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

TENDER DOCUMENT

NAME OF THE WORK:-
"ASSEMBLY AND TIG WELDING OF CARLINE ASSEMBLY COMPLETE OF KOLKATA METRO"

TENDER NOTICE
No. MS/C/OT/09/Kolkata Metro/Shell/2026-27, Dt:27.04.2026
IREPS Tender No.2026471212182-OT09-KOLMET

(Centralised Tender No. 2026471212182)

TENDER CLOSING DATE & TIME: 18.05.2026 @ 15.00 Hrs

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

Signature Not Verified
Digitally signed by A CHINNUSAMY
Date: 2026.04.27 12:40:49 IST
Reason: IREPS-CRIS
Location: New Delhi

TOP SHEET

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Tender closing at 15.00 Hrs.		**On. 18.05.2026**	

Sd.-
Dy. Chief Mechanical Engineer/Shell/ICF

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

TENDER NOTICE No. MS/C/OT/09/Kolkata Metro/Shell/2026-27, Dt. 27.04.2026
(IREPS Tender No: 2026471212182-OT09-KOLMET)

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

Name of work	**"ASSEMBLY AND TIG WELDING OF CARLINE ASSEMBLY COMPLETE OF KOLKATA METRO"**			
Schedule of Rates (Incl. of GST @ 18%)	**Description**	**Quantity (In C/s)**	**Rate per C/s (Incl. of GST @ 18%)**	**Value (In Rs.)**
	Kolkata Metro Carline Assembly	**96**	**24,780.00**	**23,78,880.00**
			Total Value (Incl. GST @ 18%)	**23,78,880.00**
Total Value (Incl. of all)	**Rs.23,78,880/-** (Rupees Twenty Three Lakh Seventy Eight Thousand Eight Hundred and Eighty Only)			
Cost of Tender Document	Nil			
EMD / Bid Security	47,600/- (Rupees Forty Seven Thousand Six Hundred Only)			
Tender Inviting Authority	Dy. Chief Mechanical Engineer/Shell, Integral Coach Factory, Chennai – 38			
Tender validity period	60 Days			
Completion period	12 Months			
Eligibility criteria	Not applicable.			

Tender Closing Date	**Closing Time**
On 18.05.2026	**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 Deposit.
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/completion certificates along with the tender to establish Eligibility.

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

CHECK LIST FOR THE TENDERER

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

Name of work	**ASSEMBLY AND TIG WELDING OF CARLINE ASSEMBLY COMPLETE OF KOLKATA METRO.**
Name and Address of the Tenderer	

Supportive documents for fulfilling eligibility criteria, to be submitted by all tenderers –

SL. NO.	CONTENTS		TICK
1	Proof of submission of Bid Security (EMD)		
2	Check list for Tenderers		
3	Schedule of Rates	**Annexure SOR**	
4	Declaration of Tenderer	**Annexure I**	
5	Details on Availability of Plant & Machinery	**Annexure II**	
6	Details of Works In Hand	**Annexure III**	
7	List of completed work by Tenderer	**Annexure IV**	
8	Annexure VA of GCC (Duly filled)	**Annexure VA**	
9	GST Revision		
10	Mandate Form for NEFT	**Annexure VI**	
11	Particulars of Tenderer	**Annexure VII**	
12	List of personnel available on hand	**Annexure VIII**	
13	Particulars of supervisors to be employed on the work	**Annexure IX**	
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.,			

Signature of the Tenderer with Address and Seal

Date:

SCOPE OF WORK

Scope of work for TIG welding carline and cantrail assembly

Assembly: TIG welding and grinding of carline, cantrail and conduit of Kolkata metro carline complete as per the latest drawings issued from time to time.

(i) Carline Assembly

Integration of carline assembly with Cantrail assembly and provision of conduit pipes and welding parts on Carline assembly complete and grinding as per details given below.

Kolkata metro MC, TC and DTC Carline Assembly complete

Cantrail assembly	Carline Assembly	Layout electrical conduits	Carline Assembly Complete (Integration of carline, cantrail and backpieces)
982 14 033 982 14 032 982 16 061 982 16 041 982 16 042 982 16 043 982 16 044 982 16 045 984 14 011	982 14 035 982 14 034 984 14 015 AAL 14 182 AAL 14 180 984 14 014 AAL 14 176	982 14 037 982 14 036 984 14 019	982 14 039 982 14 038 984 14 012

NOTE: ALL WELDING IS TO BE DONE BY TIG WELDING.

