	
3	Fuel filter	KIT3238493	696.93	3	Cummins/Fleetguard	Eng	
	Total						

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Annexure- D

List of spares for BRM-PBR

S.NO	PART DESCRIPTION	PART NUMBER	RATE	Qty per BRM / PBR per 500 Hrs Sch	Make	Amount per set
1	FILTER FUEL	4962810	1,287.07	2	Cummins/Fleetguard	
2	ELEMENT, LUB OIL FILTER	3401544	3,041.95	2	Cummins/Fleetguard	
3	SEPARATOR, FUEL WATER	3815424	3,801.81	2	Cummins/Fleetguard	
	TOTAL					

Annexure- E

I. Cutter Chain Assembly with Carbide bit

Sr.No	Item	Part No.	Qty per set in nos.	Warranty
1	One complete set of BCM Cutter Chain Assembly with Carbide bit Part No. 64.08.2000.33/84 consists of items in one set as detailed at **"A" below** plus extra spares per set as detailed at **"B"** below. Specifications – • Cutter Chain Assembly and its spares shall be conforming to RDSO specif.-TM/HM/6/111 or latest and RDSO DRG No. TM/9302 (revised) with latest corrections if any • *Round shaft chisel part no. 64.08.2034-HM shall be carbide bit with warranty of 25 km conforming to RDSO specif.-TM/HM/435 or latest and RDSO DRG No. RDSO/TM/03/19			
A. One complete set of BCM Cutter Chain Assembly consist of following items				
Sr.No	Item	Part No.	Qty per set in nos.	Warranty
1.a	Scrapper shovel	64.08.2038 RT	84 Nos.	25 Km
1.b	Intermediate link	61.04.211 RT	84 Nos.	25 Km
1.c	Chain bolt	61.04.212	168 Nos.	3 Km
1.d	Screw	61.04.218	168 Nos.	3 Km
1.e	Spring washer	VS10	168 Nos.	3 Km
1.f	Hex nut	M.10.DIN.934.8/VERZ.	336 Nos.	3 Km
1.g	*Round shaft chisel (Carbide bit)	64.08.2034-HM	420 Nos.	25 Km
1.h	Lock washer	64.08.2035	420 Nos.	3 Km
1.i	Fixing pin	8 X 40 DIN 1481	420 Nos.	3 Km
B. Plus Extra spares per set to fulfill 25 Kms of chain warranty				
2.a	Chain bolt	61.04.212	1176 Nos.	3 Km
2.b	Screw	61.04.218	1176 Nos.	3 Km
2.c	Spring washer	VS10	1176 Nos.	3 Km
2.d	Hex nut	M.10.DIN.934.8/VERZ.	2352 Nos.	3 Km
2.e	Lock washer	64.08.2035	2940 Nos.	3 Km
2.f	Fixing pin	M8 X 40 DIN 1481	2940 Nos.	3 Km

II. Cutter Bar

a) Warranty – 30 km of deep screening

III. Connecting Elbow LHS as per Plasser Part no. 64.08.1996:

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a) Warranty – 30 km of deep screening

b) Connecting Elbow should be compatible with the cutter of the BCM machine on which it is to be fitted for which Contractor should check the end connections at site.

IV. Connecting Elbow RHS as per Plasser Part no. 64.08.1997:

a) Warranty – 30 km of deep screening.

b) Connecting Elbow should be compatible with the cutter of the BCM machine on which it is to be fitted for which Contractor should check the end connections at site

V. Dredger drum disc for BCM machine as per Plasser Part no. 61.04.519.

a) Material EN36 alloy steel one piece forged and hardened up to 45 to 50 HRC & matching to teeth as per original profile

b) Warranty – 30 km of deep screening.

VI. Corner Rollers for BCM machine as per Plasser Part no. 64.08.5000.21.

a) As per RDSO Specif. No. TM/HM/6/348 Drawing No. RSDO/TM/06/14

b) Warranty – 30 km of deep screening

Corner Roller Assy complete consisting of items as below
Part No.64.08.5000.21

Sr.No	Item	Part No.	Qty
1	Corner roller –Corner roller – RDSO Specif No. TM/HM/6/348 Drawing No. RSDO/TM/06/14	64.08.5047	1 no.
2	Ring inside –	54.08.5048	1 no.
3	Final discCorner roller – RDSO Specif. No TM/HM/6/349 Drawing No. RSDO/TM/07/14	64.08.5049	2 no.
4	Bearing –	20313MBC4 or 21313 E	2 no.
5	Circlip	H40KDIN984	1 no.
6	Nilos ring	6313AV	2 no.
	Pin - consists of.		
1	Bolt –	64.08.5062	1 no.
2	Bush –	64.08.5051	1 no.
3	Fitting key	64.08.5052	1 no.
4	Castle nut –	M36X3DIN937-6/VERZ	1 no.
5	Split pin –	6.3X71DIN94/VERZ	1 no.
6	Disc –	36DIN125/VERZ	1 no.
7	Threaded pin –	M10X10DIN551/VERZ	1 no.

VII. Track lifting roller for BCM machine as per Plasser Part no. 64.14.1214

a) As per RDSO specif. TM/HM/6/21 (Rev-2)

VIII. Track lifting roller for Duomatic machine as per Plasser Part no. DL150.011

a) As per RDSO specif. TM/HM/6/21 (Rev-2) and drawing no. TM/9322-Rev-2

IX. Screen Floor set for BCM as per Plasser Part no. 64.09.5000.103

a) Screen weaved out of Material: EN32B, IS970-1955 with carbon case hardening Composition carbon- 0.10 to 0.18%, Silicon – 0.05 to 0.35% & Manganese – 0.6 to 1.00%

b) Warranty – 25 km of deep screening.

c) One set of Screen consists as below

1st Deck Screen Floor [25mm x 25mm mesh]			
SN	Part no. of constituents of set	Dimensions (mm x mm)	Qty per set
1	MW80/H15-64.09.5545	650 x 1215	2 No.
2	MW80/H15-64.09.5546	670 x 1095	1 No.
3	MW80/H15-64.09.5547	650 x 1050	4 No.
4	MW80/H15-64.09.5548	670 x 1050	2 No.
2nd Deck Screen Floor [50mm x 50mm mesh]			
SN	Part no. of constituents of set	Dimensions (mm x mm)	Qty per set
1	MW50/H10-64.09.5562	650 x 1215	1 No.
2	MW50/H10-64.09.5563	650 x 1215	1 No.

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3	MW50/H10-64.09.5565	670 x 938	1 No.
4	MW50/H10-64.09.5554	650 x 1050	4 No.
5	MW50/H10-64.09.5555	670 x 1050	2 No.

3rd Deck Screen Floor [80mm x 80mm mesh]

SN	Part no. of constituents of set	Dimensions (mm x mm)	Qty per set
1	MW25/H8-64.09.5556	650 x 1090	1 No.
2	MW25/H8-64.09.5557	650 x 1090	1 No.
3	MW25/H8-64.09.5558	670 x 1090	1 No.
4	MW25/H8-64.09.5566	670 x 1050	2 No.
5	MW25/H8-64.09.5567	641 x 1050	4 No.

X. Wear Plate Set for BCM – 300 series

a) One set of wear plates for 300 series BCM machine comprises of following wear plates.

Sr No	PART NO	Description	QTY
		Ascending Side Wear Plates	
1	62.08.1213	METAL WEARING PLATE	1
2	64.08.1617	METAL WEARING PLATE	1
3	64.08.1618	METAL WEARING PLATE	1
4	64.08.1642	METAL WEARING PLATE	1
5	64.08.1745	METAL WEARING PLATE	1
6	64.08.1622	METAL WEARING PLATE	1
7	62.08.1032	METAL WEARING PLATE	2
8	62.08.1211	METAL WEARING PLATE	1
9	64.08.1636	METAL WEARING PLATE	2
10	64.08.1212	METAL WEARING PLATE	2
11	62.08.1215	METAL WEARING PLATE	5
12	64.08.1469	METAL WEARING PLATE	3
13	64.08.1619	METAL WEARING PLATE	3
14	64.08.1369	METAL WEARING PLATE	1
15	64.08.1623	METAL WEARING PLATE	2
16	64.08.1456	METAL WEARING PLATE	1
17	64.08.1449	METAL WEARING PLATE	1
18	64.08.1330	METAL WEARING PLATE	1
19	64.08.1624	METAL WEARING PLATE	1
20	64.08.1209	METAL WEARING PLATE	1
21	62.08.8032	METAL WEARING PLATE	2
22	62.08.1217	METAL WEARING PLATE	1
23	62.08.1300	METAL WEARING PLATE	2
24	64.08.1329	METAL WEARING PLATE	2
25	64.08.1333	METAL WEARING PLATE	2
26	64.08.1620	METAL WEARING PLATE	1
27	64.08.1458	METAL WEARING PLATE	1
28	62.08.1214	METAL WEARING PLATE	1
29	64.08.1457	METAL WEARING PLATE	1
30	62.08.1301	METAL WEARING PLATE	1
31	64.08.1450	METAL WEARING PLATE	1
32	64.08.1451	METAL WEARING PLATE	1
33	64.08.1328	METAL WEARING PLATE	1
34	62.08.1299	METAL WEARING PLATE	1
35	64.08.1455	METAL WEARING PLATE	1
36	64.08.1461	METAL WEARING PLATE	1

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Sr No	PART NO	Description	QTY
		Descending Side	
1	62.08.1213	METAL WEARING PLATE	1
2	64.08.1617	METAL WEARING PLATE	1
3	64.08.1618	METAL WEARING PLATE	1
4	64.08.1642	METAL WEARING PLATE	1
5	64.08.1745	METAL WEARING PLATE	1
6	64.08.1622	METAL WEARING PLATE	1
7	64.08.1312	METAL WEARING PLATE	1
8	62.08.1032	METAL WEARING PLATE	2
9	62.08.1211	METAL WEARING PLATE	1
10	64.08.1637	METAL WEARING PLATE	1
11	64.08.1609	METAL WEARING PLATE	1
12	62.08.1222	METAL WEARING PLATE	1
13	64.08.1636	METAL WEARING PLATE	2
14	62.08.1223	METAL WEARING PLATE	1
15	64.08.1212	METAL WEARING PLATE	2
16	62.08.1277	METAL WEARING PLATE	1
17	64.08.1181	METAL WEARING PLATE	1
18	64.08.1635	METAL WEARING PLATE	1
19	64.08.1230	METAL WEARING PLATE	1
20	64.08.1226	METAL WEARING PLATE	1
21	64.08.1273	METAL WEARING PLATE	1
22	64.08.1462	METAL WEARING PLATE	1
23	64.08.8412	METAL WEARING PLATE	1
24	64.08.8413	METAL WEARING PLATE	1
25	64.08.1487	METAL WEARING PLATE	1
26	64.08.1492	METAL WEARING PLATE	1
27	64.08.1493	METAL WEARING PLATE	1

Warranty for above complete set will be 50 km.

Specification for wear plates –

Special designed Bi-metal wear resistances plate developed by weld overlay process as per following details.

1. **Base material** – the base material will be HYDROX-400 or equivalent material with following chemical composition,
   Carbon = 0.14 - 0.32%, Chromium=0.30-1.40%, Manganese=1.60% max, Molybdenum =0.25-0.60%, Silicon=0.70% max, Nickel=0.25-1.50% and hardness of base material 370-420 BHN
2. **Weld deposit** – Weld deposit thickness of weld overlay deposit should be at least 5 mm. The weld overlay deposit will be enrich complex carbide offering almost 35-45% primary carbides concentration to ensure enhanced life as per warranty with alloy basis of C, Cr, Mn, V, B, Si, with hardness of 380-430 BHN.
3. The firm shall ensure the name of original manufacturer / supplier is imprinted on each spare/ item without which supply may be liable to reject.

END OF DOCUMENT

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(18)

Accounts Department
(Finance Section)

Computer No: 258943 **File No: ECR-HQ0ACCT(FIN)/102/2024-O/o Dy.FAnCAO/FnB/ECR**

No.ECR/FIN/FCN/011 Dated:-08.03.2024

Sub : Outsourcing of Operation & Maintenance of Track Machines for a period of two years in East Central Railway.

Ref: - Computer No: 256386 File No: ECR-HQ0ENGG(TMC)/152/2023-O/o Dy.CE/TMC/PD/DDU/ECR

****

The proposal for "Publish of tender document of Outsourcing of Operation & Maintenance of Track Machines for a period of two years through "CUSTOM BID" on GeM portal has been received with the endorsement of CE/TMC/HQ/ECR vide note#73 . It has been examined and observed as under:-

- The proposal for Outsourcing of Operation and maintenance of TM for a period of 2 years at an estimated cost of Rs.21,96,92,344.32/- has already been concurred vide this office letter dtd.30.01.2024 under Note#57.
- Approval of PCE/HQ/ECR for further processing of tender may be seen under Note#66.
- Vetted tender document by associate finance may be seen at CP/282-351 .
- Associate finance has accorded concurrence for Tender document vide letter dtd.22.02.2024 @ CP/352.
- The aforesaid tender document has taken the base of the GCC-2022 whereas the proposed tender document has taken the basis of GCC-2018 for service contract by treating the proposed work as service contract.

In view of the above, the proposal for publish of tender document of Outsourcing of operation and Maintenance of Track Machines for a period of 02 years through "CUSTOM BID" is concurred in, with following stipulations:-

1. Approval of PCE/ECR should be obtained ir terms of Railway Board's letter No. 2023/Track-III/TK/11 dt. 28.12.2023.
2. Before obtaining approval of the competent authority it should be certified that it doesn't contravene any provisions/guidelines on the matter issued by Board from time to time.
3. Applicability of GCC-2018 for service contract should be certified and justified by the competent authority.
4. An intimation to this effect should be sent to the Railway Board before start of the work that GCC-2018 for service contract has been incorporated in the tender document and the instructions/directions issued should be followed.
5. It should also be certified that special terms & conditions are inserted to safeguard the interest of Railways and no financial loss would accrue.
6. All other stipulations of associate finance should be adhered to.

This is issued with the approval of DY. FA&CAO/F&B/ACC/HQ/ECR

SANJEEV KUMAR SAHAY
Digitally signed by SANJEEV KUMAR SAHAY
Date: 2024.03.08 17:21:28
SAS/Fin-II/HQ/HJP

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पूर्व मध्य रेल
(EAST CENTRAL RAILWAY)

Track machine Organisation
Plant Depot, Pt. Deen Dayal Upadhyaya
East Central Railway, Hajipur

ट्रैक मशीन संगठन
प्लान्ट डिपो, पंडित दीन दयाल उपाध्याय
पूर्व मध्य रेलवे, हाजीपुर

East Central Railway

सर्विस–टेन्डर हेतु निविदा प्रपत्र

BID DOCUMENT FOR SERVICE TENDER

Name of the Work - Outsourcing of Operation and Maintenance of Track Machines for a Period of two years in East Central Railway.

E- Bid No.- TM_Outsourcing_T.Machines_2023 (OPEN)
Dated: 09.02.2024

Due on Date: As per GeM Portal.

Bid Value:- Rs. 21,96,92,344.32

Principal Chief Engineer
East Central Railway, Hajipur
for and behalf of The President of India

ESE/P&T TMC 20.02.24

20/02/24

Vetted tender document vide letter no. EC/P&T/DDN/Tender/2023-24 dtd 22/2/24.

22/2/24

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INDEX

The bid document comprises various parts and contains pages as under:-

Sl. No.	Description	Page no
1	Cover page	1
2	Index	2
3	Top Sheet	3
4	Check list of documents to be submitted along with bids	4 - 5
5	Section - 1, Schedule of Quantities and Rates	6 - 9
6	Section - 2, Instruction to bidder (ITB)	10
	(A) Note to Bidders	11
	(B) Note to Price Schedule	12
	(C) Bidder's Information	13
7	Section - 3, General Conditions of Contract	14 - 31
8	Section - 4, Special Terms and conditions for Outsourcing of operation & Maintenance of Track Machines	32 - 42
9	Section – 5, Evaluation and Qualification Criteria (EQC)	43 - 45
10	Section – 6, Bidding Forms (BDF)	46 - 70

Note:- All the above parts taken together shall constitute the complete bid documents herein after referred to as "Bid Document" and have to be read together and acted upon accordingly. No part of the bid document can be relied upon or acted upon in isolation.

