INTEGRAL COACH FACTORY, CHENNAI – 600 038
MECHANICAL DEPARTMENT/ LHB DIVISION

TENDER DOCUMENT

NAME OF THE WORK:
"ASSEMBLY AND WELDING ACTIVITIES OF DIFFERENT VARIANTS OF LHB UNDERFRAME ASSEMBLY AT SHOP - 19 ICF / CHENNAI"

TENDER NOTICE
No. ML/C/OT/12/UF/LHB/2026-27
Dt: 04.05.2026
TENDER No. – 2026471212202-OT12-UF-LHB

(Centralised Tender No. 2026471212202)

TENDER CLOSING DATE & TIME: 26.05.2026 @ 15.00 Hrs

Website for submission of offer: www.ireps.gov.in

Signature Not Verified
Digitally signed by POONARDEEP SINGH
Date: 2026.05.04 17:37:36 IST
Reason: IREPS-CRIS
Location: New Delhi

TOP SHEET

SL.NO.	CONTENTS		PAGE
1	Tender Notice		3
2	Check list for Tenderers		4
3	Scope of work		5 – 8
4	Schedule of Rates **Annexure SOR**		9
5	Instructions to Tenderers		10 - 16
6	Eligibility Criteria and Credentials		17 - 19
7	Important Conditions of Contract		20- 29
8	Arbitration & Other Conditions		29
9	Safety, Health & Environmental Instructions		30 - 31
10	Declaration of Tenderer	**Annexure I**	32
11	Details on Availability of Plant & Machinery	**Annexure II**	33
12	Details of works executed similar to this Tendered work	**Annexure III**	34
13	Details of Works In Hand	**Annexure IV**	35
14	List of completed works by Tenderer	**Annexure V**	36
15	Format of Annexure VA of GCC	**Annexure VA**	37
16	GST Revision		38
17	Mandate Form for NEFT	**Annexure VI**	39
18	Format of Annexure –VIB of GCC	**Annexure VI-B**	40
19	Particulars of Tenderer	**Annexure VII**	41
20	Details of work carried out during last Seven Financial years and in the current Financial year	**Annexure VIII**	42
21	List of personnel available on hand	**Annexure IX**	43
22	Particulars of supervisors to be employed on the work	**Annexure X**	44
23	Revised Model form of Bank Guarantee Bond		45 – 46
24	Draft Agreement Form		47
25	Model of INSURANCE SURETY BOND FOR PERFORMANCE SECURITY		48 – 49
Tender closing at 15.00 Hrs.		**On. 26.05.2026**	

Sd/-
Dy. Chief Mechanical Engineer/LHB/ICF
For and on behalf of President of India

INTEGRAL COACH FACTORY, CHENNAI – 600038
MECHANICAL DEPARTMENT/LHB DIVISION

TENDER NOTICE
TENDER NOTICE NO. ML/C/OT/12/UF/LHB/2026-27 Dt.04.05.2026
(Tender No: 2026471212202-OT12-UF)

For and on behalf of President of India, Dy. Chief Mechanical Engineer/LHB/ICF, Integral Coach Factory,Chennai-38 invites e-tender for the following work from the reputed contractors:

Name of work	**"ASSEMBLY AND WELDING ACTIVITIES OF DIFFERENT VARIANTS OF LHB UNDERFRAME ASSEMBLY AT SHOP -19 ICF / CHENNAI"**			
Schedule of Rates (Incl. of GST @ 18%)	**Type of Under Frame**	**Quantity (In Nos.)**	**Rate per No (Incl. of 18% GST)**	**Total Value (In Rs)**
	LWS	100	50,327.00	50,32,700.00
	ALL AC TYPES (LWFCWAC, LACCN, LWFAC, LACCW)	25	45143.44	11,28,586.00
		TOTAL VALUE (Rounded off) Including GST@18%		61,61,286.00
Total Value (Incl. of all)	Rs.61,61,286.00 (Rupees Sixty One Lakh Sixty One Thousand Two Hundred and Eighty Six Only)			
Cost of Tender Document	Nil			
EMD / Bid Security (Rounded Off)	1,23,200/- (Rupees One Lakh Twenty Three Thousand Two Hundred Only)			
Tender Inviting Authority	Dy. Chief Mechanical Engineer/LHB/ICF, Integral Coach Factory, Chennai – 38			
Tender validity period	60 Days			
Completion period	12 Months			
Eligibility criteria	Applicable as per Terms and Conditions.			

Tender Closing Date	**Closing Time**
26.05.2026	**15.00 Hrs.**

Website for submission of documents: www.ireps.gov.in. The tenderers are also advised to regularly monitor the website for any amendments/corrigendum issued.

Note:-

1. The tenderer should note that No Standing Bid Security will be accepted against the Bid Security.
2. The Bid Security shall be deposited through e-payment gateway only.
3. The tenderer should submit by uploading attested copies of documentary proof of the work done/completioncertificates along with the tender to establish Eligibility.

Sd/-
Dy. Chief Mechanical Engineer/LHB/ICF
For and on behalf of President of India

CHECK LIST FOR THE TENDERER

(To be enclosed as Mandatory)

[Tenderers are requested to attach all the papers with the schedule in the following order]

Name of work	**"ASSEMBLY AND WELDING ACTIVITIES OF DIFFERENT VARIANTS OF LHB UNDERFRAME ASSEMBLY AT SHOP -19 ICF / CHENNAI".**
Name and Address of the Tenderer (Firm) (Current Address to be mentioned)	

Supportive documents to be submitted by the Tenderers –

1. Proof for submission of EMD / Bid Security	
2. Declaration of Tenderer – Annexure – I & VA of GCC	
3. Details of Plant & Machinery – Annexure - II	
4. List of works executed similar to this Tendered work – Annexure - III	
5. List of Works on Hand – Annexure - IV	
6. List of completed works by Tenderer - Annexure - V	
7. Mandate Form for NEFT – Annexure – VII	
8. Particulars of Tenderer – Annexure – VIII	
9. Details of work carried out during last Seven Financial years and in the current financial year - Annexure - IX	
10. List of personnel available on hand - Annexure - X	
11. Particulars of supervisors to be employed on the work - Annexure - XI	
12. Schedule of Rates – Annexure - SOR	
13. GST Registration Certificate No. & PAN No.	
14. **For new entrant in ICF** – Documents as per Annexure-I of tender schedule is required to be submitted in addition to the above to establish his / their position as an independent contractor, financial position, previous experience etc.,	

Note: In case of items (4) and (5) above, supportive documents/certificates from the Organizations with whom they worked/ are working will be enclosed. Certificates from private individuals for whom such works are executed /being executed will not be accepted.

Signature of the Tenderer /Contractor with Address and Seal

Date:

SCOPE OF WORK FOR ASSEMBLY AND WELDING ACTIVITIES OF DIFFERENT VARIANTS OF LHB UNDERFRAME ASSEMBLY AT SHOP -19 ICF / CHENNAI"

- **QUANTITY OF WORK: -**

Works contract for the following LHB Underframe assembly activities in LHB/Shop 19 for the year 2026-27

SL. NO.	TYPE	UNDERFRAME COMPLETE DRAWING NO	QUANTITY in No's
1.	LWS	67011001	100
2.	ALL AC TYPES (LWFCWAC/ LACCN/LWFAC/LACCW)	85111001	25
TOTAL			125

- **SCOPE OF WORK: -**

The work is to be executed for **LWS and ALL AC TYPES (LWFCWAC/LACCN, LWFAC/LACCW)** Underframe assembly. Assembly and Welding Activities of different variants of LHB Under frame assembly as per the Underframe Complete Drawings mentioned above. **Alteration in drawings issued by ICF design department time to time have to be followed & to be implemented immediately in all Underframes completed by the contractor.** The Details of work is given below for different variants of LHB Underframe Assembly.

- **NOTE:**

  - **ALL WELDING IS TO BE DONE BY GMAW/FCAW WELDING.**
  - **FOR ACCURATE DIMENSIONS, FOLLOW THE CORRECT DRAWINGS.**
  - **FOR WELDING QUALITY, FOLLOW THE WPS in ANNEXURE A.**
  - **MANUFACTURING PROCESS OF UNDERFRAME SHOULD BE FOLLOWED AS PER THE WORK INSTRUCTION- IMS/19/WI/15**

- **JIG STAGE**

❖ **FRAMEWORK & TROUGHFLOOR COMPLETE**

- As per framework drawing, solebar, front part, modular frames are loaded in UF jig by EOT cranes.
- Cross and other members are fit as per drawing and tightened using clamps.
- After fitting, all weld joints are to be welded as per drawing and WPS.