1. Ensure the setting of welding fixture as per the drawing for the required type of Carline assembly to be made.
2. Ensure the availability of required tooling.
3. Clean the jig surface for spatter with brush and ensure free from any type of foreign Material / grease/oil etc. before laying the side wall on the jig.
4. Load the carline on fixture duly matching with locating stopper of welding fixture.
5. Check the dimensions as per drawings.
6. Tack weld carline sheets with each other keeping all the joints properly aligned.
7. Tack weld carline sheet with carline arch assembly properly aligned as per drawing.
8. Weld (TIG) the cantrail and backpieces as per drawing.
9. Tack weld cantrail assembly with each other keeping all the joints properly aligned.
10. Weld (TIG) the Electrical conduit pipes as per drawing.
11. Weld (TIG) the structure at required places as per drawing from center to outward direction as per welding sequence.
12. Tack welds the cantrail assembly with carline assembly and do complete welding (TIG) at required place as per drawing & WPS.
13. Grinding of carline assembly and to be checked for any other surface defects like lump metal, dent etc., needs to be rectified.
14. After de-clamping, lift the Carline assembly complete and place in acceptance stand/table.
15. During loading & unloading should not affect the surface/undulation and aesthetics, free of damages.
16. The deviations if any raised in inspection report F002, to be rectified and cleared.
17. Any customer complaints raise in later stages should be attended and cleared.

General Conditions:-

1. The work is to be executed in all stainless-steel sidewalls at Shell division or LHB or Furnishing division as allotted by the section SSE.
2. For accurate dimension follow correct drawings. Latest altered drawing to be followed which will be issued by Design department from time to time and advised by section SSE.
3. The small changes in design drawing arising from time to time with negligible change in welding length will be covered within the present scope viz design for MEDHA, ZHO ZHOU, etc., types of Kolkata metro sidewalls.
4. All detail items required for Side wall carline assembly and welding parts will be provided by ICF. The Contractor should arrange sufficient man powers to work in three shifts.
5. Welding joint has to be prepared for TIG welding by providing additional piece or by trimming where ever necessary by the firm. Wherever new joint or new material is followed WPS has to be prepared and it should be followed.
6. The Jigs and Fixture, compressed air, water (as available) electricity, handling equipment's and EOT cranes are under the scope of ICF.
7. The TIG welding sets, tungsten electrode of Lanthanum type, 1.6mm filler rod, shielding gas (Argon gas) with flow meter, pneumatic grinding/buffing machines, utilities/accessories other than above site machinery with valid calibration status as per ISO 17662-2005 and equipment's as considered necessary by the contractor may be made available by contractor. Any grinding activity of tungsten electrode inside the factory premises is prohibited.
8. The standard and quality TIG welding sets like KEMPPI, LINCOLN, MIGATRONIC, ESAB, ADVANI OERLIKON (should contain digital display of voltmeter, ammeter), should only be procured and used by the contractor and is in the scope of the contactor, utilities/accessories other than above cited machinery with valid calibration status as per ISO 17662-2005 and equipments as considered necessary by the contractor will be made available by contractor himself and is in the scope of the contractor.
9. The contractor shall do TIG welding as per WPS laid down by ICF. WPS may change from time to time whenever necessary.
10. The contractor shall ensure that the consumables used for TIG welding are as per the standards (ISO 3834 & EN 15085) specified by ICF.
11. Any customer complaint at further stages shall be attended and cleared immediately by the contractor.
12. It is informed that qualified welders should only be deployed for the Assembly / welding work and should get certified from Advanced Welding Training Institute/ICF before being deployed for working.
13. Welding supervisor should be deployed for monitoring the work and he should be certified as welding coordinator from AWTI/ICF.
14. The Contractor shall maintain a Roaster for maintaining the daily attendance of the staff and supervisor. The same shall be shown for inspection to any of the authorized ICF / Railway official on demand.
15. Personal Protective Equipment viz. Safety Shoes, Helmets, Hand Gloves, Goggles and Uniform for easy identification etc. shall be used by the Contractor's Workmen during execution of the work shall be in the scope of Contractor.
16. All documents pertaining to ISO 22163, ISO 3834 & EN 15085 & EMS 14001 & OSHMS 45001 should be updated and maintained as per the requirement.
17. Consumables viz. Soaps, cotton waste, cleaning solutions, face masks etc., for his staff shall be provided by the Contractor.
18. The Contractor’s Workmen who are employed for the subject work shall be insured under Employees Compensation Insurance duly indicating Shell / LHB / Fur division, ICF as work place.
19. The contractor shall employ staffs who have minimum education qualification of ITI or above.