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TOP SHEET

1	E-Bid No.	TM_Outsourcing_T.Machines_2023 (OPEN).
2	Bidding System	**Two Packet System**
3	Name of Work	Outsourcing of Operation and Maintenance of Track Machines for a period of two years in East Central Railway.
4	Approximate Value of Bid	Rs. 21,96,92,344.32
5	Earnest Money	**Rs.12,48,470/-**
6	Payment of EMD & Cost of Bid Document	In respect of e-biding, payment of Earnest Money Deposit & Cost of Bid Document will be accepted through net banking or payment gateway only. Note:- Fixed Deposit Receipt ([FDR] will not be accepted as EMD for bids invited on GEMs Portal [e-bid portals.
7	Dy. Chief Engineer Unit	Dy. Chief Engineer/TMC/PD/DDU
8	Permissibility of Participation of Joint Venture Firms	Permitted
9	Applicability of Price Variation Clause	Applicable
10	Similar Nature of work	**Similar nature of work is defined as :** Repairs and Reconditioning of Track Machines. Or Repairs and supply of spares to Track Machines. Or Outsourcing or Supply of staff for operation or maintenance of track machines.
11	Completion Period	Two Years i.e. 24 (Twenty Four) months from the date of issue of Letter of Acceptance.
12	Estimate No. and Allocation No.	Estimate No.- 31 dt. 09.02.2024, Allocation- P-7214-03
13	Location of work [Dist/State]	Entire East Central Railway
14	Date and Time of closing	__/__/_____ up to 16.00 hrs.
15	Validity of offer	D + 90 days (D = date of opening of bid)
16	Website particulars & Notice Board location where complete details of Bid can be seen	The bid notice is available on website www.gem.gov.in. Bid Details can be seen from the Notice Board in the office of Dy. CE/TMC/PD/DDU.
17	Postal Address for correspondence	Office of the Dy. Chief Engineer/TMC, East Central Railway, Plant Depot, DDU, Distt.- Chandauli, (UP), Pin-232101.
18	Stipulated Date of Commencement of work	Within 15 days from the date of issue of "Letter of Acceptance" or as per instructions of Dy. CE/TMC/PD/DDU.

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CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH BIDS

(Bidders are requested to give certificates and or put (Tick) mark wherever applicable)

1	**Bidder details:**	
1.1	**Name of the Bidder:** The bidder shall clearly specify whether the bid is submitted on his own her (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) /Society etc. The bidder(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their bid. Bid Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.	
1.2	Identification of Bidder: i. In case of Partnership Firm: ii. In case of Consortium, JV or MOU: iii. In case of Company: iv. In case of Proprietary Firm: v. In case of HUF : vi. Society :	Refer to Bid form (Second Sheet) of **Annexure –II** of GCC for Service -2018. (Page no. 75 & 76 of GCC FOR SERVICES-2018)
	Note: For Sl. No. 1.1 & 1.2, the bidder should submit the required document as per General Conditions of Contract for Services -2018 issued by Ministry of Railways Government of India as mentioned in para no. 15 & 16 at page no. 55 & 56 of this bid document. Non submission/Non- compliance/incomplete of the above mandatory documents by the bidder shall result in **summarily rejection** of his/their bid.	
2	The bidder shall submit all documents duly self-attested/digitally signed copie	
3	Particulars of online payment/RTGS submitted towards EMD.	
	Deposition/Exemption of EMD will be applicable as per the clause 3.3 of General Conditions of Contract for Services -2018 and mentioned in Para no. 4.1 page no. 22.	
4	The bidder shall submit self-attested/digitally signed copies of experience certificate as per **Annexure-"A"**, available at P/47.	
5	i) **T1-Financial Turnover**: Self-attested/digitally signed copy of Certificate showing financial turnover received during the last three previous financial years and in the current financial year up to the date of opening of the bid (As per para 2.6.1 of General Conditions of Contract for Services -2018). Format of certificate is annexed as annexure- "B" at P/48. ii) **T2-Liquidity**: The audited balance sheet and/or banking reference certified by chartered accountant in Proforma as per Appendix-I and / or II (as per para 2.6.1 of General Conditions of Contract for Services -2018) (available at P/49 & 50	
6	Standard format for certificate to be submitted by the bidder is enclosed as **Annexure-C**. Non submission of certificate by the bidder shall result in summarily rejection of his/their bid. The documents related to qualifying criteria mentioned in the bid document shall be self-attested by the bidder at page no. 31	
7	Company establishment certificate and company's work order copy/ agreement copy/completion certificate etc. as proof of operation, in order to evaluate number of years in operations.	
8	EPFO challans/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 for assessing size of workforce.	
9	**NEFT mandate Form**	
10	**Registration no. of GST**	

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11	The check list is indicative and not exhaustive. The bidders must follow the complete bid document and General Conditions of Contract for Services -2018 and updated with correction slips issued up to date of inviting of bid issued by Ministry of Railways Government of India.
12	Any other information / certificates required as per bid document.

Address:
Phone No:

Signature of Bidder/Contractor

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SECTION - 1

Schedule of Quantities and Rates

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Schedule of Quantities and Rates

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Name of Work: Outsourcing of Operation and Maintenance of Track Machines for a period of two years in East Central Railway.

Sl No	ITEM DESCRIPTION	ITEM QTY (Nos.)	UNIT	UNIT RATE INCLUSIVE OF GST (Rs.)	TOTAL AMOUNT INCLUSIVE OF GST (Rs.)
1	Operation of one Ballast Cleaning Machine (BCM) by contractor's own set of staff comprising 01 No. Assistant Machine Operator, 03 Nos. Track Machine Maintainers (Technician) & 04 Nos. Track Machine Assistants (Helper/Khalasi) during Traffic Block in single line/multiple lines/yard during day/night and maintenance of the Ballast Cleaning Machine (BCM) with required tools & plants before, during and after the traffic block. Note: (1) Item Qty.=144 Months (06 No. machines x 24 months) (2) 01 No. JE/SSE TMC will be provided by Railways. (3) Spares for maintenance will be provided by Railway.	144	Months	361852.60	52106774.40
2	Operation of one Multi Purpose Tamper (MPT/MFI) machine by contractor's own set of staff comprising 01 No. Assistant Machine Operator, 03 Nos. Track Machine Maintainers (Technician) & 03 Nos. Track Machine Assistant (Helper/Khalasi) during Traffic Block in single line/multiple lines/yard during day/night and maintenance of the Multi Purpose Tamper (MPT/MFI) machine with required tools & plants before, during and after the traffic block. Note: (1) Item Qty.=144 Months (i.e. 06 Nos. machine x 24 months) (2) 01 No. JE/SSE TMC will be provided by Railways. (3) Spares for maintenance will be provided by Railway.	144	Months	324715.94	46759095.36
3	Operation of one Dynamic Track	144	Months	237570.74	34210186.56

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	Stabilizer (DTS) machine by contractor's own set of staff comprising 01 No. Assistant Machine Operator, 02 Nos. Track Machine Maintainers (Technician) & 02 Nos. Track Machine Assistant (Helper/Khalasi) during Traffic Block in single line/multiple lines/yard during day/night and maintenance of the Dynamic Track Stabilizer (DTS) machine with required tools & plants before, during and after the traffic block. Note: (1) Item Qty.=144 Months (i.e. 06 Nos. machine x 24 months) (2) 01 No. JE/SSE TMC will be provided by Railways. (3) Spares for maintenance will be provided by Railway.				
4	Operation of one Tamping Express/ Dynamic Tamping Express (DTE) machine with a minimum 01 No. Assistant Machine Operator, 03 Nos. Track Machine Maintainer (Technician) & 04 Nos. Track Machine Assistants (Helper/Khalasi) during Traffic Block in single line/multiple lines/yard during day/night and maintenance of the Tamping Express/Dynamic Tamping Express (DTE) Machine with required tools & plants before, during and after the traffic block. Note: (1) Item Qty.= 24 Months (i.e. 1 No. machine x 24 months) (2) 01 No. JE/SSE TMC will be provided by Railways. (3) Spares for maintenance will be provided by Railway.	24	Months	361852.60	8684[illegible]52.40
5	Operation of one Duomatic, Continuous Tamping Machine (CSM) or UNIMAT machine with a minimum 01 No. Assistant Machine Operator, 03 Nos. Track Machine Maintainer (Technician) & 03 Nos. Track Machine Assistants (Helper/Khalasi)	240	Months	324715.94	779318[illegible]5.60

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	during Traffic Block in single line/multiple lines/yard during day/night and maintenance of the Duomatic, CSM & UNIMAT machines with required tools & plants before, during and after the traffic block on entire East Central Railway. Note: (1) Item Qty.=240 Months (i.e. 10 Nos. machine x 24 months) (04 No. Duomatic, 03 Nos. UNIMAT & 03 Nos. CSM) (2) 01 No. JE/SSE TMC will be provided by Railways. (3) Spares for maintenance will be provided by Railway.	–			
				Total Amount (Rs)	219692344.32
Rates to be quoted in Rupees (INR) (in Words)					
Rates to be quoted in Rupees (INR) (in Figures)					

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SECTION - 2

INSTRUCTION TO BIDDER (ITB)

(A) **Note to Bidders**

(B) **Note to Price Schedule**

(C) **Bidder's Information**

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(A) NOTE TO BIDDERS

1.0 Except, where specifically stated otherwise in these instructions and conditions of contract, the General Conditions of Contract (GCC) for Services-2018 with all latest correction slips up to date shall govern the work under this contract and shall be binding on the bidder. The bidder(s) is/are advised to go through these documents before submitting the bid offer and it shall be the responsibility of the bidder before submitting his bid and again before biding in the said agreement to ascertain all amendments and or correction made in the said GCC Services.

2.0 Payment of EMD: Payment of Earnest Money Deposit (EMD) and Bid Document Cost (TDC), in respect of e-biding, should be accepted through net banking or payment gateway only and also as Per GeM Norms.

3.0 Payment of TDC :Bid Document Cost (TDC) should be paid, in respect of e- biding, should be accepted through net banking or payment gateway only wherever applicable and also as Per GeM Norms.

4.0 MSE firms are entitled to claim exemption from payment of Bid Document Cost and Earnest Money in case of Service contracts.

5.0 Bid cost and bid security is waived off for those Micro & Small Enterprises (MSEs), NSIC and DIPP registered Agencies for appropriate category as indicated in the NIT. The bider has to submit documentary evidence for the same.

6.0 MSEs registered with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or Startups as recognized by Department of Industrial Policy and Promotion shall be exempted from payment of minimum EMD detailed in the bid. (As per para no. 3.3.1 of GCC for Services -2018)

In case, any bidder happens to become L1 and resiles/withdraws from their offer, the amount equivalent to EMD shall have to be deposited to Railways. Else, necessary action will be initiated to write to the NSIC authorities to take disciplinary action against such defaulted.

7.0 The administration will not own any responsibility, if website is not opened for downloading / uploading the bid documents due to any technical snag.

8.0 Corrigendum Notice on: for the purpose of corrigendum in the bid, NIT period is split as under:

(a) **Advertisement period:** Time during which all information pertaining to bid shall be available but offers cannot be submitted.

(b) **Offer submission period:** Fifteen days prior to opening/closing of bid, during which bidders can submit their offers.

9.0 The prospective bidders are advised to visit website "http://www.gem.gov.in"/ GeM portal before the date of bid closing to note any changes/corrigenda for any bid.

10.0 The Railway reserves the right to cancel the bid without assigning any reason thereto.

11.0 The bidders are required to submit their offer on line only before bid closing time and date as mentioned in the bid notice

12.0 The bids will be opened after closing date and time mentioned in the bid notice (If applicable).

13.0 If the date of opening happens to be a holiday, the bids will be opened on the next working day.

14.0 **Warning:** It is hereby brought to the notice of all prospective bidders 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 bidders are liable to be prosecuted under law.

15.0 The bidders are required to submit necessary Annexures as applicable.

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NOTE TO PRICE SCHEDULE

1. Standard format for certificate to be submitted by the bidder is enclosed as Annexure-C. Non -submission of certificate by the bidder shall result in summarily rejection of his/their bid. The documents related to qualifying criteria mentioned in the bid document shall be self-attested by the bidder at page no. 31.
2. Normally, the bid schedule includes GST and the bidders are required to quote all-inclusive rates. No extra payment shall be made on this account towards GST. However, if provision is made in the bid schedule for quoting GST etc. separately, then the bidders should quote GST and others separately in the price schedule. GST extra (actual GST, without interest) as applicable will be reimbursed by Railways subject to production of authentic documentary evidence.
3. If a bidder quotes Nil or Negative percentage or offers rebate/ concession/discount for Schedule items (where supply of manpower is involved for housekeeping/maintenance Services), then his/her/their Financial Bid shall be treated as non-responsive and will not be considered and EMD will be forfeited.
4. The rates given in schedule of prices are based on previous accepted rates of other zonal railways. The bidders are required to quote rate(s) in Rs. online in the bid bid document as mentioned in the price schedule.
5. The bidder should ensure to pay the minimum wages (through bank payments), PF & ESI (statement shall be submitted) applicable from time to time as per the notification of labour Commissioner. Generally, the rates will be revised on every April & October months.
6. The bidder must ensure mandatory compliance of Government schemes such as PMJDY, PMSBY & PMJJBY while submitting their offer.
7. The offer of the bidder shall be valid for a minimum period of 60 days for works valuing below Rs.50 lakhs and 90 days for works valuing above Rs.50 lakhs from the date of opening of bid.

COMMERCIAL COMPLIANCE (IDENDIFICATION)

(1) Bidders should attach self-attested/digitally signed copy of PAN CARD & Photo Identification in Support of their IDENTITY.

(2) **The documents attached to the bid document should be clear and legible for evaluation of bids. Proper care to be taken in this regard.**

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BIDDER'S INFORMATION

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The bidder shall furnish the following information:

1.	Name of the contractor & Full Address: (With proof of address) (Copy of the Voter's card or House Hold Card should be enclosed).	
2.	For contact purpose:	
	(i) Mobile No.	
	(ii) Land Phone	
	(a) Office	
	(b) Residence	
	(iii) e-mail address	
3.	(i) Bank Account Nos.	
	(ii) Name of the Bank with address	
	(iii) Code of the Bank (To arrange contractual payments through Electronic Fund Transfer System)	
4.	PAN No.	
5.	Partnership deed should be enclosed, if it is not a proprietary firm.	
6.	License No., under contract Labour: (Regulation and abolition Act 1970 or Building and Other Construction Works Act (BOCW) from Ministry of Labour, if applicable. Specify the reasons if not applicable. (Copy should be enclosed).	
7.	EPF Code No: (Copy of Registration to be enclosed)	
8.	GST Registration No:	

I hereby declare that I have read the bid conditions and fully conversant with the Rules and regulations issued from time to time by Ministry of Labour Government of India and Government of Andhra Pradesh and I will follow them scrupulously.

Station: Signature of the Bidder

Date:

Note: The bidder shall fill up the above proforma and submit along with the offer.

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SECTION - 3

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

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1.0 he Bidder/Bidders shall quote in Rs. (INR) for items covered by Schedules as specified. he quantities shown in the attached Schedules are given as a guide and are approximate nly and are subject to variation according to the needs of the Railway. The Railway ccepts no responsibility for their accuracy; the Railway does not guarantee work under ach item of the Schedule.

1.1 The works are required to be completed within a period 24 months from the date of issue of Letter of Acceptance.

1.2 It must be clearly understood that all the terms and conditions stipulated under special conditions are binding on the contractor. The following special conditions supplement the 'Conditions of Bid and General Conditions of Contract for Services" and should be considered as the part of the contract papers. If there is any conflict between general conditions and special conditions, the later shall prevail.

Where the provision of the General Conditions of Contract for services and other documents mentioned is at variance with the GeM conditions, the General Conditions of contract for services – 2018 and other documents mentioned shall prevail.

1.3 The Railway Administration has right to pre-closure of the contract agreement with due notice.

1.4 Sub-letting of the contract will not be permitted. If it is detected, the contract will be terminated and the security deposit shall be forfeited. (Para no. 4.5 of GCC for Services-2018)

1.5 Two packet system of biding shall be adopted for the works whose advertised bid value exceeds Rs.50 lakhs and the bidders shall submit their bids online through Indian Railway website "http://www.gem.gov.in"/GeM Portal 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 bidder/s. The Financial Bid consists of Schedule of rates (price bid). Rate should be quoted in Financial Bid only. (para no. 2.6 of GCC for Services -2018)

1.6 A checklist of documents to be submitted at the time of bid submission is given as top sheet for easy guidance and compliance from prospective Bidders.

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2.0 ELIGIBILITY OF BIDDERS AND BID EVALUATION:

2.1 Qualification Criteria:

2.1.1 Eligible Applicant:

2.1.1.1 The Bids for this contract will be considered only from those Bidders [proprietorship firms, partnership firms, companies, corporations, consortia or joint ventures (JV hereinafter) etc.] who meet requisite eligibility criteria. In the case of a JV or Consortium, all members of the Group shall be jointly and severally liable for the performance of whole contract.