- After completion of frame work, Z connection sheets and trough floors are to be fit and welded.

➢ **TRESTLE STAGE**

❖ **WELDING PARTS & U/F COMPLETE**

- After completion of jig stage, the underframe is to be rotated upside down by using rotating device and EOT cranes and placed in trestle.
- Fitting & Welding of detail items, equipment brackets, drilling of holes & tapping should be done as per drawing and by using templates & fixtures.

➢ **GENERAL CONDITIONS:-**

1. **All detail items required for Underframe Assembly will be provided by ICF.** The firm should arrange sufficient manpower (Welders, Fitters and Helpers), which needs to be increased from time to time depending upon the urgency to work in three shifts.
2. **The jigs and fixtures, utility gases for welding & cutting, electrodes/welding coil, compressed air, water, electricity, handling equipment (FLT's) and EOT crane shall be provided by ICF.**
3. **Standard and quality GMAW welding sets such as KEMPPI, LINCOLN or ESAB (Must contain display of Volt, Current in Amps & Gas flow meter) should only be procured and used for all welding activities by the contractor and is in the scope of the contractor**, **utilities/machinery (like grinding machine, drilling machine, buffing machine, plasma cutting machine, abrasive cutter, pencil grinder etc.) and associated accessories as well as consumables other than above sited machinery with valid calibration status as per ISO 17662-2005 and equipment's as considered necessary by the contractor will be made available by contractor himself and is in the in the scope of the contractor.**
4. Welding machine to be calibrated for every six months by the Contractor from a NABL approved Lab.
5. **Qualified welders (ITI/NTC/AWTI certified) should only be deployed for the Assembly/welding work and should get certified from Advanced Welding Training Institute, AWTI/ICF before being deployed for working.**
5. Contractor must ensure that minimum of one qualified (Degree/Diploma) supervisor per shift available at work spot till completion of work.
6. All material handling activities shall be done by the contractor including movement of subassembly, detail items, storage & racking of detail items, rotation of Underframes with turning equipment and intermediate movements of Underframes between Jig and Trestle stage.
7. Calibrated flowmeters and Calibrated measuring instruments like Infrared Thermometer, Measuring Tape 5m & 30m, Straight Edge (2.5m), Taper gauge, Welding Throat gauge, Vernier caliper, Laser Distance meter, Plumb level etc., required for Underframe manufacturing will be in the scope of the firm and will not be in the scope of ICF.
8. Contractor has to maintain all required IMS audit documents, Safety forms, Wages Register, Shramik Kalyan Register, Attendance register, Outturn Register, F002 Register, Tally sheet of order quantity & completed/billed, traceability, etc.,
9. All the welding of Underframe assembly consisting of different joints, processes etc., are governed by welding process specification (WPS) and the work instructions of Underframe.

10. Contractor should strictly adhere to the above WPS meticulously to ensure the quality of welding in all respects. No deviation is acceptable. All the Welding joints are to be done as per drawing during the course of working any additional WPS given to be followed meticulously.(Details of WPS attached in Annexure-A)
11. Personal protective equipments like Safety helmet, Safety shoes, hand gloves, goggles, Apron etc. and Uniform with firm's name highlighted for the contractors' employees shall be in the scope of the firm and will not be provided by ICF. **Rs.500/- penalty to be levied per case per employee if found defaulted.**
13. SSE/19/Underframe will allot the work to the contractor coach set basis. Work will be allotted as per the LHB production requirement and availability of raw materials. The firm will be allotted with minimum One Underframe assembly Jigs and trestles as per availability. The firm should ensure completion of Underframe Assemblies as per the allotment. The contractor has to ensure sufficient man power (subject to increase depending upon the urgency) and machines to complete as per allotment. If required, the contractor should arrange sufficient man power to work in three shifts. In case of any shortfall in production, due to reasons within the control of contractor, Penalty @ **Rs.5000/- (Rupees Five Thousand Only)** per underframe shall be levied to the contractor.
14. Any rectification work incurring replacement of material /parts due to negligence on the part of the contractor, either or both rectification cost and material cost of the replacement of item will be recovered depending on case.
15. Housekeeping of the shop floor is in the scope of contractor. The work area is to be kept neat and tidy. **Penalty (Rs.500 per case) to be levied if found defaulting.**
16. After completion every stage of Underframe, it should be offered for inspection to Inspection department of ICF. After completion of inspection, F002 report should be collected and rectify all the F002 points.
17. **Any welding quality and dimension deviation found during inspection/in the next stage operation; penalty of Rs.500 per complaint of Underframe shall be levied to the contractor.**
18. Adequate helpers should be deployed for smooth working. Contractor must ensure that follow the safety rules and to be follow the IMS Standards.
19. **Daily work to be written in separate register, check list to be prepared for each Underframe and check before offering to inspection. FOO2 points should be cleared immediately after inspection by your supervisor. With clearance of check list and FOO2 only MBOOK shall be written.**
20. Tenderers can contact CWE/LHB or CWE/Shell Office, 3rd Floor, GM Administrative Building, ICF / Shell, Chennai – 600 038, on all working days from Monday to Friday from 10.00 hours to 13.00 hours to inspect the relevant / required Drawings / WPS pertaining to this work.

All correspondence notices, requests or consent made pursuant to award of the Contract shall be made in writing to:- Dy. Chief Mechanical Engineer/LHB, Integral Coach Factory, Chennai – 600 038.

Annexure-A

WPS (Welding Procedure Specification) Details

S.N	Description	Material	Thickness	Type of Joint	Position	WPS Number
1	SOLEBAR WITH CONSOLE	IRS M41 WITH G 20 Mn 5 + QT DIN EN 10293	6+10 MM	TEE JOINT	PB	ICF/3834/WPS/01
2	TROUGH FLOOR WITH TROUGH FLOOR	AUSTENITIC AISI 304 WITH AISI 304	1.25+1.25 MM	LAP	PB	ICF/3834/WPS/04
3	LIFTING PAD WITH SOLE BAR	EN 10025-S355JO WITH IRS M41	15+8 MM	LAP	PB	ICF/3834/WPS/06
4	SOLEBAR WITH CONSOLE	IRS M41 WITH G 20 Mn 5 + QT DIN EN 10293	6+15 MM	SINGLE BEVEL	PB	ICF/3834/WPS/07
5	SOLE BAR WITH CROSS MEMBER	IRS M 41 WITH IRS M 41	6+4 MM	TEE JOINT	PF	ICF/3834/WPS/09
6	CROSS MEM WITH BRACKET	IRS M 41 WITH IRS M 41	5+5 MM	SQUARE BUTT JOINT	PF	ICF/WPS/GMAW/CS/5N5/BW/PF+PG/567
7	SOLE BAR WITH SOLE BAR	IRS M 41 WITH IRS M 41	6+6 MM	SQUARE BUTT JOINT	PF	ICF/WPS/GMAW/CS/6N6/BW/PF/566

ANNEXURE – SOR

SCHEDULE OF RATES
(To be filled in by the Tenderer & to be uploaded as an Attachment)

1. **Description of work:** "**ASSEMBLY AND WELDING ACTIVITIES OF DIFFERENT VARIANTS OF LHB UNDERFRAME ASSEMBLY AT SHOP -19 ICF / CHENNAI"**
2. **Proposed Quantity & Rate:**

S. No	Description of Work	Type of Under Frame	Quantity in Nos	Rate per No. (Excl. GST)	Value (In Rs.)
1	"Assembly and Welding activities of different variants of LHB Underframe assembly at Shop - 19 ICF / Chennai"	LWS	100		
2.		ALL AC TYPES (LWFCWAC, LACCN, LWFAC, LACCW)	25		
TOTAL			125		
				CGST @ 9%	
				SGST @ 9%	
				(or) IGST @ 18%)	
				Total Value of Contract (Incl. of 18% GST)	
				Total Value of Contract (Incl. of 18% GST) (Rounded off)	

3. Total Value of the Contract (In Words) :

4. HSN code / SAC : _____ **(To be quoted by the Tenderer)**

5. GSTIN Number of the Tenderer :

Signature of Tenderer with Seal and Address.