2.1.1.2 a) A Bidder shall submit only one bid in the particular Bidding process, either individually as a Bidder or as a partner of a J.V. A Bidder who submits or participates in, more than one bid will cause all of the proposals in which the Bidder has participated to be disqualified. No Bidder can be a sub-contractor while submitting a bid individually or as a partner of a JV in the same bidding process.

b) Any Central government department/ Ministry of Railways must not have banned business with the Bidder (any member in case of JV) as on the date of Bid submission.

c) If the bidder (any member in case of JV/consortium) must not have suffered bankruptcy/ insolvency during the last 5 years. The Bidder should submit an undertaking to this effect as part of the bid.

d) Bidders must not have a conflict of interest. Following shall be considered as conflict of interest in this bidding process:

(i) If a Bidder or her associates/affiliates (inclusive of parent firms) has been engaged by the Employer (Railways) to provide consulting services for the preparation related to procurement or on implementation of the project;

(ii) If a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for an implementation of the project, if the personnel would be involved in any capacity on the same project.

e) If the bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under Para 1102 (iii) of Chapter XI of Indian Railways Vigilance Manual, consequent to having been banned business dealings or suspended business dealings. (as per para no. 2.2 of GCC for Services -2018)

2.2 Lead Partner/ Non - Substantial Partners/ Change In JV Consortium

2.2.1 One of the members of the JV Firm shall be its Lead Member who shall have 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.

2.2.2 Once the Bid is submitted, the MoU shall not be modified/ altered/ terminated during the validity of the Bid. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.

2.2.3 Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (Railways). The constitution of the JV Firm shall not be allowed to be modified after submission of the bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.

2.2.4 Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions. (as per para no. 2.3 of GCC for Services -2018)

2.3 Joint Venture (JV) Firms in Bids .

2.3.1 Participation of Joint Venture (JV) Firms in Service Bids: This Clause shall be applicable in the Bids, where participation of JV has been allowed as per bid document.

2.3.2 Separate identity/name shall be given to the Joint Venture Firm.

2.3.3 Number of members in a JV Firm shall not be more than three, if the service involves only one department (say Mechanical or commercial or Medical) and shall not be more than five, if the work involves more than one department.

2.3.4 A member of JV Firm shall not be permitted to participate either in individual capacity or as a member of another JV Firm in the same Bid.

2.3.5 The Bid form shall be submitted only in the name of the JV Firm

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and not in the name of any constituent member.

2.3.6 Normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.

2.3.7 A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm along with the Bid. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

2.3.8 On award of contract to a JV Firm, Performance Guarantees shall be submitted by the JV Firm as per clause 4.11 of General Conditions of Contract for Services -2018. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.

2.3.9 On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall besubmitted by the JV Firm to the Railways before signing the contract agreement for the service. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, interalia, following Clauses:

(a) Joint and Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for delivery of service in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract orduc to non-execution of the contract or part thereof.

(b) Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the service is completed.

(c) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian laws.

2.3.10 Authorized Member - Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the Bid, sign the agreement or enter into contract in respect of the said Bid, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said Bid/contract. All notices/correspondences with respect to the contract would be sent only to this authorised member of the JV Firm.

2.3.11 No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said bid/ contract.

2.3.12 Documents to be enclosed by the JV Firm along with the Bid:

2.3.12 i In case one or more of the members of the JV Firm is/are partnership firm(s) following documents shall be submitted:

(a) Notary certified copy of the Partnership Deed,

(b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).

(c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.

2.3.13 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

(a) Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

2.3.14 In case one or more members is/ are limited companies, the following documents shall be submitted;

(a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directorsor Railways of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.

(b) Copy of Memorandum and Articles of Association of the Company.

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(c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing person to do/act mentioned in the para (a) above.

2.3.15 All the Members of JV shall certify that they are not blacklisted or debarred by the Govt. Railways or any other Ministry/Department/ PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in Bids/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members. b) (as per para no. 2.4 of GCC for Services -2018)

2.4 Disqualification of Bidders

2.4.1 Employment / Partnership etc. of Retired Railway Employees

(a) Should a Bidder be a retired Railway of the Gazetted rank or any other Gazetted Officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the Railways owned and administered by the President of India for the time being, or

(b) Should a Bidder being partnership firm have as one of its partners a retired Railway or retired Gazetted Officer as aforesaid, or

(c) Should a Bidder being an incorporated company have any such retired Railway or retired officer as one of its Directors, or

(d) Should a Bidder have in her employment any retired Railway or retired Gazetted Officer as aforesaid, then

the full information as to the date of retirement of such Railway or Gazetted Officer from the said service and in case where such Railway or Officer had not retired from Government service at least one year prior to the date of submission of the Bid 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 take the employment under the contractor, has been obtained by the Bidder or the Railway or Officer, as the case may be from the President of India or any officer, duly authorized by her in this behalf, shall be clearly stated in writing at the time of submitting the Bid.

Bids without the information above referred to or a statement to the effect that no such retired Railway or retired Gazetted Officer is so associated with the Bidder, as the case may be, shall be rejected. **Annexure-D** shall be considered for this purpose and indicated at Page No.48.

2.4.2 As per para no. 2.5.2 of General Conditions of Contract- 2018 for Service - Should a Bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazette capacity in any department of Indian Railway, the authority inviting bids shall be informed of the fact at the time of submission of Bid, failing which the bid may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in Clause 7.4 of the General Conditions ofContract- 2018 for Service.

2.4.3 If the bidder 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 bid) by the appropriate enforcing agency like the Labour Commissioner etc.

2.4.4 The contractor shall be disqualified from participating in the bidding for service in a Railway division.

i) If any previous contract of the bidder or any of its constituents had been terminated under clause 7.4 of General Conditions of Contract- 2018 for Service in that Railway division, within the previous 2 years from the date of submission of bids.

ii) In that Railway division, the bidder or any of its 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). **Annexure-E** shall be considered for this purpose and indicated at page No.39.

The declaration to this effect shall be furnished by the contractor as a part of his bid document. In case this declaration is found to be false, process for 'banning of business' against the bidder/contractor shall be initiated as per extent rules. (as per para no. .5 of GCC for Services -2018)

2.5 The offer of Bidder(s) who do not attach self-attested and scanned Experience Certificate and Turnover Certificate with requisite details and supporting documents as detailed

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under Paras 2.7.1 to 2.7.4 below along with their Bid to establish their credentials shall be summarily rejected, even though they are working contractors or contractors on approved list.

2.6 (i) The offer shall be evaluated only from the certificates / documents (as referred above) submitted along with the bid offer.

(ii) Any Certificate / Documents offered after the bid opening shall not be given any credit and shall not be considered.

(iii) Bidder(s) shall note that conditional / alternate offer will not be considered and will summarily be rejected, even though such condition makes them as the lowest bidder.

(iv) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his bid offer, and the bidder shall, when so required by the Railway, make available also 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 reserve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
Ref: Railway Board letter No.2017/Trans/01/Policy dt.08-02-2018).

2.7 **Bid Evaluation System:** Evaluation of the Bids shall be done as per the following system Based on the type and specific requirements of the project the following methods of bid valuation can be used, as considered appropriate.

A. **Single Packet system**: This method of evaluation shall be used for all service contracts having bid value up to and including Rs.50 lakh, except vehicle contracts Ref:Hqrs.Lr.No.G.203/Policy/Vehicle Hiring/Vol.I, dt.25.03.2019). This shall be based on the eligibility criteria as per Condition No.2.7.2 & 2.7.3 below. Condition No.2.7.4 below shall not be applicable here (**Annexure-I** at Sl.No.25 & 26).

B. **Two Bid System/ Two packet system**: This method of evaluation shall be used for all service contracts having bid value exceeding Rs. 50 lakhs. The procedure detailed below shall be adopted for dealing with 'Two Packets System' of Bidding:
With a view to assess the bids technically without being influenced by the financial bids, Two Packets System of Bidding' shall be adopted.

The first packet shall be with the objective of scrutinizing the capability, financial strength, experience etc. of the bidders. If the technical offers are found acceptable by meeting the minimum qualifying marks as provided in the technical criteria, the second packet shall be opened and the bids shall be processed for finalization in the normal manner (eligible lowest bidder). Those bidders who do not meet this criterion shall not be considered for opening their financial bids.
However, if on the basis of information contained in the first packet the Bid Committee needs clarification regarding processes, specifications etc. communication can be initiated with the bidders. In seeking clarifications, all communications with bidders shall be properly recorded so that an audit trail is maintained. Clarification shall be confined to the documents / information already submitted by the bidder. (as per para no. 2.6 of GCC for Services -2018)

2.7.1 **Minimum Eligibility Criteria:**

2.7.2 i) **Work Experience:** The bidder should have satisfactorily completed* in the last three previous financial years and the current financial year up to date of opening of the bid, one similar single service contract** for a minimum of 35 % of advertised value of the bid.
Completed service contract includes on-going service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.

ii) ** Similar Service contract/Similar nature of work means-
Repairs and Reconditioning of Track Machines.

Or

Repairs and supply of spares to Track Machines.

Or

Outsourcing or Supply of staff for operation or maintenance of track machines.

(iii) Work experience certificate from private individual shall not be accepted. Certificate from public listed company /private company/Trusts having annual turnover of Rs.500 Crore 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.

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Note: The bidder shall submit details of work executed by them in the prescribed format along with bid 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 of such contract. (as per para no. 2.6.1.1 of GCC for Services -2018)

2.7.3 **Financials Standing**: The Bidders will be qualified only if they have minimum financial capabilities as below-

(i) **T1-Annual Turnover:** The bidder should have an annual financial turnover not less than 1.5 times the advertised Bid value during the last three previous financial years and in the current financial year upto the date of opening of the bid. The audited balance sheet reflecting financial turnover certified by chartered accountant with her stamp, signature and membership number shall be considered.

(ii) **T2-Liquidity**: The bidder should have access to or has available liquid assets, lines of cedit and other financial means to meet cash flow that is valued at 5% of the estimated bid value net of applicant's commitments for other contracts. The audited balance sheet and/or banking reference certified by chartered accountant with his/her stamp, signature and membership number shall be submitted by the bidder along with bid.

Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/number of the Joint Venture/Consortium. In case the net current Assets (as seen from the balance Sheet) 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. 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. Appendix-I and or/ II shall be considered for this purpose. In case of JV firms overall liquidity of JV firm shall be assessed by arithmetic sum of liquidity of all members of JV. (as per para no. 2.6.1.2 of GCC for Services -2018)

2.7.4 **Other criteria (Technical Criteria):** The bidder shall satisfy the eligibility criteria as shown in **Annexure- I** by submitting documents in support of their claims along with the bid document itself to fulfill the minimum eligibility criteria. (as per para no. 2.6.1.3 of GCC for Services -2018)

2.7.5 **Evaluation of Technical Bid:**

2.7.5.1 **Bidders Credentials:**

2.7.5.2 The Bidders shall submit along with the Bid document, the documents in support of their claim to fulfill the minimum eligibility criteria as mentioned in the bid. In two packet system of bidding, each bidder shall be assigned score for their technical bid. The score of technical bid should be more than or equal to minimum qualifying marks as mentioned in bid document. The system of assigning score shall be as per bid document (As per **Annexure-I** at Sl. No. 25 & 26).

2.7.5.3 Each page of the copy of documents/certificates in support of credentials submitted by the bidder shall be self-attested/digitally signed by the bidder or authorized representative of the bidding firm. Self-attestation shall include signature, stamp and date (on each page) only, those documents will be considered for evaluating bid which are duly self-attested/digitally signed as above.

2.7.5.4 The bidder shall submit a certificate (as per **Annexure-C**, at Sl.No.31) to the effect that all the documents submitted by them along with their bid are true. This shall be mandatory in all bids. **The bid shall be summarily rejected if the bidder fails to submit this undertaking along with bid.**

After opening the financial bid, the bid committee shall verify the credentials of the bidder who is declared as the lowest bidder (L-1) for their authenticity. In case the credentials of L1 are not found to be in order, his/her/their bid shall be treated as technically unresponsive and thus invalid. The processes shall be repeated for the next higher bidder till the valid L1 is established. If any document (or copy thereof) submitted

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by bidder found to be a false /forged.

(a) The bidder/each partner/member of the bidding firm shall be liable to legal actions apart from punitive actions, as decided by competent authority of Railways. In such an eventuality, the bid (Bid) shall also be summarily rejected.

(b) If the contract has already been awarded, or Letter of acceptance (LOA) has been issued and any, the contract shall be terminated, irrespective of the stage of progress in execution of the work. In such an eventuality, Security Deposit (SD), Performance Guarantee (PG) and partial/full payments otherwise due to the contractor, in respect of the partial/full work executed by the contractor, shall be forfeited by the Railways.

(c) Other punitive actions, like banning the bidder and partners/members of the biding firm for future dealings with Indian Railways and/or the Government of India may also be taken by the Railway/Govt. of India authorities. (as per para no. 2.6.2 of GCC for Services -2018)

2.7.6 **Evaluation of Financial Bid:**

The financial proposal shall be evaluated to determine the bidder.

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 more sound (having scored higher marks in evaluation of technical bids as per Clause 2.6.1.3 of General Conditions of Contract- 2018 for service 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. (as per para no. 2.6.3 of GCC for Services -2018)

2.7.7 **Care in submission of Bids**: (i) Before submitting a bid, the bidder will be deemed to have satisfied himself/herself/themselves by actual inspection of the site and locality of the services, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the bid forms are adequate and all inclusive to accord with the provisions in Clause-3.4 of the General Conditions of Contract for Service for the completion of works to the entire satisfaction of the Engineer.

(iii) Bidders will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. as amended from time to time and applicable taxes before bidding. Bidders will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(iv) The successful bidder who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

(v) In case the successful bidder 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. (as per para no. 6 of GCC- works 2022)

2.8 The Bidder should ensure the following aspects, while quoting his offer in

(I) **Technical Bid:** The Technical Bid shall consist of

i) Signed bid schedule except finance bid

ii) form

iii) EMD

iv) Proof of Eligibility criteria such as

a) Technical

b) Financial

c) Other listed criterions

(II) Financial bid:

a) If any item is excluded by bidder in submitting his bid, such bids will be rejected

b) 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

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iii. Any other cost direct or hidden not mentioned in financial bid.

c) Shall consist of Schedule of Rates as per prescribed format given in respective Chapt. only. Rate should be quoted on line through Indian Railway website "http://www.gem.gov.in"/GeM Portal in Financial Bid.

2.9 The contractor should ensure payment of minimum wages to the labour throughout the contract period as per minimum wages determined by Ministry of Labour and Employment, Govt. of India, New Delhi from time to time. The contractor is liable for penal action as per labour rules & regulations for failure to maintain minimum wages to labour at any time during contract period.

2.10 The contractor has to fulfill all statutory obligations regarding taxes, GST, Payment of minimum wages, Labour Laws, Workmen Compensation Act, EPF& MP Act, ESI Act etc. as determined by Government of India from time to time which are mandatory.

3.0 **Supervisor for the Work:** The work shall be carried out in a shift of 12 hours in day or night or in split shifts under the guidance of Machine in-charge of Railway.

4.0 Machine in-charge of Railway shall ensure marking attendance of outsourcing staff in their shift duly making counter signature in the register. **The in-charge supervisor shall check daily attendance/ muster register of outsourcing staff with his signature.**

4.1 BID DOCUMENTATION:

4.2 **Earnest Money:** Earnest Money/Bid security of **Rs. 12,53,640/-** should be paid by bidder through online as per GeM guideline.

The Bidder shall be required to deposit earnest money with the Bid for the due performance with the stipulation to keep the offer open till such date as specified in the Bid, under the conditions of Bid. The earnest money shall be as under:

Value of the Work	Earnest Money Deposit (EMD)
a) For works / services estimated to cost up to Rs.1crore.	2% of the estimated cost of the work
b) For works/services estimated to cost more than Rs.1crore.	Rs.2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs.1 Crore subject to a maximum of Rs.1 Crore.

Note:

- The earnest money shall be rounded to the nearest Rs.10/-. This earnest moneyshall be applicable for all modes of Bidding.
- MSEs registered with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, National Small Industries Corporation, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or Startups as recognized by Department of Industrial policy & Promotion shall be exempted from payment of minimum EMD detailed in the bid. (as per para no. 3.3 of GCC for Services -2018)

4.3 It shall be understood that the Bid documents have been sold/issued to the Bidder and the Bidder is permitted to bid in consideration of stipulation on their part, that after submitting her Bid she will not resile from her/their offer or modify the terms and conditions thereof in a manner not acceptable to the Railway. Should the Bidder fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

4.4 If her Bid is accepted, this earnest money mentioned in sub clause 4.1 above will be returned to the successful bidder after the submission and verification of the Performance Guarantees as per clause 4.11 of General Conditions of Contract- 2018 for Service. The Earnest Money of 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.