Note:

i) No price variation on any account will be allowed.
ii) Income tax @ 2% or at the percentage levied by the Government from time to time will be recoveredfrom the Contractor's Invoice by the Administration.
iii) *GST as applicable on the date of invoice will be recovered or paid as per GST rules.

INSTRUCTIONS TO TENDERERS

Submission of Tender:

1. Should a tenderer find discrepancies in, or omissions in the tender form, or should be on doubt as to their meaning, he should at once notify the authority inviting tender. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
2. Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, 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 tender forms are adequate and all-inclusive to accord with the provisions in clause 37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the General Manager/Mechanical.
3. Should a tenderer be a retired engineer of the Gazette rank or any other Gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pension-able post or not, in any of the Railways owned and administered by the President of India for the time being, or should a tenderer being a partnership firm have as one of its partners a retired engineer or retired Gazetted officer as aforesaid, or should a tenderer being an incorporated company have any such retired engineer or retired officer as one of its Directors or should a tenderer have in his employment any retired engineer or retired Gazetted officer as aforesaid, the full information as to the date of retirement of such a engineer or Gazetted officer from the said service and in cases where such engineer or the officer had not retired from government service at least one year prior to the date of submission of the tender as to whether permission for taking such a contract, or, if the contractor be a partnership firm or any incorporated company, to become a partner or director as the case may be, or to take employment under the contractor has been obtained by the tenderer or the engineer or the officer as the case may be from the President of India or any officer duly authorised by him, in his behalf, shall be clearly stated in writing at the time of submitting the tender. Tenderers without the information above referred to a statement to the effect that no such retired Engineer or retired Gazetted officer is so associated with the tenderer as the case may be, shall be rejected.
4. Should a tenderer have a relative or relatives or in the case of firm or company of contractors one or more of its shareholders or a relative or relatives of the shareholders employed in Gazetted capacity in the Integral Coach Factory, Chennai-38, the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tender may be rejected, or if such fact subsequently come to light, the contract may be rescinded in accordance with the provisions in clause 62 of the Standard General Conditions of Contract.
5. **The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) /registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association/Board resolution, failing which tender shall be summarily rejected.**
6. **(A) BID SECURITY (Formerly known as EMD): Refer Point No.5 of GCC April 2022 for further information**

   (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:

Value of the Work	Bid Security
For all works	2% of the estimated cost of the work

(i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.

(ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Start-ups' shall be exempted from payment of Bid Security detailed above.

(iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

(c) If his tender is accepted, this Bid Security mentioned in sub Para (a) above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers 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.

(2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA (of GCC) and shall be valid for a period of 90 days beyond the bid validity period.

(3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.

ii. **The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document <u>before closing date of for submission of bids (i.e. excluding the last date of submission of bids).</u>**

iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.

iv. **The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.**

The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected

vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.

viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

7. **<u>VALIDITY</u>**: The tenderer shall hold the offer open for a period of **60 days** from the date fixed for opening the same.

a) The administration shall not be responsible for any loss or depreciation that may happen. The tenderer shall hold the offer till the period specified above. If the tender is accepted, **the amount of Bid Security will be adjusted towards Security Deposit for the due and faithful fulfilment of the contract.** The Bid Security of the unsuccessful tenderers will be returned to them but the Railway will not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

8. PERFORMANCE GUARANTEE

(a) The procedure for obtaining Performance Guarantee is outlined below:

The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

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

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

(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, **amounting to 5% of the contract value:**

(i) A deposit of Cash; Payments to ICF will be accepted by DD/Direct payment to ICF account with UCO Bank / SBI and the same can be paid through UCO Bank or SBI with whom ICF is having Deposit account.

(ii) Irrevocable Bank Guarantee.

(iii) Insurance Surety Bond as per Annexure-XI of this Tender Document.

Note: l. The provision of lnsurance Surety Bond shall be for all contracts having DOC within 36 months only.

2. In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/fresh Performance Security, in any form as given above, before expiry of existing Insurance Surety Bond.

(iv) Government Securities including State Loan Bonds at 5% below the market value.

(v) 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.

(vi) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks.

(vii) Deposit in the Post Office Saving Bank.

(viii) Deposit in the National Savings Certificates.

(ix) Twelve years National Defence Certificates.

(x) Ten years Defence Deposits.

(xi) National Defence Bonds and

(xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. **Also, FDR** in favour of **PFA/ICF** (free from any encumbrance) may be accepted.

(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion **plus 60 days** beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

(d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

(e) The Performance Guarantee(PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall been cashed in addition, forfeiture of Security Deposit available with railway.

(g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any of the provisions in the contract agreement) in the event of:

i. Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

ii. Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

iii. The Contract being determined or rescinded under clause62 of the GCC.

8.1ADDITIONAL PERFORMANCE GUARANTEE

If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:

Bid quoted in % of advertised cost	Additional Performance Guarantee (%)
Below 0 – 5% (inclusive)	Nil
Below 5%	5%

Refer Railway Board Letter No.2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424), Dt:13.03.2026

9. <u>SECURITY DEPOSIT</u>: (5% of the Total Contract Value)

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

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

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

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

8.1 Refund of Security Deposit: Security Deposit mentioned above shall be returned to the Contractor after the following:

(a) Final Payment of the Contract as per clause 51.(1) and

(b) Signature of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and

(c) Issue of Maintenance Certificate on expiry of the maintenance period as per clause 50.(1).

(d) **MAINTENANCE PERIOD FOR THIS WORK IS TWO YEARS**

(e) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.

(f) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of GCC will be payable with interest accrued thereon.

9. A contractor who has not carried out any work so far in the Integral Coach Factory should furnish the following particulars:

a) His/her position as an Independent contractor.
b) His/her capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm.
c) His/her previous experience on the works similar to that to be contracted for the proof of which original certificates or testimonials may be called for and their genuineness verified if need by reference to the signatories thereof.
d) His/her knowledge, from actual personal investigation of the resources of the Zone or Zones in which he/she offers to work.
e) His/her ability to supervise the work personally or by competent and duly authorized agents.
f) His/her financial position

10. Any individual or individuals signing the tender or other documents connected with the contract should specify whether he/she is signing.

a. as "sole Proprietor/Proprietrix" of the firm or as his/her attorney, or
b. as a "partner" of the firm or as its attorney or
c. In the case of limited companies and firms registered under the Indian Partnership Act, the capacity in which he/she is signing should be specified e.g. Director, Managing Director, Manager, Secretary, Partner or Attorney as the case may be. The document empowering the individuals to sign on behalf of the firm etc. should be produced if required. In case of un-registered firms, all the partners or any attorney duly authorized by all of them or a duly authorized Manager of the firm should sign the tender and all connected documents.

11. The tenderer shall be required to execute an agreement on a stamped paper of value of Rs.20/- with the President of India acting through the CWE/LHB, Integral Coach Factory, Chennai–600038 for the execution of the work, based on accepted rates and conditions in such form as the Administration may prescribe.

12. The tenderer is required to state in the tender his/her address, fully and correctly. It is to be distinctly understood that any communication sent by post or deliverer to the address of the tenderer as given in the tender papers shall be deemed to have been duly served on the tenderer in proper time.

13. The tender form is not transferable.

14. The tenderer whose tender is accepted shall be required to appear at the office of the **CWE/Shell or CWE/LHB**, Integral Coach Factory, Chennai-600038 in person or if a firm or corporation, a duly authorised representative thereof shall appear to execute the contract documents within seven days after the notice that the contract has been awarded to him/her. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender, in which case the Bid Security accompanying the tender shall be forfeited by the Administration, for such default, without prejudice to any other penalties to which the contractor may be subjected to under the contract.

15. The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway there under.

16. In case of any wrong information submitted by tenderer, the contract shall be terminated. Bid Security Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railways for 5 (five) years.

17. Illegal Gratification: Refer Rly Brd. Letter No. 2022/CE-I/CT/GCC-2022/POLICY/Pt.I (E-3320424), Dt:13.03.2026

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in procurement process or to influence the procurement process or contract execution;

ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) "Coercive practice": any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;

v) "Conflict of interest" (COI): any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;

vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/procurement planning of the tender process in which he is participating;

vii) "Obstructive practice": materially impede the procuring entity's investigation of a procurement process either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information.

17.1 Punitive Provisions

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following::

- **i) his bids are consideration in any procurement:**
  - a) Forfeiture or encashment of bid security;
  - b) Calling off of any pre-contract negotiations; and
  - c) Rejection and exclusion of the bidder from the procurement process.
- **ii) If a contract has already been awarded:**
  - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - b) Forfeiture or encashment of any other security or bond relating to the procurement;
  - c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- **iii) Provisions in addition to above:**
  - a) Removal from the list of enlisted contractors and banning/debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
  - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
  - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive.

ELIGIBILITY CRITERIA AND CREDENTIALS

(As per Indian Railways Standard GCC, April 2022 & Correction Slips issued from time to time)

1. **Technical Eligibility Criteria**:

a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

(i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender,

OR

(ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender,

OR

(iii) One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

1.1 SIMILARWORK DEFINITION.

"Assembly and Fabrication of Underframe/Sidewall/Roof of Railway Carriage/ Railcar/ Wagon/Locomotive/ Self Propelled vehicle at Establishments of Indian Railway/ PSUs of Central Govt/ State Govt."

OR

"Integration of Stainless Steel Shell of Railway Carriage / Railcar / Wagon / Locomotive / Self Propelled vehicle at Establishments of Indian Railway/ PSUs of Central Govt/ State Govt."

OR

"Welding work in stainless Steel Shell of Railway Carriage / Wagon / Locomotive / Self Propelled vehicle at Establishments of Indian Railway / PSUs of Central Govt / State Govt."

a) Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs.500 crore and above in last3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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

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

V= Advertised value of the tender in crores of Rupees

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

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

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

Note: Client certificate from other than Govt. Organization should be duly supported by Form- 16A/26AS generated through TRACES of Income Tax Department of India.

They shall submit valid documents duly attested in support of the above eligibility criteria along with the tender. ***The offers of tenderers who are not passing the prescribed eligibility criteria will be rejected****. For other details terms and conditions, Tender Document may please be referred.*

Tenderer Credentials: Documents testifying tenderer previous experience and financial status should be produced along with the tender. Tenderer(s) who is / are not borne on the approved list of the Contractors of _____ Railway shall submit along with his / their tender:

(i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.

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

(iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.

(iv) A copy of Certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the Certificate to be submitted by the bidder is enclosed as Annexure-V of GCC. Non submission of a copy of notarized affidavit by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

(v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.

(vi) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to five years. (b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security (EMD), Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to five years.

(vii) Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

(viii) Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the , Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected up to latest correction slips, mentioned in tender form (First Sheet).

1. The following documents also should be submitted along with tender:-

a. List of Personnel available on hand and proposed to be engaged for the subject work.
b. List of Plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.
c. List of works completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.
d. List of works on hand indicating description of work, contract value an approximate value of balance work yet to be done and date of award.

NOTE:

1. In case of items (c) and (d) above, supportive documents/certificates from the Organizations with whom they worked/ are working will be enclosed.
2. Certificates from private individuals / Organizations for who such works are executed / being executed will not be accepted.

OTHER IMPORTANT CONDITIONS OF CONTRACT

These conditions of Contract shall govern the works done under this contract in addition to the Standard General Conditions of Contract for Works in the Integral Coach Factory, Chennai-600 038 as amended and or corrected from time to time which will also be applicable to this contract. Where any of the terms and conditions specified in these Important conditions of contract are at variance with any of the terms of the 'Standard General Conditions of the Contract, the Conditions specified in this document will prevail. The Standard General Conditions of Contract for works in the Integral Coach Factory, Chennai is available in the ICF Internet website (www.icf.indianrailways.gov.in)

1. The revised para (a) of Clause 6 Part I of Indian Railways Standard General Conditions of contract, shall be read as under:

1.1 Care in Submission of Tender :

(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken in to account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause 37 of the Standard General Conditions of contract for the completion of works to the entire satisfaction of the Engineer.

(ii) Tenderers 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 Service Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (UTC) likely to be availed by them is duly considered while quoting rates.

(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of 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.

(iv) In case the successful tenderer is not liable to be registered under CGST /IGST / UTGST/ SGST Act, the Railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.

a. When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

b. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor

(v) The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. **Annexure 1** (as enclosed format)**.** It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

2. DISTRIBUTION OF TENDERED QUANTITY TO MORE THAN ONE TENDERER:

Railway administration reserves the right to divide the tendered quantity between more than one tenderer without assigning any reason. However the quantity will be distributed among those tenderers only who fulfils all the eligibility criteria as stipulated in the tender document for the entire value of the Contract.

1. The rate of the highest eligible tenderer within the zone of consideration has to be per se reasonable.
2. Administration reserves the right to distribute the quantity between one or more than one of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of the administration. The zone of consideration will be a dynamic mix of inter-se position of contractors, performance of the contractors, quantity, criticality of and execution of work, number of eligible contractors and their experience.
3. Whenever such splitting of the quantity is made, the quantity distribution will depend upon the differential

of rates quoted by the tenderers (other aspects i.e adequate capacity cum capability, satisfactory past performance of the tenders, Railway Contracts on hand, etc being same/similar).

The rate of L-1 Tenderer, whether original, negotiated or counter offered and subsequently accepted would be counter offered to L-2, L-3 and the same shall not be deemed to be negotiation. In the event of rejection of such counter offer(s), Administration reserve their right to decide the quantity distribution ratio/Proportion, in respect of such rejected offers.

"Tenderers should fulfill the eligibility criteria/ conditions stipulated for the entire vale of the contract".

The quantity distribution between L-1 and L-2 tenders will be done as given below:

Price differential between L-1 and L2	**Quantity distribution ratio between L1 and L2**
Up to 3%	60:40
More than 3% and up to 5%	65:35
More than 5%	At Least 65% on the L1 tenderer. For the quantity to be ordered on the L-2 Tenderer TC/TAA shall decide.

The Price differential between L-1 and L2 tenderers would mean

i. When no price negotiation has been called for the original rates as obtained at the time of tender opening.
ii. When price negotiation has been called for, the reference L-1 rate for assessment of ratio will be the original rate of L-1 Tenderer.

In the cases of inadequate capacity-cum-capability, dissatisfactory past performance, more number of outstanding orders etc., the Railways shall have the right to distribute the tender quantity amongst tenderers with due consideration to these constraints and in such a manner that would ensure timely execution of the Works Contract to meet the needs of operation, maintenance, safety etc. of the Railways, regardless of inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the Principles of Natural Justice and Equity.

3. VARIATION IN QUANTITIES OF ITEMS OF CONTRACTS – LIMITS & RATES

(i) The quantities of various items given in the schedule for the work are only approximate and are only for the guidance of the contractor. As far as possible, they have been assessed correctly but are likely to vary during the execution of the work. The contractors' attention is drawn to clause 42 of the General conditions of contract, dealing with variation in quantities.

(ii) The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

(iii) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work.

(iv) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.

(v) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

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

(b) Quantities operated in excess of 140% but up to 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.

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

(d) Variation to quantities of Minor Value Item:

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

(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

(ii) Quantities operated in excess of 100% but up to 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(iii)Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

As far as (Standard Schedule of Rates) SSOR items are concerned, the limit of 25% would apply to the value of SSOR schedule (s) a whole and not on individual SOR items. However, in case of Non Standard Schedule of Rates (SSOR) 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).

4. **VITIATION CLAUSE:** In case of vitiation arising due to variation up to 25% in quantities with respect to the rates of the first three valid tenderers, the same will be to the contractor's account.
5. **STATUTORY VARIATION CLAUSE IS APPLICABLE. PRICE VARIATION CLAUSE IS NOT APPLICABLE.**
6. **GOODS AND SERVICE TAX /INCOME TAX**: Income Tax and GST will be applicable for this contract as per the applicable rules and regulations prevailing at the time of making the payment. In case the successful tenderer is not liable to be registered under CGST /IGST / UTGST/ SGST Act, the Railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.
7. **PENALTY CLAUSES**: Penalty will be imposed on the contractor under the following circumstances.

a. Non submission of Performance Guarantee on time.