4.5 The Earnest Money should be demanded in the form and manner as per the latest instructions issued by the Railway Board from time to time. (as per para no. 3.3 of

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5.0 **General Obligation:**

5.1 **Force Majeure:** If at any time. during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and works/ services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Railway as to whether the works/ services have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party. (as per para no. 4.12 of GCC for Services -2018)

5.2 **Commencement of Services:** The Contractor shall commence the services within 15 days (unless specified otherwise) after the receipt by her of an order in writing to this effect from the Railway or as directed by the Railway and shall proceed with the same with due expedition and without delay. (as per para no. 4.15 of GCC for Services -2018)

5.3 **Damage to Railway Property or Private Life and Property:** The Contractor shall be responsible for all risk involved in the services rendered and for trespass and shall make good at her own expense all loss or damage whether to the works/services themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the **Workmen's Compensation Act** or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor. (as per para no. 4.24 of GCC for Services -2018)

5.4 **Rates for Items of Services:** The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for services duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications/ procedures specified in the contract document including drawings wherever applicable along with all labour, materials, tools, and plants etc. (as per para no. 4.42 of GCC FOR SERVICES-2018)

5.5 **Environmental Requirements:** The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with the Indian Railways environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment. (as per para no. 4.45 of GCC for Services -2018)

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6.0VARIATIONS, MEASUREMENT AND PAYMENTS:

6.1 Extension of Time: Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses. However, care may be taken to ensure that the extension in service contracts (other than Consultancy contracts) is on the ground that new contract has not been finalized.

6.1.1 Extension Due to Modification: If any modifications have been ordered which in the opinion of the Railway have materially increased the magnitude of the services, then such extension of the contracted date of completion may be granted as shall appear to the Railway to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the services.

6.1.2 Extension for Delay Not Due to Railways or Contractor: If in the opinion of the Railway, the progress of services has any time been delayed by any act or neglect of Railway's employees or by other contractor employed by the Railway under Clause 4.20 of these Conditions or in executing the work/service not forming part of the contract but on which contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Railway pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the Railway for which she shall have specially applied in writing to the Railway or her authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Railway within 15 days of such happening, but shall nevertheless make constantly her best endeavours to bring down or make good the services and shall do all that may be reasonably required of her to the satisfaction of the Railway to proceed with the services.

The contractor may also indicate the period for which the services is likely to be delayed and shall be bound to ask for necessary extension of time. The Railway on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in her opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

6.1.3 Extension for Delay Due to Railways: In the event of any failure or delay by the Railway, to hand over the Contractor possession of the site necessary for the execution of the services, or to give the necessary notice to commence the services, or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable. (as per para no. 5.1 of GCC for Services -2018)

6.2 **Extension of Time for Delay Due to Contractor:** The time and uninterrupted delivery of services shall be deemed to be the essence of the contract and the service must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the services within the time/manner as specified in the contract for the reasons other than the reasons specified in Clause 5:1, the Railway may, if satisfied that the service delivery can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Railway may decide. On such extension, the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and

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not by way of penalty a sum equivalent to 0.10% of the contract value of the service for each week or part of the week.

6.2.1 For the purpose of this clause, the contract value of the services shall be taken as value as per contract agreement including any supplementary contract agreement issued. Provided also, that the total amount of liquidated damages under this condition, shall not exceed 5% In lieu, competent authority while granting extension to the currency of contract under Clause 5.2 of GCC may also consider levy of token penalty, as deemed fit based on the merit of the case of total value of the contract.

This section does not limit Indian Railways from imposing any penalties under other provisions and such penalties will be applicable concurrently.

Provided further, that if the Railway is not satisfied that the service can be completed by the Contractor and in the event of failure on the part of the contractor to complete the service within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Performance Guarantee and rescind the contract under Clause 7.4 of these Conditions, whether or not actual damage is caused by such default. (as per para no. 5.2 of GCC for Services -2018)

6.3 **Variations in Quantities During Execution of Service Contracts:** The procedure detailed below shall be adopted for dealing with variations in quantities during execution of service contracts -

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.

2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

(a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;

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

(ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

(b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

(c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO / FA&CAO(C) and approval of General Railway.

3. **In cases where decrease is involved during execution of contract -**

(a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.

(b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

(c) It should be certified that the work proposed to be reduced will not be required in the same work.

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

5. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

6. For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.

7. For tenders accepted by General Railway, variations upto 125% of the original agreement value may be accepted by General Railway.

The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement, the vitiation shall be on the contractor's account (payment shall be restricted to the lowest calculated value of all valid offers). (as per para no. 5.3.4 of GCC for Services -2018)

6.4 Price Variation Clause (PVC)

(as per para no. 5.7 of GCC for Services - 2018)

The Price Variation Clause is devised as per the composition of an individual work/service contract can be incorporated by the tender inviting authorities based on the following general principles. The amount payable on account of Price variation shall be settled every quarter.

6.4.1 Applicability: Price Variation Clause (PVC) shall be applicable only for tenders of value as prescribed by the Ministry of Railways through instructions/circulars issued from time to time and for long term contracts, where delivery period extends beyond 18 months. *Materials supplied free of cost by Railway 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.*(*refer to rule 22 , General Financial Rules, 2017)*

6.4.2 Base Month: The Base Month for 'Price Variation Clause' shall be taken as month of opening of bids 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 bid. The Price Variation shall be based on the average Price Index and minimum wages of the quarter under consideration.

6.4.3 Validity: Rates accepted by Railway Administration shall hold good till completion of service contract period 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.

6.4.4 Adjustment for variation in prices of material, labour, fuel etc. shall be determined in the manner prescribed.

6.4.5 Components of various items in a contract on which variation in prices be admissible, shall be Material, Labour and Fuel and shall be taken based on their proportions in the estimate. However, for fixed components, no price variation shall be admissible.

6.4.6 The price escalation shall be calculated based on the following clauses i.e. 5.7.6 (a) and 5.7.6 (b) and the higher of the two shall be paid.

a) The percentages of labour component, material component, fuel component etc. in various types of Services shall be as under:

Component	Percentage	Component	Percentage
(A) House keeping Contracts			
Labour Component	70%	Other Material	15%

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		Components	
Fuel Component	0%	Fixed Component*	15%
(B) Consultancy Contracts			
Labour Component	80%	Other Material Components	5%
Fuel Component	0%	Fixed Component*	15%
(C) Other Contracts			
Labour Component	35%	Fuel Component	15%
Material Component	35%	Fixed Component*	15%

*It shall not be considered for any price variation.

Formulae: The Amount of variation in prices in several components (labour material etc.) shall be worked out by the following formulae:

(i) $L = \frac{W \times (L_Q - L_B)}{L_B} \times \frac{Lc}{100}$

(ii) $M = \frac{W \times (M_Q - M_B)}{M_B} \times \frac{Mc}{100}$

(iii) $F = \frac{W \times (F_Q - F_B)}{F_B} \times \frac{fc}{100}$

Where:

L Amount of price variation in labour
M Amount of price variation in Materials
F Amount of price variation in Fuel
Le % of Labour Component
Mc % of Material Component
Fe % of Fuel Component
W Gross value of work done (services performed) by contractor as per on-account bill(s), excluding cost of materials supplied by Railway at fixed price. This will also exclude specific payment, if any, to be made to the consultants engaged by contractors (such payment shall be indicated in the contractor's offer)
L_B Consumer Price Index Number for Industrial Workers – All India: Published in RB.I. Bulletin for the base period
L_Q Consumer Price Index Number for Industrial Workers – All India: Published in RB.I. Bulletin for the average price index ofthe3 months of the quarter under consideration
M_B Index Number of Wholesale Prices - By Groups and Sub-Groups: All commodities –as published in the RB.I. Bulletin for the base period
M_Q Index Number of Wholesale Prices - By Groups and Sub-Groups: All commodities -as published in the RB.I. Bulletin for the average price index of the 3months of the quarter under consideration
F_B Index Number of Whole sale Prices –By Groups and Sub-Groups for Fuel and Power as published in the RB.I. Bulletin for the base period
F_Q Index Number of Whole sale Prices -By Groups and Sub-Groups for Fuel and Power as published in the RB.I. Bulletin for the average price index of the 3 months of the quarter under consideration

b) In contracts where the number of work force is specified, any revision in the minimum wages etc. notified through government order/circulars etc. after the date of submission of bids shall be compensated by the Railway administration, on an actual basis.

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6.4.7 For material portion, the relevant RBI Bulletin (index numbers of wholesale p in India - by Groups and Sub-groups -Averages) shall be used.

6.4.8 The demands for escalation of cost shall be allowed on the basis of provisional indices made available by Reserve Bank of India and revision in the minimum wages. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

6.5 Price Variation During Extended Period of Contract:
(as per para no. 5.8 of GCC for Services - 2018)

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 5.1 of the Standard General Conditions of Contract. However, where extension of time has been granted due to contractor's failure under Clause 5.2, price adjustment shall be done as follows:

6.5.1 In case the indices or minimum wages increase above the indices or minimum wages applicable to the last month of original completion period or the extended period under Clause 5.1, the price adjustment for the period of extension granted under Clause 5.2 shall be limited to the amount payable as per the Indices or minimum wages applicable to the last month of the original completion period or the extended period under Clause 5.1 of the General Conditions of Contract; as the case may be.

6.5.2 In case the indices fall below the indices or minimum wages applicable to the last month of original/extended period of completion under Clause 5.1, as the case may be; then the lower indices or minimum wages, as the case may be, shall be adopted for the price adjustment for the period of extension under Clause 5.2 of the Standard General Conditions of Contract.

6.6 LABOUR LAWS AND RELATED OBLIGATIONS:

A contractor is to abide by the provisions of Payment of Wages act & Minimum Wages Act in terms of chapter 6 of General Conditions of Contract for Services 2018. Some para's of chapter-6 related to LABOUR LAWS AND RELATED OBLIGATIONS are appended in subsequent para but the contractor should go through all the para's of chapter-6.

***6.6.1* Legal Obligations**

The contractor shall be responsible for carrying out all legal obligations as may be required by the law. Broadly they are as under:

- Contractor Labour (Regulation and Abolition) Act, 1970
- MinimumWagesAct,1948
- PaymentofWagesAct,1936
- TheWorkman'sCompensationAct,1923
- Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952
- Employees'StateInsuranceAct,1948
- Employees'PensionScheme,1995
- FactoriesAct,1948
- Enforcement of Employment of Manual Scavengers and construction of Dry Latrines (Prohibitions) Act, 1993
- Child Labour Act,1986
- ApprenticesAct,1961
- EqualRemunerationAct,1976
- Safai Karamcharis Act, 1993
- Industrial Disputes Act, 1947
- MaternityBenefitAct,1961
- TradeUnionsAct,1926
- PaymentofBonusAct,1965
- PaymentofGratuityAct,1972

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- Industrial Employment (Standing Orders) Act, 1946
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

(as per para no. 6.2 of GCC for Services - 2018)

6.6.2 The Contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules. (as per para no. 6.4.1of GCC for Services - 2018)

6.6.3 Minimum Wages Act, 1948/ Rules1950:

The Contractor shall be responsible for ensuring compliance with the provision of the *Minimum Wages Act, 1948* (herein after referred to as the "said Act") and the Rules made there under in respect of any employees directly or through petty contractors or sub-contractors employed by her/them.

Following are the salient features of the Minimum Wages Act, 1948 for which the **contractor shall produce a certificate of compliance which shall be verified by the railway manager and placed on record.**

(as per para no. 6.5 of GCC for Services - 2018)

6.6.4 Provisions of Payments of Wages Act:

The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there-under in respect of all employees directly or through petty contractors or sub-contractors employed by her in the services/works. If in compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Manager whether in connection with the works to be executed hereunder or otherwise for the purpose of the Manager, such labour shall nevertheless be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Manager shall be deemed to be moneys payable by the Manager on behalf of the Contractor and the Manager may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Manager upon any question arising out of the effect or force of this Clauses hall be final and binding upon the Contractor. (as per para no. 6.6 of GCC for Services - 2018)

6.6.5 Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952

The Contractor shall comply with the provisions of Para 30&36-Bof the Employees Provident Fund Scheme, 1952; Paras 3 & 4 of Employees 'Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules. (as per para no. 6.7 of GCC for Services - 2018)

6.7 Provisions of Workmen's Compensation Act

6.7.1 This Act facilitates to provide for the payment by certain classes of employers to their workers of compensation for injury by accident.

6.7.2 It is the Employer's liability to pay the compensation to a worker for death or personal injury resulting in to total or partial disablement or occupation disease caused to a worker arising out of and during the course of employment (Section 3). The amount of compensation is as per the Section 4 of the Act.

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6.7.3 The contractor shall accept liability for compensation in accordance with provisions of the Workmen's' Compensation Act, 1923 or any statutory modification there for the time being in force in respect of the persons employed by her/him.

6.7.4 In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the ***Workmen'sCompensationAct1923,***Railway is obliged to pay compensation to a worker directly or through petty contractor or sub contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part there of by deducting it from any sum due by Railway to the Contractor. (as per para no. 6.8 of GCC for Services - 2018)

6.8 **Signing Of "No Claim" Certificate:** The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after she shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contactor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof. (as per para no. 5.4.2 of GCC for Services -2018)

6.9 Certificate of Completion of Works contemplated in Service: As soon as in the opinion of the Railway, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Railway shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work, if applicable, shall commence from the date of completion mentioned in such certificate. The Railway may also issue such a certificate indicating date of completion with respect .to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Railway and occupied or used by the Rail way. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance, if any shall commence from the date of completion mentioned in the completion certificate issued for that part of the work. (as per para no. 5.9.1 of GCC for Services -2018)

6.10 Final Payment: On the Railway's certificate of completion in respect of the services, adjustment shall be made and the balance of account based on the Railway or the Railway's representative's certified measurements of the total quantity of service executed by the Contractor upto the date of completion and on the accepted schedule of rates and for extra works on rates determined under Clause 4.42.1 of these Conditions shall be paid to the Contractor, subject always to any deduction which may be made under these presents, and further subject to the Contractor having delivered to the Railway either a full account in detail of all claims she may have on the Railway in respect of the works or having delivered "No Claim Certificate" and the Railway having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by her since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the services have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the services, have been satisfied agreeably and in conformity with the contract.

6.10.1 Post Payment Audit: It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and / or technical examination of the works / services and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund of any excess amount paid to her, if as a result of such examination any over-payment to her is discovered to have been made in respect of any services done or alleged to have been done by her under the contract.

6.10.2 Production of Vouchers etc. by the Contractor: For a contract of more than Rs 2 crore, the contractor shall, whenever required, produce or cause to be produced for

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such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Railway on the question of relevancy of any documents, information or return being final and binding on the parties). The contractor shall similarly produce vouchers etc., if required to prove to the Railway, that materials supplied by her, are in accordance with the specifications laid down in the contract.

6.10.3 If any portion of the service in a contract of value more than Rs 2 crore be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 4.5 of the General Conditions of Contract), the Railway shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to her inspection.

6.10.4 The obligations imposed by Sub Clause 5.13.2 & 5.13.2 is without prejudice to the obligations of the contractor under any statute, rules or orders binding on the contractor.

6.10.5 Signature on Receipts for Amounts: Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by any one of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners inter se. (as per para no. 5.13 of GCC for Services -2018)

7.0 **Right of Railway to Determine the Contract:** The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and I or of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof. *(as per para no. 7.1 of GCC FOR SERVICES-2018)*

8.0 SETTLEMENT OF DISPUTES -INDIAN RAILWAY ARBITRATION RULES:
In the event of any dispute or differences arising under these conditions or any special conditions of the contracts or instruction to the contractor (except as to ay matters, the decision of which is specifically provided for by these conditions or special conditions), the same shall be referred by the contractor to the Railway. These disputes or differences shall be settled through "SETTLEMENT OF DISPUTES -INDIAN RAILWAY ARBITRATION RULES" as per Para no. 8.1, 8.2, 8.3 & 8.4 of General Conditions of Contract for Services 2018. (as per para no. 8.1, 8.2, 8.3 & 8.4 of GCC FOR SERVICES-2018)

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SECTION - 4

SPECIAL TERMS AND CONDITIONS FOR OUTSOURCING OF OPERATION & MAINTENANCE OF TRACK MACHINES

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SPECIAL TERMS AND CONDITIONS

1. Minimum one supervisor /Machine In-charge will be deputed by Railway on each machine, who will be responsible for safe driving & movement of machine during blocks & base shifting, coordinating with Railway persons of other Departments and Engineering/Operating Control for arranging traffic blocks, base shifting of machine, TXR examination, fuel, track data, siding amenities including provision of electricity & water supply etc. for smooth operation & maintenance of track machines.