The performance guarantee should be furnished by the successful contractor within 21 days from the issue of LOA. Extension of time beyond 21 days and up to 60 days may be given with a penal interest of 12% p/a. Beyond 60 days, the contract shall be terminated duly forfeiting EMD and other dues. The failed contractor will be debarred from participating in the re-tender for this work.

b) Extension of validity of contract under clause 17B of GCC

If the contract be delayed at any time during the progress of the works by any act of the Administration or by any other contractor employed by the administration or any other causes beyond the contractor's control, then the time of completion of the works may be extended for such reasonable time as the administration may decide as per clause 17 A of the GCC. But if the contractor fails to complete the works within the time as specified in clause 17 and 17A of GCC, the railway may, if satisfied that the work can be completed by the contractor within a reasonable short time, thereafter allow the contractor such further extension of time as the Engineer may decide. On such extension, the Railway will be entitled without Prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty, a sum equivalent to ½ of 1% of the contract value of the works for each week or part of the week, as per clause 17B of the GCC.

c) Violation of contractual obligation.

In case the contractor fails to commence the work on time or in the event of the contractor stopping the work in course of the contract period or on violation of any other contract conditions stipulated in the

General and Special conditions of contract, then the Engineer on behalf of the Railway may rescind the contract per clause 62 of the GCC. Whenever, the contracts are rescinded, the SD and BID SECURITY will be forfeited and the performance guarantee will be encashed and the balance work will be got done separately. The original contractor will be debarred from participating in the tender for executing the balance work.

d) The Penalties mentioned in the Scope of Work are applicable.

8. No claim shall be made against the administration in respect of interest on cash deposits or Government securities or in respect of depreciation thereof. The Administration shall be entitled to deduct from the said deposit any loss or damage which the Integral Coach Factory may be put to by reasons of any wrongful act or default on the part of the contractor and recoverable from the contractor under this or any other contract and to call upon the contractor to maintain the deposit at its original limit by making further deposits.

If the contractor be delayed at any time in the progress of the works by any act of the Administration or by any other contractor employed by the Administration or by any causes beyond the contractor's control then the time of completion of the works may be extended for such reasonable time as the Administration may decide. Such extension of time granted by the Administration shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation thereof.

9. INSPECTION:

Inspection of the Shells shall be carried out by the Inspection Department of ICF or by any such person deputed by the competent authority from time to time. The contractor shall offer the Shell for inspection in writing after completion of work duly indicating the date of work and shell number. After completion of inspection, F002 report should be collected and rectify all the points in F002.

10. PAYMENT:

No advance payment will be made. The contractor needs to submit the Tax Invoice along with Completion Certificate duly certified by the competent authority, Once in a month in the prescribed format. Conservancy cess as advised from time to time will be deducted from the contractor's bills. The payment by the Administration shall be subject to deduction of any amount for which the contractor is liable under this contract or any other contract in the purview of the President of India.

(A) CONSERVANCY CESS CHARGES according to the No of Contract Labours is given below. This will be revised as being amended from time to time.

S. No	Railway Contractors	No of Contract Labours	Amount in Rs
1	**a. Engg., Works Contractors (Engg., Elect. Mech, Signal, Etc.,)**	**1 to 5**	**Rs. 159/-**
2		**6 to 10**	**Rs.312/-**
3		**11 to 25**	**Rs. 785/-**
4	b. Genl. Goods Handling Contractors including Contractors awarded by Stores deptt.	26 to 50	Rs.1143/-
5		51 to 100	Rs.1534/-
6		101 to 200	Rs.1926/-
7	c. Coal Handling ash pit cleaning contractors	201 to 300	Rs.2318/-
8	d. Railway siding use by the contractors	301 to 750	Rs.2676/-
9		751 to 1500	Rs.5382/-
10	e. Contractors supplying water to engines	1501 to 3000	Rs.10768/-
11		Above 3000	Rs.21508/-

Ref – Railway Board Letter No.F(X)I/95/1/1, Dt:07.09.2021.

11. Option for the supplier/contractor to take payment from Railways through a letter ofCredit (LC) arrangement. This would be subject to the following: (For tenders valuing more than 10 Lakhs)

(i) The bidder at the time of bidding itself, shall exercise an option in writing, in favour of taking payment

due against the said tender, through LC arrangement.

(ii) The option so exercised, shall be the integral part of the bidder's offer. Option once exercised shall be final and no change shall be permitted, thereafter, during the course of execution of contract.

(iii) 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 a 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 the 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, 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 in the prescribed format 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 Railway

(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 Railway's bank (Local SBI Branch).

(j) The contractor shall take print out of the Document of Authorization available on IREPS and presence his claim to his 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 Local SBI Branch).

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

(m) The railway's Bank (issuing Bank) shall, after verifying the claim so received w.r.t. the digitally signed document 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 release of Performance Guarantee or Security Deposit shall be dealt directly by railway with the contractor i.e. not through LC.

(q) The tenderer while quoting should indicate their GSTIN No. & PAN No.

GSTIN No. :

PAN NO. :

(r)The Tenderer / contractor should indicate the NEFT (National Electronic Fund Transfer) contractor code number (allotted, if any) for payment.

NEFT contractor code No. :

12. This tender complies with Public Procurement Policy Order 2017 dated 15.6.2017.

a. Public Procurement Policy for Preference to Make in India :

b. The Government has issued Public Procurement (Preference to Make in India) Order 2017 laying down the policy to encourage 'Make in India' and promote manufacturing and production of goods and services in India. The salient features of the aforesaid Order are as under :

c. For the purpose of this order, the definitions are as under:

(i) 'Local content', means the amount of value added in India which shall, unless otherwise prescribed in the special conditions, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) a proportion of the total value, in percent.

(ii) Local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

(iii) 'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content. The minimum local content shall be 50%.

(iv) 'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference which is 20%. However, it will be taken as per the status of the policy reckoned as on the date of tender opening.

d. The local supplier at the time of tender bidding shall provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

e. In cases of procurement for a value in excess of Rs.10 Crore, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered Accountant (in respect of suppliers other than companies) giving the percentage of local content.

f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule (iii) of the General Financial Rules along with such other actions as may be permissible under law.

g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

h. Subject to the provisions of this Order and to any special conditions, purchase preference shall be given to local suppliers in the manner specified under :

(i) In procurement of goods where there is sufficient local capacity and local competition, and where value of procurement is Rs.50 Lakh or less, only local suppliers shall be eligible.

(ii) In procurement of goods above 50 Lakhs and which are divisible in nature, ordering will be done as follows:

Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

a. If L 1 bid is not from a local supplier, participating local suppliers quoting a price within price band of L1 + Margin of preference (5) shall be allowed to supply a portion of the requirement by bringing down their price to L1 price and such local suppliers can be together ordered up to 50% value of the net procurement quantity. In case some quantity is left uncovered on local suppliers, then such balance quantity will also be ordered on the L1 bidder.

(iii) In procurement of goods above 50 Lakhs and which are not divisible, ordering will be done as follows :

Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

a. If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (%) and the contract shall be awarded to such local supplier subject to matching the L1 price.

b. In case lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

13. SAFETY CLAUSE:

(i) The firm shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the Railway and should confirm to the Rules and Regulations of the Railway. The following precautions are to be taken.

(ii) To prevent falling of person when working at height.

(iii) To prevent falling of material from height.

(iv) Provision of suitable working platform and ladders to work at height.

(v) Using of suitable lifting machineries and tackles to handle materials.

(vi) Providing suitable PPEs for employees.

(vii) For portable electrical apparatus only industrial plug for taping power supply is to be used.

(viii) Properly insulated electrical equipments/welding sets to be used.

(ix) If the work is awarded inside factory premises prior permission has to be obtained from the Occupier of the Factory stating that the above safety measures would be complied scrupulously.

(x) **Any deviation / violation in the above said conditions would result in termination of the work permit. Further appropriate action as deemed fit will be initiated against the firm as per rules.**

(xi) **ENTRY PERMIT**: The Agency / contractor has to obtain permission from Chief Safety Officer (Shell /Furnishing) as applicable, before commencing the work as per ISO norms and is instructed to comply the safety measures as prescribed. Necessary entry permits would be issued, only after obtaining permission from the Manager of the factory (Shell / Furnishing)

(xii) The contractor shall comply with the provisions of the Factory Act, Employee's Compensation Act or the Fatal Accidents Act or any other loss relating thereto and rules made from time to time.

(xiii) First Aid facility should be provided and maintained.

(xiv) The firm shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the Railway and should confirm to the Rules and Regulations of the Railway.

(xv) The firm shall ensure that unauthorized, careless or inadvertent operation of installed equipment which may result in accident to staff and/or damage to equipment does not occur.

(xvi) The firm shall indemnify and keep ICF indemnified and save harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any accident, death or injury sustained by any person or persons within the Railway premises and any loss or damage to Railway property sustained due to the acts or omissions of the firm irrespective of whether such liability arises under Employees Compensation Act or Fatal Accident Act or any other statute from time to time.

(xvii) The firm should also keep in-charge/supervisor whenever their contract labourers are working inside the factory and should be made responsible to the SSE and Officers in-charge of that shop/place of work whenever any accident occurs to the contractlabourers.

(xviii) The contract workers are not permitted to use any 230 V operated Electrical Hand tools, machinery and hand lamps inside shell division / LHB unit. Instead of the electrically operated Tools, it is suggested that pneumatically operated tools can be used, For Hand lamps only 24 Volts is permitted inside shop.

(xix) The insulation of all the welding cables should be without any physical damages. Return leads should be available for the welding cables.

(xx) All the Contract Labourers including the Contractor's supervisors should compulsorily wear Safety shoes and other relevant PPE's when working inside the furnishing factory.

(xxi) **WEARING OF UNIFORMS**: All Contract labourers should wear a distinguished uniform i.e. Shirt or overcoat type (other than Navy Blue colour) with the firm's name stitched on the left hand side corner of the shirt or on the overcoat. Wearing of Lungies and half pant (trousers) by the Contract Labourers are prohibited.

(xxii) **PAYMENT OF LABOUR**: Payment to labourers has to be made as per the Minimum Wages Act. Payment to labourers to be made through Bank account, preferably through on-line mode. An undertaking shall be given by the tenderer to this effect.

14. REGISTERS TO BE MAINTAINED BY THE CONTRACTOR:

The following set of registers should be maintained at the worksite by the contractor and should be shown to be Statutory Authority (i.e. the Labour Enforcement Officer, etc.). Wage Register must be witnessed by the respective ICF Supervisor.

Sl. No.	FORM No.	REGISTER
1.	**Form XIII**	Register of workmen employed by contractor
2.	**Form XIV**	Employment card
3.	**Form XVI**	Muster Roll
4.	**Form XVII**	Register of wages
5.	**Form XVIII**	Form of Register of wages cum muster roll
6.	**Form XIX**	Wage slip
7.	**Form XX**	Register of deductions for damage or loss
8.	**Form XXI**	Register of fines
9.	**Form XXII**	Register of advances
10.	**Form XXIII**	Register of Overtime

15. SPECIFIC EMS REQUIREMENT:

i) The contractor shall ensure that all his workmen wear PPEs commensurate with the severity of work.

ii) The contractor shall ensure industrial safety methods in executing his work.

iii) The contractor shall ensure that all wastes generated by his activities/work are moved to the respective dump sites or taken for recycling at ICF.

iv) The contractor has to give prior information whether any Hazardous chemical is used in his work and if so, the operational control to be exercised.

v) The contractor has to ensure that all his material handling equipments/transport vehicles or emission tested.

vi) The contractor has to ensure that his activities are in tune with the ICF's EMS policy.

vii) The contractors' staff must be aware of contents of MSDS in respect of chemicals/materials (if any)

viii) The contractors' staff shall be competent to operate emergency appliances like fire extinguishers.

ix) In order to prevent fire hazards inside the factory smoking in factory premises should be avoided.

16. PROVISION OF FACTORIES ACT:

a) Whenever any employee or contract worker climbs on the roof, the contractor/supervisor has to obtain a proper permission in writing.

b) The Inspector of Factory mention that all contractors working within the premises of factory should be registered. The application for registration has to be submitted to Chief Safety Officer before commencement of work.

c) If the contractor employs more than 20 staff, license from the Inspector of Factories to be obtained and renewed every year.
d) The contract employees should be insured.
e) The labours should be above 18 years.
f) One contract worker can be engaged only by one contractor at a time.
g) Each contract worker should be issued a photo identity.
h) The name of the work for which work permit is issued is to be entered in the gate pass.
i) The validity period is for 3 months only and should be renewed regularly.

17. PROVISIONS OF EMPLOYEES PROVIDENT FUND AND MISCELLANEOUS PROVISIONS ACT 1952 AND PAYMENT OF WAGES ACT:

i. The contractor shall comply with the provisions of Para 30 & 36 – B of Employees Provident Fund Scheme, 1952: Para 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 a foresaid Act and Rules.
ii. The contractor is required to comply with the provisions of EPF & M&P Act, 1952 and obtain code number from the concerned authorities whenever workmen employed by him are 20 or more. He shall also indemnify Railways from and against any claim, penalties, recoveries under the above Act and Rules. Contractors should get the code number under the EPF so as to enable the PF Commissioners to extend the social security benefits to the workmen engaged by the Railway contractors.

17.1 <u>Payment of Wages Act</u>

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 Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www. Shramikkalyan.indianrailways.gov.in' Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:

(a) Contractor shall apply for onetime registration of his company/firm etc. in the shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
(b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoA's issued in his favour.
(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances(LoA) / Contract Agreements of shramik kalyan portal within 15days 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 of 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 .
(f) Provisions given in the Code of Wages 2019 pertains to this contract is applicable.

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 " Ihave uploaded the correct details of contract labours engaged in connections with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till -----month ,-------- year'.

18. PRICE PREFERENCE.

The Administration reserves the option to give purchase/price preference to the offers from public sector units, over those from other firms, in accordance with the policies of the Government from time to time. The price preference above cannot however be taken for granted and every endeavour need be made by them to bring down cost and achieve competitiveness.

19. THREE LABOUR CODES

Three Labour codes viz., Industrial Relation Code, Occupational Safety, Health and working Conditions Code, and Social Security Code will be applicable for this tender. The 4 New labor Codes will automatically be applicable once they come into force.

20. REQUIREMENT OF WORK IN ICF PREMISES

Same type of work can be executed at any of the ICF Premises if required by the Accepting Authority with same conditions and Scope Work.

21. POLICE VERIFICATION:

The Contractor Shall Submit A&C (Antecedents and Character Verification) issued by Local Police of their employees working in ICF.

ARBITRATION

In the event of any difference or dispute arising between the contractor or his Agents or other servants on the one hand and the Administration or other officer or servants of the Administration on the other hand as to the amount of damages, costs charges or expenses which may be suffered paid or incurred by the Administration consequence of the non-fulfilment, non-observance or non-performance by the contractor of any of the terms and conditions of this agreement and the General and Special conditions of the contract or to any other matter connected with the contract as to the true intent and meaning of these conditions, the same shall be referred to in writing by the contractor to the arbitration of the arbitrator/s appointed by the General Manager as per Clause 64 of GCC as amended from time to time and Arbitration and Conciliation Act –as amended from time to time. The award of the arbitrator so nominated shall be final and binding on the parties of the contract. The place of arbitration will be in Chennai. The courts in Chennai alone shall have exclusive jurisdiction on any matters arising out of this agreement/arbitration.

GENERAL CONDITION

The Administration reserves the option to give purchase/price preference to the offers from public sector units, over those from other contractors, in accordance with the policies of the government from time to time. The price preference above cannot however be taken for granted and every endeavor need to be made by them to bring donor cost and achieve competitiveness. **This contract is governed by all the General Conditions of Contract and special conditions mentioned herein and in the tender schedule as amended from time to time.**

INTEGRALCOACH FACTORY,CHENNAI-38.
(Shell & Furnishing / LHB Division)

Safety, Health and Environmental Instructions
(To be issued to each contractor and signature should be obtained before permitting in to factory by the Principal employer)