2. (a) It will be the responsibility of the Machine In-charge to ensure and certify the day-to-day maintenance of machine so that proper daily preventive maintenance is ensured. During daily scheduled maintenance , the staff deployed by the contractor shall perform Stipulated preventive checks and schedule maintenance of all assemblies of machine (like engines, generators, Hydraulic system, Pneumatic system and electrical control system etc.) or sub-assemblies (various water & HSD oil pumps, sensors etc) as specified by OEM, RDSO guidelines & IRTMM and carry out necessary repairs if any.

(b) *Consumables i.e. Lube oil, Hydraulic oil, Gear Oil, Grease etc. and spares will be provided by Railway as per Maintenance Schedules of Machines. Contractor will inform to Railway and provide a list of consumables/spares required for aforesaid Maintenance Schedule of machines in written at least one month in advance.* Maintenance will be carried out in such a way that readiness will be given within one hour after the start of the working shift.

(c) Contractor has to provide uniform, safety shoes (two pair in a year) & on safety helmet in a year to all contract labors deployed including supervisors from the first day of the start of the contract. Safety shoes and safety helmets to be provided as applicable IS code, safety shoes confirming to IS 15298(part-ii) & safety helmet conforming to IS 2925. Any deviation will lead to deduction of amount from their bill. Penalty will be charged @ Rs 1500/-per pair for safety shoes, @ Rs.1500/- for uniform and Rs 500/- for helmet.

3. Machine In-charge will certify the available manpower provided by Contractor on machine. Contractor has to provide arrangement for Biometric attendance for their labor deputed on machines. No extra payment shall be made for this.

4. The contractor has to execute the works for Operation and Maintenance of Track Machines in East Central Railway as per the instructions of Dy. CE/TMC/PD/DDU or his authorized representative.

5. Contractor has to operate and maintain the Track Machine in a shift of 12 hours in day or night or in split shifts. While deploying the manpower, contractor shall follow rules as per Railway's HOER (Hours of employment Regulation).

6. The minimum educational qualifications are as under:

i.	Assistant Track Machine Operator/ Supervisor	Diploma/Degree in Mechanical or Electrical or Electronics or Instrumentation or Production Engineering or Automobiles or its connected subjects in Govt. Approved colleges/recognized universities. **(Passing with minimum 50% marks)** (The educational qualification is relaxed in case the Contractor engages a retired Railway Employee who has worked as JE/SSE on track machines, subject to maximum age limit of 65 years)
ii.	Track Machine Maintainer/Technician / Skilled Fitter	ITI in Mechanical/Electrical/Welding/Instrumentation and Other related fields of mechanical and electronics or any other similar subject in Govt. approved college. **(Passing with minimum 50% marks)** (The educational qualification is relaxed in case the Contractor engages a retired Railway Employee who has worked as Sr. Technician or Technician Gr.I, or Technician Gr.II or Technician Gr.III on track machines, subject to maximum age limit of 65 years)
iii.	Track Machine Assistant/Khalasi/Helpers	10th class Pass.

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Manpower required for operation and maintenance of machines for 07 days in week. Contractor shall arrange for LR and RG for his staff as per labor laws.

Note: The contractor has to submit educational qualification certificates and other proofs of the staff being engaged at the time of starting of the work and any changes in his employed staff shall be done only after obtaining written consent of Dy. CE/TMC/PD/DDU.

7. The contractor has to provide a team of skilled / unskilled staff required for operation and maintenance of Track Machines. The minimum staff to be provided are as follows:

1	For one BCM	01 Assistant Machine Operator/Supervisor, 03 Track Machine Maintainers/ Technicians (Skilled fitter) and 04 Track Machine Assistant/Khalasi (Helper).
2	For one MPT/MFI	01 Assistant Machine Operator/Supervisor, 03 Track Machine Maintainer/Technicians (Skilled fitter) and 03 Track Machine Assistant/Khalasi (Helper).
3	For one DTS	01 Assistant Machine Operator/Supervisor, 02 Track Machine Maintainer/ Technicians (Skilled fitter) and 02 Track Machine Assistant/Khalasi (Helper).
4	For one Tamping Express/DTE	01 Assistant Machine Operators/Supervisor, 03 Track Machine Maintainer/ Technicians (Skilled fitter) and 04 Track Machine Assistant/Khalasi (Helper).
5	For one Duomatic/ Continous Tamping Machine (CSM)/ UNIMAT	01 Assistant Machine Operator/Supervisor, 03 Track machine Maintainer/ Technicians (Skilled fitter) and 03 Track Machine Assistant/Khalasi (Helper).

8. The contractor has to make necessary arrangements for boarding and lodging for their staffs and no extra Payment is permissible on this account. Permission will be given for erection of temporary tents within Railway land and on vacating the place, the place has to be handed over in clean condition. One percent (01%) recovery shall be made from the amount payable to a particular machine, if railway accommodation in camping coach is provided to that particular machine team. If contractor staff will use the camping coach then they have to keep the camping coach clean & tidy and also ensure that facilities available in coaches are not damaged. One cabin in each camping coach shall be reserved for Railway staff. If any damage to equipment in the Camping Coach occurs due to negligence of Contractor's staff, then, the Contractor has to rectify the damages at his own expense. Contractor has to arrange their own cook and raw materials for preparation of food for their staff at his own cost.

9. All the contractual staff shall have sound health & should not be suffering from contagious diseases etc. Assistant Machine Operators/Supervisor, Track machine Maintainer/Technicians (Skilled fitter) and Track Machine Assistant/Khalasi (Helper) should pass in A-3 medical category. Regarding this, contractor shall submit the physical fitness and Medical Certificates issued by Railway doctor as directed by Dy. CE/TMC/PD/DDU or AEN/TMC of concerned division of East Central Railway before deployment of staff and all the cost for medical examination shall be payable by the contractor. In case of any medical examination of Contractor's staff in necessitated during the course of the Contract, the same shall be complied and any such cost for medical examination shall be payable by the contractor only.

10. Before commencement / starting of work, contractor will submit the details of staff & police verification certificate with local address of staff.

11. The machine will mostly work on tracks and it is quite likely that trains will be running on adjacent tracks also. The contractor must ensure the safety of the labors engaged by him/her during the course of the execution of work. Necessary safety equipments (PPE's) shall be provided by the contractor for all the staffs deputed by him and no extra amount is payable toward this by Railway. In case of any accident causing

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injuries / disability or death etc. of contractor's employees, the contractor should pay compensation etc. for the same and Railways shall have no liability on this account. Contractor has to arrange insurance, etc for their employees if required for the same as Railways will not pay any compensation for this. Contractor shall submit an indemnity bond in this regard.

12. The contractor shall ensure provision of minimum labor as stipulated for every machine.

13. Sometimes the machines after going into the block section may not be able to return to the Base Station within the scheduled duty hours. Under Such circumstances, the contractor's staff will have to work for extra hours as per requirement at site, for which nothing extra will be paid. Even in case of extra duty hours on previous day, the staff will have to be ready for the next day's work at the nominated time as advised by the machine In- charge. The decision of Dy. CE/TMC/PD/DDU shall be final and binding to the contractor in this regard.

14. It is mandatory for the contractor to upload/update Labor data on Railway's Shramik Kalyan Portal as has been elaborated below:

A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages Act in terms of chapter 6 of General Conditions of Contract for Services 2018. In order to ensure the same, an application has been developed and hosted on website https://shramikkalyan.indianrailways.gov.in. Contractor shall register his firm /company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of portal shall be done as under:

(a) Contractor shall apply one-time registration of his company/firm etc. in the Shramik Kalyan Portal with requisite details subsequent to issue of Letter of Acceptance. Railway Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.

(b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.

(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.

(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 detail on Shramik Kalyan portal on monthly basis.

(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

B. 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." (Railway Board's letter No.2018/CE-I/CT/4 dated 17.10.2018).

15. Staff roster will be decided according to the margin/ availability of block in section following Railway's HOER.

16. In case of emergency, Contractor will be bound to work beyond roster hours.

17. If contractor fails to provide the stipulated number of staff on machine, railway staff if available may be provided to fulfill deficiency and operate & maintain the machine. However, the cost of railway staff as per railway guideline will be recovered from the contractor bills, in addition to the deduction of the penalties as per Clause no -28 of Special Conditions of the contract.

18. Contractor will provide the proof of the latest copy of minimum wages.

19. Railway reserves the right to close the contract duly giving 30 days notice to the contractor.

20. Bills of work done shall be entered by the respective SSE/TMC of the division based on the report and attendance particulars submitted by the machine in-charge and 100% test check to be done by AEN/TMC of the concerned division and the bill will be passed by Dy.

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21. In case, it is decided to stop any machines/ equipment due to any rea Railway will intimate the same to the contractor one week in advance and the minimum off period will be 15 days. No payment shall be made for this lay off period.

22. The contractor's staff and labour shall not have any claims of appointment in Railway's In future.

23. In the event of any reduction in the quantities to be executed for any reason what so ever, the contractor shall not be entitled for any compensation but shall be paid only for actual quantity of work done.

24. The contractor's staff shall accompany the machines during transit from one station to another station. Transportation of material for machine within station area or to the local market will be done by the contractor staff. Transportation of Spares from TMC Store at Zonal Maintenance Depot/satellite Depots to machine will be provided by Railway.

25. Rates will be inclusive of all taxes, GST, license fees, staff PF, ESI etc. Nothing extra shall be paid.

26. Railway administration may not operate the full quantity of each item depending upon the requirement time to time. In case it is not necessary, some of the items may not be operated at all. The decision of Dy.CE/TMC/PD/DDU is final and binding on the contractor and the contractor cannot make any claim for the same. The amount of the left over quantities of those items may be utilized in operation of more quantities of other necessary items with the approval of Dy. CE/TMC/PD/DDU. Accordingly, the contractor will have to deploy the man power as directed by the Railway administration as per the necessity from time to time.

27. Mode of Payment: Payment shall be made on Monthly Basis as per the actual work done.

28. Penalties:

28.1 If there is shortage of staff provided on any machine on any day, a penalty as mentioned below per day on Assistant Machine Operator/*Supervisor*, Technician/ *Track Machine Maintainer/ Skilled Fitter and Track Machine Assistant*/Khalasi/Helper, shall be deducted for this purpose. A daily attendance register will be maintained by the Machine Incharge. The decision of Dy. CE/TMC/PD/DDU is final in this regard.

Staff	Penalty (per day)
Assistant Machine Operator/*Supervisor*	Rs. 5000
Technician/ *Track Machine Maintainer/ Skilled Fitter*	Rs. 4000
Track Machine Assistant/Khalasi/Helper	Rs. 3000

28.2 In case any damage to the machine/sub-assemblies/materials is caused due to mishandling/mis-operation of the machine or any interruption to railway traffic takes place on account of fault of contractor's staff, the actual cost of damage or the cost of the interruption to the railway traffic will be recovered from the contractor's running bills. In case of dispute regarding the estimation of damages , contractor can appeal to CE/TMC/ECR and the decision of CE/TMC/ECR shall be final and binding to the contractor in this regard.

28.3 If machine remain idle due to contractor's fault i.e. insufficient contractual staff/maintenance issue which has to be done by contractor, penalty shall be imposed as mentioned below:

Idling of complete BCM group (*1* BCM, 1 *MPT/MFI*, 1 *DTS/DGS*)	No payment shall be made for that day and penalty of Rs. 1.0 lakh per day shall be imposed.
Idling of any one individual machine from the BCM group OR any one of DUO/CSM/UNIMAT/Tamping Express/DTE working independently	No payment shall be made for that day and penalty of Rs.35,000/- per day per machine shall be imposed.

28.4 After successful completion of training, if any outsourced staff leaves the machine before one year from the date of deployment on the machine, then following additional penalty will be imposed:

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Staff	Penalty
Assistant Machine Operator/*Supervisor*	Rs. 100,000/-
Technician/ *Track Machine Maintainer/ Skilled Fitter*	Rs. 75,000/-
Track Machine Assistant/Khalasi/Helper	Rs. 50,000/-

29. Brief description of duties of Contractor's Assistant Machine Operator/Supervisor:

a. He has to work under Supervision of Railway's Engineer i.e. SSE/JE deputed as Machine In-charge on machine.

b. He shall be responsible for Operation, Maintenance & repairs of all type of track machines offered to him.

c. Carrying out the prescribed schedule of maintenance and keeping proper records of the same.

d. Safe custody, accountal and replacement of the spares, Tools & Plants and consumables issued for the machine and returning of released spares to Zonal Maintenance Depot/DDU or *Satellite Depots* for reclamation/condemnation.

e. Keeping systems of the machine in working condition and ensuring the target output, duly maintaining quality.

f. Maintaining log books and other records, sending daily and other periodical reports/statements using appropriate fastest mode of communication.

g. Coordination with the Machine in-charge for efficient working of his machine and planning daily program of machine work e.g. Working in design mode for slewing and lifting of track etc.

h. Active association during visit of firm's Service Engineer, furnishing of such information as may be needed for proper examination of the machine and taking necessarily follow up action.

i. Furnishing necessary reports to and keeping Machine in-charge informed as the case may be, about all the relevant aspects of the machines as also other records and details as asked by him and carry out necessary actions as directed for proper operation and maintenance of his machine.

j. In the event of breakdown of the machine, he will be responsible for setting right the defect in shortest possible time with the help of Tools & Plants and other staff. In case the machine cannot be repaired in the block, he shall be responsible for winding up using all resources including back-up systems and clear the block section as early as possible. He shall be assisted by Machine in-charge and demand the engine/breakdown train through SSE/JE/P.Way, if required without undue delay.

k) Any other work assigned to him by the machine in-charge i.e. SSE/JE/TMC as required for operation & maintenance of machine.

30. Duties of Contractor's Technician/ *Track Machine Maintainer/ Skilled Fitter*:

Technicians attached with the machines will be under supervision of SSE/JE of the Railway deputed as machine in-charge of a particular machine. He shall assist the operator in operation and maintenance of track machines. Their main duties are: -

a) To attend the daily and weekly maintenance schedules of machine and record the compliance in log book. To attend and assist the Service Engineers during service checks.

b) To attend the repairs, schedule maintenance and also repairs the machines during breakdown in block with due urgency.

c) To keep in his custody the various tools, plants and equipment necessary to attend repairs and ensure their working condition.

d) To guide and supervise the machine assistants and other staff in attending the maintenance/repairs.

e) To remain vigilant during movement and working of machine and to inform the concerned SSE/JE/TMC for any abnormalities noticed.

f) To attend daily and weekly maintenance schedule of track machines.

g) Looking for damage and defects including breakage, distortion, cracks, corrosion & wear and check thoroughly, security as per RDSO manuals.

h) Replacing new or overhauled or reconditioned parts in place of old parts and missing parts as per RDSO manual.

i) At least one technician to have the necessary competence to perform gas cutting and welding tasks in the event of a machine breakdown, in addition to fulfilling their regular duties.

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j) To ensure safety of the machine and staff during working.
K) Any other work assigned to him by the machine in-charge i.e. SSE/JE/TMC as required for operation & maintenance of machine.

31. Duties of Contractor's *Track Machine Assistant*/Khalasi/Helper:

Helpers/Khalasi attached with the machine(s) will be under Supervision of Railway's Engineer i.e. SSE/JE deputed as Machine In-charge on machine. He shall assist Operator and Technicians in performing their functions and their main duties would be as below:

(a) To keep the track machine in neat and clean condition.
(b) To replace spares like tamping tools as directed by Machine In-charge / Operator.
(c) To recoup HSD oil as required.
(d) To assist Operator / Technicians for carrying out daily and other specified schedule maintenance of track machine as per instruction of machine in-charge.
(e) Transportation of material, spares and consumables.
(f) To bring all necessary tools and plants from coach to machine or otherwise specified by Technician / Operator or machine in charge.
(g) To be vigilant during machine working and promptly inform machine-in-charge & Operator regarding any obstruction in track viz. SEJ, Level Crossing, Bridge, joggled fish plates etc. boulders, rail pegs etc. so as to enable SSE/JE or operator to take necessary preventive action.
(h) To warn for any abnormal sound, bursting of hose, breakage of any assembly etc. to machine-in-charge.
(i) To assist machine-in-charge in attending the failure in shortest possible time.
(j) Extend help during service check by service engineer.
(k) Ensure safety of self and colleagues during block.
(l) Perform duty of watchman for machine and coach, if required.
(m) Accompany the machines during shifting as directed.
(n) Some of the important Machine specific duties are as under:

1) For BCM: Cutter bar setting /disconnecting carrying chain-link for connection and disconnection of chain cutting the obstructing rail/pegs, removing obstructed boulders, changing of wear plate, cutter chain and other items of the machine etc. complete as directed by machine in-charge.