A) SAFETY&HEALTH

1. The Factories Act – 1948 and Tamil Nadu Factories Rules-1950& Contract Labour (Regulation & Abolition) Act1970 are to be followed.
2. Adequate and appropriate tools shall be issued.
3. All instruments used for the work is to be complied with Indian Electricity rules.
4. The instruments are used to be conformed to Indian Standards.
5. Staffs under your control should wear the personal protective equipment as per working condition to prevent injuries.
6. Suitable ladders / scaffoldings are to be used for climb up and working at height.
7. Ensure adequate lighting at work place.
8. Contractor should follow the terms and conditions / instructions of ICF from time to time.
9. Activities other than the specified activities as per the contract clauses, which are assigned to you, are not permitted at our premises.
10. Ensure the Suitable guards are provided to the hand operating machine.
11. Suitable lifting machineries and tackles are to be used to handle the materials.
12. Any loss incurred to ICF because of your activities shall be charged on your account.
13. The equipments & materials stored at our premises are on your own risk.
14. Before start of work, proper shut down (if necessary) is to be undertaken for safety.
15. Before start of any work, appropriate Work Permits shall be obtained.
16. Off cuts and wastes generated during the course of your work, must be suitably disposed identified areas.
17. The renewal of permit will be issued only on the basis of performance of compliance of the said rules regulations, conditions and safety norms.
18. The contractor shall engage qualified supervisors at the work site whenever men are engaged for work.
19. First aid box with adequate medicine are to be provided in the work area.
20. In case of any accident to the contract staff, the contractor should inform to the CSO/Shell & CSO/Furnishing through department concerned within one hour.
21. Disobeying or not following the conditions / precautions / procedures shall result in penalty. In serious cases, stoppage of work or cancellation of permits may be done. Stopping of the work are empowered by the Safety Officer, Chief Safety Officer, Factory manager and Occupier.
22. For accidents involving to your staff inside Shell factory, necessary compensation to the dependents of the staff and legal expenditure cost shall be borne on your account.
23. The display board containing the details of nature of work, maximum number of staff working per shift, period of work, site in charge name and phone number and main office phone numbers is to be placed at prominent place.
24. If total staff engaged by you on any day of the contract period is 20 or more, you have to register with Central Labour Commissioner at Shastri Bhavan and obtain license.
25. Staffs under your control are to be insured during the work period.

26. Registers in Form XIII, XVI, XIX, and XVII as per contract labour act shall be maintained.
27. Employment card in Form XIV should be issued to all workmen by the contractor.
28. The payment of wages shall be made as per Minimum Wages Act, and shall be witnessed by ICF nominated Supervisors.
29. Usage of LPG cylinder in the factories (both Shell & Fur) is prohibited for industrial activities. Industrial LPG cylinders shall only be allowed if accompanied by a certificate from gas companies about the endues for which it is issued.

B) ENVIRONMENT

30. ICF is an ISO 14001/2004 certified Factory. All activities shall be carried out as per the Environment Protection Act & Rules.
31. Handling, storage & use of any chemicals and Hazardous waste shall be carried out as per conditions laid down by TNPCB (Tamil Nadu Pollution control Board). Any clarification shall be made with contract executing officer & Safety Cell.
32. Spillage of Hazardous materials, chemicals and oil shall be strictly avoided; in case of any leakage/ spillage, it should be cleaned immediately.
33. Any waste materials should not be burnt inside the Factory.
34. Any open fire or smoke noticed by the contractor or his men, should be informed immediately to the Fire Fighting crew through telephone numbers.
    FIRE Fighting CREW: 46565 (Railway phone)
    Firefighting Contractor: 9841098419,9841269727 (cell)

C) PENALTY

35. In case any unsafe conditions noticed that could have led to grievous injury to the contract labour, aminimum penalty of Rs.5,000/- per person shall be imposed by ICF administration to the contractor.HoweverifmultipleviolationofSafetyinstructionsarenoticed,theamountcould behigher.
36. Recurrence on third occasion for the same contract would result in penalty of Rs. 50,000/- (Rupees Fifty thousands) and termination of contract.

DECLARATIONBYCONTRACTOR

I under take that all above conditions related with safety, Health and Environment will be followed by our Supervisors & Staff while working in ICF Factory (Shell & Furnishing Divisions).

Signature of Proprietor / Owner / Contractor With company seal

Officer Executing Contract

Annexure-I

TENDERER's DECLARATION FORM

To
The President of India, **Acting through the**
CWE/LHB, Integral Coach Factory,
Chennai – 600 038.

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender 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/Bid Security". 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 tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips upto-date for the present contract.

3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
(a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
(b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
(c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by …… Department of Industrial Policy and Promotion (DIPP) and my registration number is ……. valid upto ……. (Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is …….. with ……..and hence required to deposit only 50% of Bid Security.

6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:
(1) _____

(2) _____
Address of the Tenderer(s)

_____

_____
Signature of Tenderer(s)

Date _____

ANNEXURE-II

1. DETAILS OF PLANTS & MACHINERY OWNED BY TENDERER

Sl No	Particulars of Plants and Machinery	No. / Unit	Kind and Make	Capacity	Age and Condition	Approximate cost in Rs. in Lakhs	Purchase Bill No. & Date and Registration particulars

2. DETAILS OF PLANTS & MACHINERY PROPOSED TO BE INDUCTED FROM ABOVE FOR THIS WORK

Sl No	Particulars of Plants and Machinery	No. / Unit	Kind and Make	Capacity	Age and Condition	Approximate cost in Rs. in Lakhs	Purchase Bill No. & Date and Registration particulars

3. DETAILS OF PLANTS & MACHINERY PROPOSED TO BE INDUCTED FROM OUTSIDE FOR THIS WORK

Sl No	Particulars of Plants and Machinery	No. / Unit	Kind and Make	Capacity	Age and Condition	Approximate cost in Rs. in Lakhs	Purchase Bill No. & Date and Registration particulars

Note:-Details of Plant and Machinery as per the above formats duly signed by the Tenderer shall be enclosed separately.

ANNEXURE-III

DETAILS OF WORKS EXECUTED SIMILAR TO THIS TENDERED WORK

(Works completed during last 7 financial years i.e. current year and seven previous financial years to be submitted)

Sl No	Description of Work	Name of Organisation for whom executed and Contract awarding authority	Contract Agreement No. and date of Award	Approximate value of Contract		Date of Commencement	Date of Completion
				Agreement value	Final Value		
01	02	03	04	05	06	07	08

Note :-

1) Details of Works executed **Similar to tendered work** as per the above format duly signed by the Tenderer
shall be enclosed separately.

2) Certificate from Authority concerned/employer duly attested to be attached.

3) Certificates from Private individuals for whom such works are executed shall not be accepted.

ANNEXURE-IV

DETAILS OF WORKS IN HAND

Sl No	Description of work	Contract awarding authority	Agreement No. & Date	Cost of work	Date of Commencement of work	Due Date of Completion as per Agreement	%age of completion of work till date
01	02	03	04	05	06	07	08

Note :-

1) Details of Works on Hand as per the above format duly signed by the Tenderer shall be enclosed separately.

2) Certificate from Authority concerned/employer duly attested to be attached.

ANNEXURE-V

List of Completed works by Tenderer

Sl No	Description of Work	Name of Organisation for whom executed and Contract awarding authority	Contract Agreement No. and date of Award	Approximate value of Contract		Date of Commencement	Date of Completion
				Agreement value	Final Value		
01	02	03	04	05	06	07	08

Annexure – V-A of GCC
Reference-Para 6.1 of ITT

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

I/We……..(Name), attorney/authorized signatory of the…… (constituent firm/constituent partner) and member/partner of the ……..... (Tenderering firm) hereby solemnly affirm and state as under:

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:
Dated:

Note: A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. In case of other than Company/Proprietary firm, **Annexure-V(A) of GCC** shall be submitted by the each member of a Partnership Firm Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self attested/digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

GST REVISION

1. The Service code and GST rate provided in the Tender Schedule is as per the Classification of the work made by ICF. If the Tenderer do not agree with the SAC code, he should quote SAC code along with the rate of GST as applicable for the SAC code quoted by him.

2. Tender will be evaluated only based on the GST rate as quoted by the bidder for ranking purpose.

3. As GST is to be paid by the Service provider on Self-Assessment basis, Tenderers are entirely responsible for proper classification of the service. ICF shall not be responsible for any misclassification of SAC code or incorrect GST rate, if quoted by the bidder.

4. If there is any mismatch between the SAC code and the GST rate quoted by the Tenderer, the SAC code will be taken as the base and LOA will be issued based on the GST rate applicable for the SAC. If the actual rate of GST for the SAC is higher than the rate quoted, the basic cost will be reduced accordingly and the all-inclusive rate quoted by the tenderer will be maintained. If the actual rate of GST for the SAC is lower than the rate quoted, the basic cost as quoted will be maintained and actual rate of GST will be incorporated duly reducing the all-inclusive rate. Any increase in GST rate due to misclassification of Service code shall have to be absorbed by the bidder.

5. Wherever the successful bidder invoices the goods at GST rate or SAC Number which is different from that incorporated in the Tender, payment shall be made as per GST rate which is lower of the GST rate incorporated in the agreement or billed Contractor will be required to adjust basic price to the extent required by higher tax billed as per invoice to match the all-inclusive price as mentioned in the agreement.

6. Any amendment in GST rate shall be governed by the contractual conditions under Statutory Variation Clause (SVC). However, increase in GST rate amendments shall be considered for quoted SAC only, against documentary evidence, provided such increase of GST rates takes place after the date of Tender opening.

The benefit of reduction in GST rate shall have to be passed on to Railways.

ANNEXURE-VI

MANDATE FORM FOR NATIONAL ELECTRONIC FUND TRANSFER (N.E.F.T)

1	Name and full postal address of the firm	
2	TIN No.	
3	GSTIN of the Contractor	
4	PAN of the Contractor	
5	Works executed for (Department)	Civil/Electrical/Mechanical/ Stores
6	IFSC & MICR code (as available in cheque leaf)	IFSC Code: MICR Code:
7	Account Number with Bank	
8	Type of Account.	SB / Current / CC /OD
9	Name and Address of the Bank.	
10	Details of Power of Attorney given to the Bank	
11	Payment by ICF through N.E.F.T. mode is accepted?	YES / NO
12	Contractor code already assigned in ICF if any, and the Department.	

Name &Seal Signature of the Contractor/
Authorized Signatory

It is certified that information furnished above in respect of the account of the firm/Contractor from Serial Nos 3 to 7 and the above SIGNATURE are verified and found correct.

Authorized Signatory of the Bankers

(For official use of INTEGRAL COACH FACTORY)

Contractor code allotted to the above contractor is……...

ANNEXURE VI-B

Format of Annexure –VIB of GCC

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)
Name of CA:_____
Registration No: _____
(Seal)

ANNEXURE-VII

PARTICULARS OF TENDERER(S)

S. No	Description	Particulars
1	Full name of Contractor	
2	Year of establishment of Contractor	
3	Registered Head Office Address,	
	Telephone no.	
	Mobile no.	
	Fax no.	
	E-mail address.	
4	Branch office Address	
	Telephone no.	
	Mobile no.	
	Fax no.	
	E-mail address.	
5	Details of constitution of firm, names of Partners/ Executives/ Power of Attorney holders etc.	
6	Particulars of Registration with Govt./Semi-Govt. Organisation, Public Sector Undertaking and Local Bodies etc.	

Annexure-VIII

Details of work carried out during last seven financial years & in current financial year

S.No	Name of Work	Name of Organisation for whom executed and Contract awarding authority	Contract Agreement No. and date of Award	Approximate value of Contract		Date of Commencement	Date of Completion
				Agreement value	Final Value		
01	02	03	04	05	06	07	08

Note:-

1) **Details of Works carried out during last seven Financial years & in the current financial year as per the above format duly signed by the Tenderer shall been closed separately.**
2) **Certificate from Authority concerned/employer duly attested to be attached.**
3) **Certificates from Private individuals for whom such works are executed shall not be accepted.**

Annexure-IX

1. **LIST OF PERSONNEL AVAILABLE ON HAND**

S No	Name and Designation	Qualification	Professional Experience in years
01	02	03	04

2. **LIST OF PERSONNEL PROPOSED TO BE ENGAGED FOR THIS WORK FROM ABOVE**

S No	Name and Designation	Qualification	Professional Experience in years
01	02	03	04

3. **LIST OF PERSONNEL PROPOSED TO BE ENGAGED FOR THIS WORK FROM OUTSIDE**

S No	Name and Designation	Qualification	Professional Experience in years
01	02	03	04

Note:- 1. List of personnel details as per the above formats duly signed by the Tenderer shall be enclosed separately.

2. Supporting documents should be enclosed.

I hereby certify that no retired Engineer/Gazetted Officer of the Railways who has retired within One year of date of submission of tender and has not obtained permission of competent authority has been engaged by me/our firm. I also certify that none of my relative is engaged in Mechanical/Electrical/Civil Engineering Department of ICF.

Annexure-X

PARTICULARS OF SUPERVISORS TO BE EMPLOYED ON THE WORK

S No.	Name and Designation	Qualification	Experience in years	Remarks

Note: Supporting documents should be attached

I hereby certify that no retired Engineer/ Gazetted Officer of the Railways who has retired within 1 year of date of submission of tender and has not obtained permission of competent authority has been engaged by me/our firm. I also certify that none of my relative is engaged in MECHANICAL Department in ICF

DECLARATION FOR SITE VISIT

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

REVISEDMODELFORMOFBANKGUARANTEEBOND

GUARANTEEBONDFOR (Mention purpose for BG)

In consideration of the President of India (hereinafter called "The Government") having agreed to exempt_____("hereinafter called "The said Contractor (s) from the demand, under the "Terms and Conditions of letter of Acceptance/Agreement No. _____ dated _____ made between _____ and _____ for _____(here in after called the "The said letter of Acceptance/Agreement") of Security deposit for the due fulfillments by the said contractor(s) of the terms and conditions contained in the said Letter of Acceptance/Agreement, on production of a Bank Guarantee for Rs. _____Rupees_____(only).

1. We_____(Indicate the name of the Bank) (hereinafter referred to as "The Bank") at the request of_____(contractor(s) do here by undertake to pay to the Government an amount not exceeding Rs. _____against any loss of damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Letter of Acceptance/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 a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Letter of Acceptance/Agreement or by reason of the contractor(s) failure to perform the said Letter of Acceptance /Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank Under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contactor(s) /supplier(s) in any suit to proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid a discharge of our liability for payment there under the contractor(s) / Supplier(s) shall have no claim against us for making such payment.
   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 Letter of Acceptance/Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Letter of Acceptance/Agreement have been fully paid and its claims satisfied or discharged or till_____(office/department), Ministry of _____Certified that the terms and conditions of the contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

4. We_____(Indicate the name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Letter of Acceptance / Agreement or to extent time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any if the powers exercisable by the Government against the said contractor(s)and to forbear or enforce any of terms and conditions relating to the said Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision have effect of so relieving us.

5. This Guarantee will not be discharged due to the changes in the constitution of the Bank or the contractor(s) / supplier(s).We_____(Indicate the name of the bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the_____day of 20

For _____

(Indicate the name of the Bank)

Witness: 1……..

2……..

AGREEMENTFORWORKS(DRAFT)

Contract Agreement No._____, Dt.……....

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 works _____ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings 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 works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of _____ 20___ and will maintain the said works for a period of _____Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of 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 works 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 works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

Contractor _____ (Signature)
Address _____
Date _____

Railway: Designation _____
(For President of India)
Date _____

Signature of Witnesses (to Signature of Contractor) with address:

Witnesses:

_____ _____

_____ _____

ANNEXURE XI

Model of INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

Refer ANNEXURE-XVII of GCC Works

Name of the issuer of surety bond:

President of India,
Acting through …….
……
Railway.

Date:…….

Surety Bond No: ……. **Issue Date: ……**

Amount of Bond: ……. **Expiry Date: ……**

WHEREAS, In consideration of the President of India acting through (Designation & address of contract signing authority),.....Rai1way,..... (hereinafter called "The Railway") having accepted the bid of M/s XXXXX hereinafter called the contractor, for the work of XXXX under invitation for bids No XXXX, Dated XXXXX, Vide Letter of Acceptance No. ……

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of Rs. XXXXX (Rupees XXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

WHEREAS, we, ---------- (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorised person of the Surety], have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authorized representatives of the Surety], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of) XXX (Rupees XXX Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.

8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on XXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.

9. The Surety agrees that the Railways right to demand payment of aforementioned ful1 amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances wilt be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.

10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.

11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.

12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.

13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents

a. Our liability under this Surety Bond shall not exceed XXXX (Rupees XXXX Only).

b. This Surety Bond shall be valid up to XXXX (being the date of expiry);

c. Unless the bank is served a written claim or demand on or before XXX [date of expiry] all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day ____ of _____20___

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbigeneral.in].

Place……

Bank's Seal and authorized signature(s)
(Name in Block letters) ……..
(Designation with code No. ……..
(P/Attorney) No.

Witness

1.

2.

[Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.]

...End of Tender Document…