2) For DUO/*MPT (MFI)*/*DTE*/*CSM*/*UNIMAT*/*T.Express*: Fixing and removing of tamping tools and carrying dropped tools back to the machine, changing of machine part etc. Complete as directed by machine in charge.

3) For DTS/DUO/BCM: Changing of machine parts etc. complete as directed by machine in-change.

o) Any other work assigned to him by the machine in-charge i.e. SSE/JE/TMC or Technician as required for operation & maintenance of machine.

32. All maintenance schedules such as Daily, 50 hrs, 100 hrs, 200 hrs, 500 hrs, 1000 hrs & 2000 hrs (IOH) will be done by Contractor as prescribed in IRTMM-2019 (updated upto latest correction slip if any) at site or at nearest Zonal Maintenance Depot/DDU or Satellite Depots. During IOH, Contractor staff should work as instructed by Zonal Maintenance Depot/DDU or Satellite Depots in-charge to complete the IOH as per schedule. Necessary testing facilities shall be provided by Railway in Zonal Maintenance Depot/DDU or Satellite Depots. During the maintenance of machine in Zonal Maintenance Depot/DDU or Satellite Depots, Transportation, Lodging and Boarding of contractor's staff shall be provided by Contractor.

All Consumables & Spares will be provided by Railway as per Maintenance Schedules of Machines. Contractor will inform to Railway and provide a list of consumables/spares required for aforesaid Maintenance Schedule of machines in written at least one month in advance.

43. Necessary help and infrastructural facility such as Tools, Plants, Hoists, Gas cutting equipment, welding equipment, etc. shall be provided by Railway at free of cost at Zonal Maintenance Depot/DDU or *Satellite Depots* for carrying out 1000 hrs & 2000 hrs schedule maintenance and breakdown maintenance wherein machine requires shed for maintenance.

44. Electricity and water used for maintenance of machine at Zonal Maintenance Depot/DDU or *Satellite Depots* will be supplied by Railway at free of charge.

45. No Railway pass shall be issued to Contractor's manpower for any movement in train.

47. Repairs of Engine and Electronics items shall be the responsibility of Railway but small repair/maintenance will be done by contractor. Repair of transducer, calibration of machine and troubleshooting shall be carried out by Contractor's staff. Contractor's

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staff / supervisor should inform machine in-charge in advance regarding requirement of Service Engineer to Railway. However, machine in-charge of Railway shall decide to call OEM's Service Engineer through existing AMCs as per requirement. Material, if any required for repair shall be made available by the Railway.

48. All Spares and Consumables shall be provided by Railway at site/nearest station to stabling site of machine.

49. Contractor is fully responsible for good health and qualitative & quantitative output of the machines.

51. Decision of CE/TMC/ECR will be final and binding to the contractor in case of any dispute between Railway and Contractor.

52. The contractor shall submit proof of the following in connection with the court, labour laws and inter-alia (Authority Railway Board's letter no.1 2015/PNM/AIRF/) dated 20.10.2015.

(i) The payment to the contract laborers should be made through bank/cheque.
(ii) Identity card should be issued to all contract workers.
(iii) Necessary steps should be taken to deduct provident fund from the payment made to the contract labour and ensure that the same is credited to their provident fund account.
(iv) Medical facilities from ESI, if applicable.

53. Basic requirement of the contractor's personnel Operator/Technicians/Helper:

(i) The personnel to be deployed as skilled fitter should have passed minimum educational qualification as given at Para-6 of the Special Conditions. Necessary attested certificate by any gazette officer shall be submitted by the contractor to the Railways. However, the personnel who are found to be qualified and competent in the scrutiny by the authorized representative of Dy. CE/TMC/PD/DDU shall be allowed to work.

(ii) Age should be more than 18 years and less than 58 years as on date of commencement of work. The age limit is relaxed in case the Contractor engages a retired Railway Employee who has worked in any capacity as SSE or JE or Sr. Technician or Technician Gr. I, Gr. II or Gr. III on Track machines, subject to maximum age limit of 65 years.

(iii) (a) **Training to Contractor's staff regarding Operation, Maintenance and Safety of Railway's Track Machine:** The Contractor has to deploy only trained Assistant Machine Operator/*Supervisor*, Technician/ *Track Machine Maintainer/ Skilled Fitter* and *Track Machine Assistant*/Khalasi/Helper on track machines. Assistant Machine Operator/*Supervisor* and Technician/ *Track Machine Maintainer/ Skilled Fitter* must possess training certificate from the OEM of Track Machine or from IRTMTC/PRYJ or from Railways. *Track Machine Assistant*/Khalasi/Helper must possess training certificate from the OEM of Track Machine or from Railways. In addition to this, at least 30 days training should be provided to Assistant Machine Operator/*Supervisor* and 15 days training should be given to Technician/*Track Machine Maintainer/ Skilled Fitter* and *Track Machine Assistant*/Khalasi/Helper. Training schedule and syllabus will be decided by Dy. CE/TMC/PD/DDU with the assistance of AEN/TMC's. The contractor's staff should be deputed for 07 days training (both technical & safety) at TMC Shed/DDU and for remaining period on the machines as decided by Dy. CE/TMC/PD/DDU. Competency test will be conducted after completion of training and competency certificates will be issued to those staffs who will be found competent. Training charges shall be Rs.25,000 for Assistant Machine Operator/*Supervisor* and Rs.15,000 for *Track Machine Maintainer/ Skilled Fitter* and *Track Machine Assistant*/Khalasi/Helper to be paid by contractor. The contractor has to make necessary arrangements for boarding and lodging for their staffs and no extra Payment is permissible on this account.

(b) Relaxation in training can be given to staff retired from Railways, if they have retired from Railways within 12 months of their deployment by contractor. However, Dy. CE/TMC/PD/DDU will check their knowledge about machine operation/working, if he satisfied with their knowledge, they will be allowed to work on machine without training. Otherwise they have to undergo with requisite training programme before deployment on machine. In this regards decision of DY.CE/TMC/PD/DDU is final and acceptable to the contractor.

(iv) Spoken /written knowledge of Hindi/English is desired.

(v) Should not have criminal background. Police verification in this regard to be submitted by the contractor before deputing on work.

(vi) The contractor shall be solely responsible for the conduct of the personnel

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(vii) The contractor's personnel deputed for duty should not consume alcohol/intoxic drugs etc. during work.
(viii) The contractor personnel should not carry any unauthorized/dangerous/explosive the complex.

54. The contractor shall submit a list of suitable persons to be deployed for the subject work with the following details prior to starting of work as stipulated in the contract-
(1) Full name of person
(2) Residential/ permanent address with telephone No if any
(3) Photograph
(4) Date of birth
(5) Qualification
(6) Medical fitness certificate
(7) Any identity proofs like- Aadhar Card, voter ID card, Driving License etc.
Note: - Any changes in the list shall be done with prior approval of Railway authority i.e. Dy.CE/TMC/PD/DDU or any person authorized by Dy.CE/TMC/PD/DDU to do so.
The Railway's Engineer reserves the right to ask the contractor to remove any contractor's personnel from duty without assigning any reason whatsoever. The decision of Railway's Engineer shall be final and binding to the contractor in this regard.

55. ISSUE OF IDENTITY CARDS BY CONTRACTOR:

55.1 The contractor should issue identity card to each and every person employed by him and deployed for execution of the subject contract work as per the prescribed format enclosed as annexure - *IV* to this tender/ contract. *Failure on the part of contractor to issue identity cards to their employees will be treated as breach of contract's condition and will be dealt as per relevant clause of GCC.*

55.2 This I-Card shall be endorsed by Training Incharge (SSE/JE TMC) or Machine Incharge (SSE/JE TMC) for authenticity but this I-card shall not be used as an authority to travel in train service. However, this identity card is valid for travel in track machine during working/shifting and staying in camping coach and Railway premises.

55.3 It is mandatory on the part of every person deployed by the contractor to keep the identity card issued by the contractor keep in possession throughout the training and execution of the work. Failure to possess such identity card will be treated as unauthorized presence in the Railway premises.

55.4 In case any staff is withdrawn from the machine working, then, identity card has to be deposited to the concerned Machine Incharge (SSE/JE TMC).

55.5 It is mandatory for the contractor, to submit the list of the person issued with the identity cards and deployed for execution of the contract to the Railway Engineer before commencement of the work and also for any subsequent change made during the execution of the work.

55.6 No claims, whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.

56. This contract is for outsourcing of operation and maintenance of Track Machines for a period of two years in East Central Railway. Track Machines work on site including remote locations. The outsourced staff will be deployed on these track machines for operation and maintenance along with Railway staff and will have to stay on site in Camping Coaches attached to track machines.

57. IMPLEMENTATION OF LABOUR LAWS:

The contactor should obtain license under contract labour (Regulation and Abolition Act) for 20 or more workers and under BOCW Act for less than 20 worker payment for the works executed shall be done only on submission of requisite labour license from Asst. labour commissioner of circle.

58. PROVISION OF PAYMENT OF WAGES ACT & CONTRACT LABOUR (REGULATION & ABOLITION ACT)

(1) The contractor shall comply with the provision of payment of Wages Act-1923 and the rule made there under in respect to all employees directly or through petty contractor, sub-contractor employed by him in the works and the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules,1971 as modified from time to time, wherever applicable and shall also indemnify the Railways from and against any claim under the aforesaid Acts and Rules.

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(2) The contractor shall obtain valid license under the aforesaid Act as modified from time to time before the commencement of work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non- execution of the work.
(3) The contractor shall pay to labour employed by him directly or through sub-contractor the wages as per provisions of the aforesaid ACT and the Rules wherever applicable. The contractors shall not withstand the provision of the contract to the work including any engaged by his sub- contractors in connection with the said work, as if the labour had been immediately employed by him.
(4) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules and Wherever applicable.
(5) In every case in which by virtue of the provision of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workmen employed by the contractor or his sub- contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingency liability of the Railway due to the contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules and Railway will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railways under section 20 Sub – section (2) and section 21 Sub-section (4) of aforesaid Act the Railways shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and /or from any sum due by the Railway to the contractor whether under the contract or otherwise. The Railway shall not be bound to contest any claim made against it under sub-section (1) of section 20 and Sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the Railway full security for all cost for which the Railway might become liable in contesting such claim.
The decision of the Railways regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.
(6) If the contractor is a co-operative labour contract, society / Vendor co-operative Society, there shall be no element of contractor or ex-contractors in that society in any capacity nor there do any close relative of the contractor or ex-contractor associating with the society as an office bearer. The Railway administration reserves the right to terminate the contract of the society at any time without any reason after giving notice of calendar month, in case of breach of the above clause.
(7) The contract labors shall be paid the minimum wages as per the notification issued by the central / State Government under the minimum wages Act 1948 or latest and also shall be secured under social security schemes of the ministry of Labour and Employment as per the relevant provision of the respective acts/ rules.
(8) The contractor should pay the wages to workers/ persons engaged for the sub tendered work through banks only.
(9) The contractor should submit a copy of the wage sheet of the workers engaged for the subject work.
(10) Child labour, whose age is below 18 years shall not be engaged in the subject contract work.

59. SAFETY MEASURES: The contractor shall remain fully responsible for ensuring safety of his manpower and equipment. In case of any accident, shall bear full cost of all damages to the equipments and men and also all damages direct or indirect to Railway and its passengers and for detention of trains.

60. GST Act-2017:

a) All the bidders/tenderers shall ensure that they are GST compliant and their tax structure/rates are as per GST Law.
b) *In case the successful bidder is not 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 tax authority.*

61. Deduction of income tax: The Railway will deduct 2% of income tax *or as per latest guidelines* of income tax on the taxable amount of each bill while making payment to the contractors. The settlement of income tax should be made with the income tax authority.

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62. **Consignee:** SSE/TMC as nominated by Dy. CE/TMC/PD/DDU.
63. Contractor must depute one Supervisor in each Division where outsourced is deputed to coordinate with the SSE/In-charge of the Division in regards to deployment the outsourced staff on the machine and making good any shortfall/absence of staff in the machine within reasonable time period.
64. Tender shall be governed as per the General Conditions of Contract for Services 2018 with up to date correction slips and special terms conditions mentioned in the bid document. If there is any conflict between general conditions and special conditions the later shall prevail.

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SECTION –5

EVALUATION AND QUALIFICATION CRITERIA (EQC)

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ANNEX

Bid Evaluation – Technical criteria.

(As per GCC for Services -2018 at P/69 to 71)

The following criteria are merely indicative and provided for illustrative purposes only.

Sl. No.	Weight-age	Technical Criteria	Documentation	Scoring
1)	20%	Previous Work Done The bidder shall submit documents Related to completed/ on-going similar service contracts during the last three previous financial year 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: 1)Payment received More than or equal to 80% or 50% or 49% of the current Advertised bid value and percentage penalties imposed therein.	-- Certificate Client firm authorizing payment received along with percentage penalties imposed, contract wise for completed/on-going similar service contracts with satisfactory performance.	Scoring Method; For each completed/ on-going similar service contracts with satisfactory performance shall be asunder: (a) 100 Marks if the bidder has completed or received payment as under: 1 project > 80%, 2 projects > 50% or 3 or more projects> 40% of the advertised value of the bid. (b) 50 Marks if the bidder has completed or received payment as under 1 project > 50% or 2 projects > 40% of The advertised value of the bid. (c) 20 Marks if the bidder has completed or received payment as under: 1project > 40% value completed No marks if all projects < 40% value completed. Deduction for Percentage penalty imposed in the respective completed / on going similar service contract; 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.

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2)	35%	Turnover (in last three and current Financial year) (Less than 1.5 times the value of work is not eligible)	As per audited balance sheet certified by the CA.	(a) 100 marks – More than 15 times advertised value of work. (b) 80 marks-8 - 15 times advertised value of work. (c) 60 marks- 3 - 8 times advertised value of work (d) 40 marks- 1.5 - 03 times advertised value of work
3)	20%	Number of years in operations. (Firms having less than 1 year of experience are not eligible)	Company establishment certificate and company's work order copy/agreement copy/completion certificate etc as proof of operation . Years shall be counted from the date of agreement of the work	(a) 100 marks-More than 8 years (b) 80 marks-5 to 8 years (c) 60 marks-2 to 5 years (d) 40 marks-1 to 2 years
4)	25%	Size of Workforce The Bidder must have a minimum number of personnel (as defined by Railway administration) on the organisation's pay roll.	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 tender should be submitted in support of their qualification.	100 Marks if the Bidders workforce on roll is between greater than 3 times of the total workforce required in this Bid. 70 Marks if workforce on roll is equal to or up to 3 times the total workforce required in this Bid. No marks if workforce on roll deployed is less than the total workforce required in this Bid.

Note: The bidder should be required to produce attested copies of the relevant documents in support of their credentials for being considered during technical evaluation. As per the marking assigned in the table above, each bidder shall be assigned score for Technical Bid (S_{TB}). Biddér whose (S_{TB}) 60 or above shall be qualified for consideration of their financial bids. Bidders, who do not meet the minimum qualifying marks of 60 shall not be considered further for opening of their financial bids and their bids shall not be considered further for award of the tender. (As per Railway Board letter no.- 2020/EnHM/13/01/Pt.I Dated 20.01.2022)

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SECTION – 6

BIDDING FORMS (BDF)
ANNEXURE A TO E,
APPENDIX – I TO II AND
ANNEXURE II TO XII

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ANNEXURE-A

WORK EXPERIENCE

(TO BE FILLED BY EACH OF THE JV MEMBER)
(As per Para 1.2.2.2 of Standard Bid Document (Service))

Applicant's legal name.....
Date..... Group Member's legal name..... Page ..... of .....pages
For works as per clause no. 1.2.2 (a) or more at the price level on last day of month previous to the month the tender submitted (considering escalation as per Clause 1.2.2 (a) of Notes Bullet no.3)

Specific Work Experience		
Similar Contract Number _____ of _____ required	Information	
Contract Identification		
Award date Completion date		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail		
Role in Contract (Individual/JV-Consortium member)	Individual	JV Member
Completion Cost	Currency (as stated in Clients Certificate)	In equivalent INR as on last day of the previous month of tender submission price level
If JV member specify percentage participation in contract & amount (Please refer Note-1)	% participation	In equivalent INR as on last day of the previous month of tender submission price level

Note:

(i) Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

(ii) Separate sheet for each work along with Clients Certificate to be submitted.

Stamp & Signature of Tenderer

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ANNEXURE - B

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 to the Firm on financial Turnover during the last three Financial Years and in the current financial year up to the date of opening of bid as per Audited Balance Sheets.

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

Sl. No.	Financial Year	Financial Turnover (during the last three Financial Years and in the current financial year up to the date of opening of bid) as per Audited Balance Sheets (Rs.)	Remarks
1	2	3	4

Signature :

Name of CA :

Address :

Office Seal :

Phone No. :

Email :

Date :

UDIN :

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Appendix - I

FORMAT FOR BANKING REFERENCE FOR LIQUIDITY

(As per Appendix-13 of Standard Bid Document (Service))

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 forthe 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 inproportion to their financial participation]

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Appendix – II

Financial DATA

(As per Appendis-17 of Standard Bid Document (Service))

Applicant's legal name .....

Date .....

Group Member's legal name..... Page ..... of..... Pages

Each Applicant or member of a JV must fill in this form

S.N	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		2019-20	2020-21	2021-22	2022-23	2023-24
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual ProfitsBefore Taxes					
6.	Annual ProfitsAfter Taxes					
7.	Net Worth[= 1 - 3]					
8.	Liquidity[=2 - 4]					
9.	Return on Equity					
10.	Gross Annual turnover					

Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions.

1. Separate Performa shall be used for each member in case of JV/Consortium.
2. All such documents reflect the financial data of the Applicant or member in case of JV, and not sister or Parent Company.
3. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
4. Historic financial statements must be complete, including all notes to the financial statements.
5. Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years.
6. Return on Equity = Net Income / Shareholders Equity Return on Equity = Net Income is for the full fiscal year (before dividends paid to common stock holders butafter dividends to preferred stock).

Shareholders equity does not include preferred shares.

7. The above Annexure shall be duly certified by Chartered Accountant / Company Auditor under his signature, stamp and membership number.
8. In case the Liquidity is inadequate, the bidder may submit Banking Reference to establish that they have access to the required working capital.

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ANNEXURE - C

FORMAT FOR CERTIFICATE TO BE SUBMITTED/UPLOADED BY BIDDER ALONGWITH THE BID DOCUMENTS:

(As per Railway Board letter no.- 2017/EnHM/25/11, Dated 01.07.2020.)

I ---------- (Name and designation)** appointed as the attorney/authorized signatory of the bidder (including its constituents),

M/s ---------- (hereinafter called the bidder) for the purpose of the Bid documents for the work of ---------- as per the bid No ---- --------of East Central Railway, do here by solemnly affirm and state on the behalf of the bidder including its constituents as under:

1. I/we the bidder (s), am/are signing this document after carefully reading the contents.
2. I/we the bidder(s) also accept all the conditions of the bid and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the bid documents from Indian Railway website from **"http://www.gem.gov.in"/GeM Portal**. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the bid document. In case any discrepancy noticed at any stage i.e. evaluation of bids, execution of work or final payment of the contract, the master copy available with the railway administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the bid by me/us are correct and I/we fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of bids, it shall lead to forfeiture of the bid EMD besides banning of business for a period of upto five years. Further, I/we (insert name of the bidder) ** and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates 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 a period of upto five years.

SEAL AND SIGNATURE Of
THE BIDDER

Place:
Date:

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ANNEXURE - II

BID FORM (First Sheet)
(As per GCC for Services-2018 at P/72)
EAST CENTRAL RAILWAY

Bid No.: TM_Outsourcing_T.Machines_2023
Name of Work: Outsourcing of Operation and Maintenance of Track Machines for a period of two years in East Central Railway.

To
The President of India,
Acting through the Dy. CE/TMC/PD/DDU
East Central Railway

1. I/We have read the various conditions to the bid attached hereto and agree to abide bythe said conditions. I/We also agree to keep this bid open for acceptance for a period of .....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 for Railway, at the rates quoted in the attached schedule and hereby bind myself / ourselves to complete the work in all respects within months from the date of issue of letter of acceptance of the Bid.

2. I/We also hereby agree to abide by the Indian Railways General Conditions of Contract for Services, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
3. A sum of Rs.....is herewith forwarded as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Bid 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; and
   b) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. I/We am/are a Micro and Small Enterprise registered from ... (body approved byMinistry of MSME) with registration No..... and terminal validity up to for similar service contracts.
5. Until a formal agreement is prepared and executed, acceptance of this Bid 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/ service.

Signature of Bidder/s

Date .....

Address.....

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ANNEXURE - II (Contd...)

BID FORM (Second Sheet)

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(As per GCC for Services-2018 at P/73 to 77)

1. Instructions to bidder and Conditions of bid: The following documents form part of bid / Contract:
   (a) Bid forms - First Sheet and Second Sheet
   (b) Special Conditions/Specifications (enclosed)
   (c) Schedule of approximate quantities (enclosed)
   (d) Standard General Conditions of Contract and Standard Specifications for Materials and Works of Indian Railway as amended/corrected upto latest Correction Slips, copies of which can be seen in the office of .....or obtained from the office of the Dy. Chief Engineer, East Central Railway on payment of prescribed charges.
   (e) Schedule of Rates as amended / corrected up to latest Correction Slips, copies of which can be seen in the office of Dy. Chief Engineer, East Central Railway or obtained from the office of the Dy. Chief Engineer, East Central Railway on payment of prescribed charges.
   (f) All general and detailed drawings pertaining to this work which will be issued by the Railway or her representatives (from time to time) with all changes andmodifications.
2. Drawings for the Work: The drawings for the work can be seen in the office of the Dy. Chief Engineer, East Central Railway at any time during the office hours. The drawings are only for the guidance of Bidder(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Railway or her representative from time to time.
3. The Bidder(s) shall quote her / their rates as a percentage above or below the Schedule of Rates of East Central Railway as applicable to ..... Division except where she/they are required to quote item rates and must bid for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule.
4. Bids containing erasures and / or alterations of bid documents are liable to berejected. Any correction made by bid(s) in her/their entries must be attested by her / them.
5. The works are required to be completed within a period as notified in the LOA from the date of issue of acceptance letter.
6. **Earnest Money:**

(a) The bid must be accompanied by a sum of rupees as notified in the bid notice as earnest money deposited in cash or in any of the forms as specified, failing which the bid will not be considered. (**If applicable**). However, registered MSEs in terms of Ministry of MSMEs notification No.503 are exempted from EarnestMoney Deposit.

(b) The bidder(s) shall keep the offer open for a minimum period of 60 days for works costing more than Rs.50 laksh and 45 days for works costing less than Rs.50 lakhs from the date of opening of the bid. It is understood that the bid documents have been sold/issued to the bidder(s) and the bidder(s), is / are permitted to bid in consideration of the stipulation on her / their part that after submitting her / their bid subject to the period being extended further, if required by mutual agreement from time to time, she will not resile from her offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Railway/Railway. Should the bidder fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If the bid is accepted, the amount of Earnest Money will be returned to the successful bidder after the submission of the Performance Guarantees as per clause 4.11, for the due and faithful fulfillment of the contract. This amount of EMD shall be forfeited, if the Bidder(s)/ Contractor(s) fail to execute the Contract Document within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days (unless otherwise specified) after receipt of the order to that effect.

(d) Earnest Money of the unsuccessful Bidder(s) will, save as here-in-before provided, be

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returned to the unsuccessful Bidder(s) within15days after finalization of the bid/negotiation, but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the bid documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

7. **Rights of the Railway to Deal with Bid**: The authority for the acceptance of the bid will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest bid or any other bid and no bidder(s) shall demand any explanation for the cause of rejection of her/their bid or the Railway to assign reasons for declining to consider or reject any particular bid or bids.

8. If the bidder(s) deliberately gives/ give wrong information in her/ their bid or creates / create circumstances for the acceptance of her / their bid, the Railway reserves the right to reject such bid at any stage.

9. If the bidder(s) expire(s) after the submission of her / their bid or after the acceptance of her / their bid, the Railway shall deem such bid cancelled. If a partner of a firm expires after the submission of their bid or after the acceptance of their bid, the Railway shall deem such bid as cancelled, unless the firm retains its character.

10. **Bidder's Credentials**: Bidder shall submit the documents as demanded under Bid Evaluation criteria along with the bid.

11. **For e-bidding**: Relevant guidelines should be followed.

12. Non-compliance with any of the conditions set forth therein above is liable to resultin the bid being rejected.

13. **Execution of Contract Documents**: The successful bidder(s) shall be required to execute an agreement with the President of India acting through the Dy. Chief Engineer, East Central Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the bid and Specification for work and materials of Railway as amended/corrected up to latest Correction Slips, mentioned in bid form (First Sheet).

14. **Partnership Deeds, Power of Attorney Etc.**: The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, she should submit the certified copy of partnership deed along with the bid and authorization to sign the bid documents on behalf of partnership firm. If these documents are not enclosed along with bid documents, the bid will be treated as having been submitted by individual signing the bid documents. The Railway will not be bound by any power of attorney granted by the bidder 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 legaladvice, the cost of which will be chargeable to the contractor.

15. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the bid or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether she/they be partner(s) of the firm or any other person specifically authorising her/them to submit the bid, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

15.1 The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a Partnership Firm/Joint Venture (JV)/Society etc. The bidder(s) who is/are constituents of Firm, Company, Association or Society shall enclose self- attested copies of the Constitution of their concern, Partnership Deed and Power of Attorney along with their bid. Bid Documents in such cases shall to be signed by such persons as may be legally competent, Association or Society, as the case may be.

15.2 The bidder shall give full details of the constitution of the Firm/ JV/ Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:

(a) **Sole Proprietorship Firm**: The bidder shall submit the notarized copy of the affidavit.

(b) **Partnership Firm**: The bidder shall submit self-attested copies of (i) registered/ notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on

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behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/ settle/relinquish any claim (s) preferred by the firm, sign 'No Claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.

(c) **Joint Venture (JV)**: The Bidder shall submit documents as mentioned in Clause 2.4 to GCC for Service.

(d) **Company registered under Companies Act-1956**: The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company: and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.

(e) **Society**: The Bidder shall submit (i) self-attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the Bid signatory.

15.3 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 document/s (as applicable) should be enclosed along with 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.

15.4 After opening of the Bid, any document pertaining to the Constitution of the Firm/ JV/ Society etc. shall neither be asked nor be entertained/ considered.

15.5 A Bid from JV/Consortium/Partnership Firm etc. shall be considered only where permissible as per the Bid/ Bid conditions.

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

(a) Should a bidder be a retired Railway of the Gazetted rank or any other Gazetted officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the Railways owned and administered by the President of India for the time being, or should a bidder being a partnership firm have as one of its partners a retired Railway or retired Gazetted Officer as aforesaid, or should a bidder being an incorporated company have any such retired Railway or retired officer as one of its Directors or should a bidder have in her employment any retired Railway or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Railway or Gazetted Officer from the said service and in case where such Railway or Officer had not retired from Government service at least 2 years prior to the date of submission of the bid 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 take the employment under the contractor, has been obtained by the bidder or the Railway or Officer, as the case may be from the President of India or any officer, duly authorised by her in this behalf, shall be clearly stated in writing at the time of submitting the bid. Bids without the information above referred to or a statement to the effect that no such retired Railway or retired Gazetted Officer is so associated with the bidder, as the case may be, shall be rejected.

(b) Should a bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the any department of the ..... Railway, the authority inviting bids shall be informed of the fact at the time of submission of bid, failing which the bid may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in Clause 7.4 of General Conditions of Contract for Service.

(Signature)

Signature of Bidder(s)

(Designation)

Date.....

.....Railway

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ANNEXURE - III

CONTRACT AGREEMENT OF SERVICES

EAST CENTRAL RAILWAY

(As per GCC for Services-2018 at P/79)

Contract Agreement No. .....

Dated .....

ARTICLES OF AGREEMENT made this .....day of ..... 20 .... between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and .....herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the Services _(Name of work)_ set forth in the Schedule hereto annexed upon the General Conditions of Contract for Service Contracts corrected up to latest Correction Slips here- into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said Services in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a worker 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 ----day of---20-- and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be partof this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said services in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said services on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

(Signature) .....
Contractor .....

Address .....

Date .....

Signature .....
Railway Designation
(For President of India)

Address .....

Date .....

TO BE SIGNED AT THE TIME OF AGREEMENT ONLY

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ANNEXURE - IV

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Form XIV (See Rule 76)

The Contract Labour (Regulation & Abolition) Central Rules. 1971

(As per GCC for Services-2018 at P/80)

Employees' ID Card

Name and address of contractor ... .

Name and address of Establishment in/ under which contract is carried on .....

Name of work and location of work

Name and address of Principal Employer

1. Name of the worker .....
2. S. No. in the register of workers employed .....
3. Nature of employment/Designation .....
4. Wage rate (with particulars of unit in case of piece-work) .....
5. Wage period .....
6. Tenure of employment .....
7. Remarks .....

Signature of Contractor

A. Singh

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ANNEXURE - V

Form XV (See Rule 77)

The Contract Labour- (Regulation & Abolition) Central Rules. 1971

(As per GCC for Services-2018 at P/81)

Service Certificate

Name and address of contractor
Name and address of Establishment in/under which contract iscarried on.....

Nature and location of work .....

Name and address of the worker .....

Name and address of Principal Employer .....

Age or date of birth .....

Identification Marks .....

Parent's/Spouse's name .....

Sl. No	Total period for whichemployed for		Nature of work done	Rate of wage (With particular of unit in case of piecework)	Remarks
	From	To			
1	2	3	4	5	6

Signature .....

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ANNEXURE - VI 167

Form XVII [See Rule 78(1) (a) (i)]

The Contract Labour (Regulation & Abolition) Central Rules,1971

(As per GCC for Services-2018 at P/82)

Register of wages

Name and address of contractor.....

Name and address of Establishment in/under which contract is carried on .....

Nature and location of work .....

Name and address of principal employer .....

Wage Period: Monthly

SI No	Name of worker	Serial No. in the register of workers	Designation/ nature of work done	No. of days worked	Units of work done	Daily rate of wages/piece rate
1	2	3	4	5	6	7

Amount of wages earned								
Basic wages	Dearness Allowances	Over time	Other cash payments (Nature of payment to be indicated.	Total	Deductions if any (indicate nature)	Net amount paid	Signature/ Thumb impression ofworker	Initial of contractor of her representative

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ANNEXURE - VII

Form XIX [See Rule 78(1)(b)]

The Contract Labour (Regulation & Abolition) Central Rules. 1971

(As per GCC for Services-2018 at P/83)

Wage Slip

Name and address of contractor.....
Name of Worker .....
Name of Parent/ Spouse of the worker .....

Nature and location of work .....
For the week/ fortnight/ month ending.....

1. No. of days worked .....
2. No. of units worked in case of piece rate workers.....
3. Rate of daily wages/piece rate.....
4. Amount of overtime wages.....
5. Gross wages payable.....
6. Deductions, if any.....
7. Net amount of wages paid .....

Signature of the contractor
or their representative

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ANNEXURE - VIII

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FORM XXIV [See Rule 82(1)]

The Contract Labour (Regulation & Abolition) Central Rules, 1971

(As per GCC for Services-2018 at P/84 to 85)

Return to be sent by the Contractor to the Licensing Officer

(Every contractor shall send half yearly return in Form XXIV (in duplicate) so as to reach the Licensing Officer concerned not later than 30 days from the close of the half year and a copy of the same should also be sent to the Indian Railways at the same time)

Half-Year-Ending .....

1. Name and address of the Contractor
2. Name and address of the establishment
3. Name and address of the Principal employer
4. Duration of Contract: From ...to...
5. No. of days during half year on which-
   (a) Establishment of the Principal Employer had worked
   (b) Contractor's establishment had worked...
6. Maximum number of contract labour employed on day during the half year-
   Men Women Children Total
7. (i) Daily hours of work and spread over-
   (ii)(a) Whether weekly holiday observed and on what day-
   (b) If so, whether it was paid for-
   (iii) No. of work hours (man-hours) ofovertime worked
8. No. of work-days (man-days) worked by -
   Men Women Children Total
9. Amount of wages paid -
   Men Women Children Total
10. Amount of deduction from wages, if any-
    Men Women Children Total
11. Whether the following have been provided -
    (i) Canteen
    (ii) Rest-Room
    (iii) Drinking water
    (iv) Creches
    (v) First-Aid
    (If the answer is 'yes' state briefly standards provided)

Place:

Signature of Contractor

Date:

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ANNEXURE - IX

FORM XXV

THE CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL RULES, 1971
(As per GCC for Services-2018 at P/86)

Annual Return of Principal Employer to be sent to the Registering Officer
(Every principal employer of a registered establishment shall send annually a return in Form XXV (in duplicate) so as to reach the Registering Officer concerned not later than the 15th February following the end of the year to which it relates.)

Year ending 31st December

1. Full name and address of the Principal Employer.
2. Name of Establishment:
   (a) District
   (b) Postal Address
   (c) Nature of operation/industry/work carried on.
3. Full name of the Railway or person responsible for supervision and controlof the establishment.
4. Number of Contractors who worked in the establishment during the year(Give details in Annexure).
5. Nature of work/operations on which contract labour was employed.
6. Total number of days during the year on which contract labour was employed.
7. Total number of work-days (man-days) worked by contract labour during theyear.
8. Maximum number of workers employed directly on any day during the year.
9. Total number of days during the year on which direct labour was employed.
10. Total number of work-days (man-days) worked by directly employed workmen.
11. Change, if any, in the management of the establishment, its location, or any other particulars furnished to the Registering Officer in the application for Registration indicating also the dates.

Principal Employer

Place .....

Date .....

ANNEXURE TO FORM

Name and Address of the Contractor	Period of contract From -To	Nature of work	Maximum number of workers employed by each contractor	No. of days worked	No. of work days (man-days) worked
1	2	3	4	5	6

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ANNEXURE - X

FORM-XI (See rule 223 (c))

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The Contract Labour (Regulation & Abolition) Central Rules. 1971
(As per GCC for Services-2018 at P/87)

Certificate of Medical Examination

1. Certificate Serial No...
   Date ...
2. Name ...

Identification marks: (1)
(2)

3. Parent's Name ...
4. Sex ...
5. Residence .....son/daughter of.....
6. Date of birth, if available..... and/or certificate age.....
7. Physical Fitness

I hereby certify that I have personally examined (name)------- son/daughter of------- residing at.....,who is desirous of being employed in manual work and that his/her age as nearly as can be ascertained from my examination is ... years and that he/she is fit for employment in asan adult/adolescent.

8. Reason for -

   (1) refusal of certificate ----------

   (2) certificate being revoked ----------

Signature with Seal

Signature/ Left hand

Medical Inspector/CMO

Thumb impression of worker

Note: 1.Exact details of cause of physical disability should be clearly stated.
2. Functional/ productive abilities should also be stated if disability is stated.

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ANNEXURE - XI

POLICE VERIFICATION
(As per GCC for Services-2018 at P/88)

PHOTO

(of applicant, signed by Contractor)

Sl. No.	Particulars	
1	Full Name with Aliases	
2	Parent's Name	
3	Nationality	
4	Present Address in full with Police Station and District	
5	Period of Residence	
6	Home/ Permanent Address in full with Police Station and District	

Declaration (by applicant)

I certify that the following information is correct and complete to the best of my knowledge and belief.

Police Certification

The details as stated above are correct and the above person does not have anycriminal or any case registered, pending in any court of law.

Signature of

ApplicantDate:

Place:

Counter signature of
Authorized signatory with stamp

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ANNEXURE - XII

FIRST AID FACILITIES TO BE PROVIDED TO ALL WORKERS BY CONTRACTOR
(As per GCC for Services-2018 at P/93)

Sl. No.	Item	Workers do not exceed 50	Workers exceed 50
1	Small sterilized dressings	6	12
2	Medium size sterilized dressings	3	6
3	Large size sterilized dressings	3	6
4	Large size sterilized burn dressings	3	6
5	Packets sterilized cotton wool(15gms)		6
6	Iodine bottle	1 (30 ml)	1(60 ml)
7	Bottle containing salvolatile having the dose and mode of administration indicated on the label	1 (30 ml)	1(60 ml)
8	Adhesive plaster roll		1
9	Snake bite lancet	1	1
10	Bottle of Potassium Permanganate crystals	1 (30gms)	1 (30gms)
11	Pair of scissors	1	1
12	First aid leaf let	1	1
13	Aspirin tablets	1(100 Each of 5 grains)	1(100 Each of 5 grains)
14	Ointment for burns	1	1
15	Anti-septic solution	1	1

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NEFT/RTGS
MANDATE FORM

1.	Name of City	
2.	Bank Code No.	
3.	Bank's Name	
4.	Branch Address	
5.	Branch Telephone/Fax No.	
6.	Contractor's Account No.	
7.	Type of Account	
8.	IFSC Code for NEFT	
9.	IFSC Code of RTGS	
10.	Contractor's Name as per Account	
11.	Telephone No. of Contractor	
12.	Contractor's E-mail ID, if any	

Signature of the Bidder

***

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DECLARATION BY THE BIDDER

I/We have gone through the general conditions of the contract for Services governing the performance of the services covered by this bid, and I/we have kept myself / ourselves fully informed of these General Conditions of contract for services. In token of acceptance, I/We am/are appending my/our signature below.

Note: The General Conditions of the Contract for Services-2018 with latest updated correction slips can be perused in the office of the Dy. Chief Engineer, East Central Railway, DDU during office working hours.

"The General Conditions of Contract for Services" governing the performance of the services covered by this Bid "Standard General Conditions of Contract for Services" in use in General in the East Central Railway" as amended from time to time. A copy of the booklet incorporating above General Conditions of the Contract for Services can be had from the Office of the Dy. Chief Engineer, East Central Railway, DDU on payment of prescribed cost.

In submitting this letter it would be deemed that the Bidder has kept himself fully informed of the provisions of the General Conditions of Contract for Services including all corrections and amendments issued up to the date of Bid Notice.

I / We have kept myself / ourselves fully informed of the provisions of these general conditions. **I will follow/ensure the General conditions of contract for Services of East Central Railway as amended from time to time and in token of acceptance, I / we, am/are appending my/our signature below.**

Signature of the Contractor

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ANNEXURE-"D"

Declaration About Employment of Retired Gazetted Railway Employees.

1. I/We declare that I/We am/are not a retired Railway of the Gazetted rank or any other Gazetted officer working before retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the Railways owned and administered by the President of India for the time being.
2. I/We declare that in our partnership firm, I/We are not having any of our partners a retired Railway or retired Gazetted officer working before retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the Railways owned and administered by the President of India for the time being.
3. I/We declare that in our incorporated company, I/We are not having any of our directors a retired Railway or retired Gazetted officer working before retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the Railways owned and administered by the President of India for the time being.
4. I/We am/are aware that in case any of my/our relative(s) or shareholders or a relative of a shareholder employed in gazetted capacity in any department of the Railway, the authority inviting bids shall be informed of the fact at the time of submission of bid, failing which the bid may be disqualified/ rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in Clause 7.4 of Standard General Conditions of Contract-2018.

Place:
Date:

Seal and Signature of the Bidder

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ANNEXURE-"E"

Declaration About Termination of bidder or any of its constituents with in the previous 2 years from the date of submission of bids.

1. I/We declare that I/We am/are not terminated under clause 7.4 in that Railway Division, with in the previous 2 years from the date of submission of bids.

2. I/We declare that I/We have not been imposed a penalty equivalent to the maximum penalty that can be imposed under a previous contract, such a figure being specified, within 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).

3. In case this declaration is found to be false, process for "banning of businesses" against the bidder/contractor shall be initiated as per extent rules.

Place:
Date:

Seal and Signature of the Bidder

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END OF DOCUMENT

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GeM Government e Marketplace

Azadi Ka Amrit Mahotsav

Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/4806598
Dated/दिनांक : 22-03-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-04-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-04-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Railways
Department Name/विभाग का नाम	Indian Railways
Organisation Name/संगठन का नाम	East Central Railway
Office Name/कार्यालय का नाम	Ecr Stores
Item Category/मद केटेगरी	Custom Bid for Services - Operation of one Ballast Cleaning Machine BCM by contractors own set of staff comprising 01 No Assistant Machine Operator 03 Nos Track Machine Maintainers Technician 04 Nos Track Machine Assistants HelperKhalasi qty 144 mon.. , Custom Bid for Services - Operation of one Multi Purpose Tamper MPTMFI machine by contractors own set of staff comprising 01 No Assistant Machine Operator 03 Nos Track Machine Maintainers Technician 03 Nos Track Machine Assistant HelperKhalasi qty 1.. , Custom Bid for Services - Operation of one Dynamic Track Stabilizer DTS machine by contractors own set of staff comprising 01 No Assistant Machine Operator 02 Nos Track Machine Maintainers Technician 02 Nos Track Machine Assistant HelperKhalasi qty .. , Custom Bid for Services - Operation of one Tamping Express Dynamic Tamping Express DTE machine with a minimum 01 No Assistant Machine Operator 03 Nos Track Machine Maintainer Technician 04 Nos Track Machine Assistants HelperKhalasi qty 24 months , Custom Bid for Services - Operation of one Duomatic Continuous Tamping Machine CSM or UNIMAT machine with a minimum 01 No Assistant Machine Operator 03 Nos Track Machine Maintainer Technician 03 Nos Track Machine Assistants HelperKhalasi qty 240 mo..
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	3296 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)

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Bid Details/बिड विवरण	
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Estimated Bid Value/अनुमानित बिड मूल्य	219692344.32
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	1248470

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन

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जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :
FA&CAO/ECR/HJP
FA & CAO, East Central Railway, Hajipur
(Facao)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	No

Details of the Competent Authority for MSE

Name of Competent Authority	Shailendra Singh
Designation of Competent Authority	Executive Director/ME(ENHM & Proj.)
Office / Department / Division of Competent Authority	Ministry of Railways
CA Approval Number	2020/EnHM/10/1
Competent Authority Approval Date	10-08-2022
Brief Description of the Approval Granted by Competent Authority	Bid splitting is not applicable in service tender as per attached letter.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : View Document

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March

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prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality:1710943599.pdf

Instruction To Bidder:1710943605.pdf

Scope of Work:1710943622.pdf

Special Terms and Conditions (STC) of the Contract:1710943642.pdf

Service Level Agreement (SLA):1710943653.pdf

Payment Terms:1710943656.pdf

Quantifiable Specification / Standards of The Service/ BOQ:1710943660.pdf

Penalties:1710943664.pdf

Project Experience and Qualifying Criteria Requirement:1710943680.pdf

GEM Availability Report (GAR):1710943681.pdf

Buyer's Competent Authority Approval:1710943707.pdf

Custom Bid For Services - Operation Of One Ballast Cleaning Machine BCM By Contractors Own Set Of Staff Comprising 01 No Assistant Machine Operator 03 Nos Track Machine Maintainers Technician 04 Nos Track Machine Assistants HelperKhalasi Qty 144 Mon.. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Operation of one Ballast Cleaning Machine BCM by contractors own set of staff comprising 01 No Assistant Machine Operator 03 Nos Track Machine Maintainers Technician 04 Nos Track Machine Assistants HelperKhalasi qty 144 months
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Ashok Kumar	232101,Office of CWM/PD/MGS, East Central Railway, Mughalsarai -232101 Mob-9794849100	1	N/A

Custom Bid For Services - Operation Of One Multi Purpose Tamper MPTMFI Machine By Contractors Own Set Of Staff Comprising 01 No Assistant Machine Operator 03 Nos Track Machine Maintainers Technician 03 Nos Track Machine Assistant HelperKhalasi Qty 1.. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Operation of one Multi Purpose Tamper MPTMFI machine by contractors own set of staff comprising 01 No Assistant Machine Operator 03 Nos Track Machine Maintainers Technician 03 Nos Track Machine Assistant HelperKhalasi qty 144 months
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Ashok Kumar	232101,Office of CWM/PD/MGS, East Central Railway, Mughalsarai -232101 Mob-9794849100	1	N/A

Custom Bid For Services - Operation Of One Dynamic Track Stabilizer DTS Machine By Contractors Own Set Of Staff Comprising 01 No Assistant Machine Operator 02 Nos Track Machine Maintainers Technician 02 Nos Track Machine Assistant HelperKhalasi Qty .. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Operation of one Dynamic Track Stabilizer DTS machine by contractors own set of staff comprising 01 No Assistant Machine Operator 02 Nos Track Machine Maintainers Technician 02 Nos Track Machine Assistant HelperKhalasi qty 144 months
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Ashok Kumar	232101,Office of CWM/PD/MGS, East Central Railway, Mughalsarai -232101 Mob-9794849100	1	N/A

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Custom Bid For Services - Operation Of One Tamping Express Dynamic Tamping Express DTE Machine With A Minimum 01 No Assistant Machine Operator 03 Nos Track Machine Maintainer Technician 04 Nos Track Machine Assistants HelperKhalasi Qty 24 Months (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Operation of one Tamping Express Dynamic Tamping Express DTE machine with a minimum 01 No Assistant Machine Operator 03 Nos Track Machine Maintainer Technician 04 Nos Track Machine Assistants HelperKhalasi qty 24 months
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Ashok Kumar	232101,Office of CWM/PD/MGS, East Central Railway, Mughalsarai -232101 Mob-9794849100	1	N/A

Custom Bid For Services - Operation Of One Duomatic Continuous Tamping Machine CSM Or UNIMAT Machine With A Minimum 01 No Assistant Machine Operator 03 Nos Track Machine Maintainer Technician 03 Nos Track Machine Assistants HelperKhalasi Qty 240 Mo.. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	

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Specification	Values
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Operation of one Duomatic Continuous Tamping Machine CSM or UNIMAT machine with a minimum 01 No Assistant Machine Operator 03 Nos Track Machine Maintainer Technician 03 Nos Track Machine Assistants HelperKhalasi qty 240 months
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Ashok Kumar	232101,Office of CWM/PD/MGS, East Central Railway, Mughalsarai -232101 Mob-9794849100	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. **Forms of EMD and PBG**

   Bidders can also submit the EMD with Account Payee Demand Draft in favour of

   FA&CAO/ECR, HAJIPUR
   payable at
   Mughalsarai

   Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2. **Forms of EMD and PBG**

   Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

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3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Buyer added terms and conditions:

Bidders are advised to go through the tender document carefully uploaded in GeM portal before submission of their bids. Guidelines, instructions, General terms & conditions, Special terms & conditions related to eligibility criteria, scope of work, payment, penalties etc. have been mentioned in the tender document in detail. However, some of **important/compulsory conditions and criteria** mentioned in the tender document, are reiterated below in brief to draw the attention of bidders –

(i) Bidders must submit/upload documents as per **eligibility criteria, additional terms & conditions, financial standing, scope of work** etc. along with all documents required in bid documents.

(ii) Bidders should aware about **qualifying marks as per annexure – I** (Section - 5; Bid Evaluation – Technical Criteria) and **Similar Nature of Work** mentioned in the approved Tender Document which is uploaded in GeM Portal. Minimum qualifying mark is **60** for this tender.

(iii) Bidders must upload/submit **Experience Certificate** (as per Annexure – A), **Financial Turnover certificate** (as per Annexure – B), **T2- Liquidity and/or Bank Certificate** (as per appendixes – I & II) as available in the approved Tender Document and uploaded in GeM Portal.

(iv) Bidders are advised to go through **special terms & conditions** mentioned in the approved Tender Document which has been uploaded in GeM portal.

(v) Bidders will be **qualified only** if they have minimum **Financial Standing** as mentioned in para 2.6.1.2 of the GCC Services- 2018 and para no. 2.7.3 of the approved Tender Document uploaded in GeM portal.

(vi) Bid may be **disqualified/ rejected** if they do not provide information as per **Annexure – 'D' & 'E'** of the approved Tender Document uploadec in GeM portal.

(vii) Bidders must upload/submit **Annexure - C** as available in the approved Tender Document and uploaded in GeM Portal; **otherwise offers will be summarily rejected.**

(viii) Except, where specifically stated otherwise in these instructions and conditions of contract, the **General Conditions of Contract (GCC) for Services-2018** issued by Railway Board with all latest correction slips up to date shall govern the work under this contract and shall be binding on the bidder. The bidder(s) is/are advised to go through these documents before submitting the tender offer and it shall be the responsibility of the bidder before submitting his tender and again before tendering in the said agreement to ascertain all amendments and or correction made in the said **GCC Services.**

(ix) Tender shall be governed as per the General Conditions of Contract for Services 2018 with up to date correction slips and special terms conditions mentioned in the Tender document. If there is any conflict between general conditions and special conditions the later shall prevail.

Note for PERFORMANCE GUARANTEE:

(i) **Performance Guarantee** - Successful Bidder shall have to submit **10% of Performance Guarantee** of Contract value as per instructions given in General Conditions of Contract (GCC) for Services-2018 issued by Railway Board.

(ii) The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 10% of the contract value -

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(a) A deposit of cash;

(b) Irrevocable Bank Guarantee;

(c) Government Securities including State Loan Bonds at 5% below the market value;

(d) 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;

(e) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;

(f) A Deposit in the Post Office Saving Bank;

(g) A Deposit in the National Savings Certificates;

(h) Twelve years National Defence Certificates;

(i) Ten years Defence Deposits;

U) National Defence Bonds and

(k) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also , FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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This Bid is governed by the General Terms and Conditions/सामान्य नियम और शर्तें, conditons stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

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