20. Welders employed for TIG Welding shall have valid and appropriate Welder Qualifications as per the relevant procedure and sufficient field experience. TIG Welding Machines and other equipment deployed for the work shall have unique identification number and shall be that certified by competent person approved by AWTI / ICF. TIG Welding Machines and other equipment used shall be in good Working condition, with display panel for indication of welding parameters.
21. The Contractor shall employ only staff capable of doing subject work. All staff employed by the Contractor shall be physically fit to execute the work and shall have appropriate medical fitness.
22. The Contractor shall obtain permit cards for all employees deployed for the work from the Security commissioner / ICF through Safety Officer/Fur. Further, all the workmen engaged by the contractor shall wear uniforms while they are inside the ICF premises for easy identification.
23. The contractor will be required to work full day on Saturdays, Sundays and Holidays, including night shifts if need arises.
24. Measurement book will be signed only after submitting the necessary documents pertaining to work.
25. The contract workmen shall observe all rules and regulations and protocols as declared from time to time by the State and Central government at the expense of contractor (similar to COVID-19 protocol).
26. Supervisors shall have sufficient welding knowledge having minimum qualification of diploma in mechanical engineering. Firms shall identify and nominate a welding coordinator responsible for all welding operations. The welding coordinator should preferably have qualified as per ISO 14731 of IWE/IWT/IWS, diplomas awarded by Indian Institute of Welding or certificate from WRI/Trichy or AWTI/ICF.

PENALTY:

1. SSE/20/Sidewall will allot the work to the contractor.
2. The firm should ensure completion of minimum of two coach sets of subject work per day. The contractor should arrange sufficient man power to work as per the requirement. In case of any shortfall due to reasons within the control of contractor, Penalty @ Rs.5,000/- (Rupees Five Thousand Only) per shell per day shall be levied to the contractor.
3. In case of quality issues arising out of production of sidewall from customer shops, deviations raised to be attended within 2 days failing which penalty of Rs. 5,000/- per case shall be imposed on delay per day beyond the stipulated period.
4. Dy.CME/S-I decision is final on exemption of penalty.

ANNEXURE – SOR

SCHEDULE OF RATES
(To be filled in by the Tenderer)

1. Description of work: **ASSEMBLY AND TIG WELDING OF CARLINE ASSEMBLY COMPLETE OF KOLKATA METRO.**

2. Proposed Quantity & Rate: **For ICF's Estimated Rate, refer Pg. No.3**

Description	Quantity (In C/s)	Rate per C/s (Excl. GST)	Value (In Rs.)
Kolkata Metro Carline Assembly	**96**		
		Total Value (Excl. GST)	
		CGST @ 9%	
		SGST @ 9%	
		(or) IGST @ 18%	
		Total Value (Incl. of GST @ 18%)	

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

4. HSN code / SAC : **998882**

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 recovered from 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.
iv) The successful tenderer should ensure minimum wages for skilled/unskilled labourers.

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

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

(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. <u>PERFORMANCE GUARANTEE</u>

(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 be encashed in addition to forfeiture of Security Deposit available with railway.

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

i. Failure by the Contractor to extend the validity of the Performance Guarantee as described

herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

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 thiseffect by Engineer.

iii. The Contract being determined or rescinded under clause 62 of the GCC.

8.1 ADDITIONAL 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 an appropriate value with the President of India acting through the CWE/Shell, 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**, 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 thereunder.

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:

Ref: ACS No. 11 dt. 13.03.2026 of Indian Railway Standard GCC, April 2022 attached to Rly Bd. 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 the procurement process or to otherwise 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 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) If his bids are under 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 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.

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. 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).

3. **STATUTORY VARIATION CLAUSE IS APPLICABLE.**
4. **PRICE VARIATION CLAUSE IS NOT APPLICABLE.**
5. **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.
6. **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 is applicable.

7. **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.

8. **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.

9. **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.

10. 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. :

11. 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.

12. 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 contract labourers.

(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.

13. 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

14. 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.

15. 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.

16. 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.

16.1 <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 shramikkalyan 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 LoAs issued in his favour.
(c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances(LoA) / Contract Agreements of shramikkalyan 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 shramikkalyan portal on monthly basis.

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

(f) 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'.

17. 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.

18. 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. Four Labour codes will be applicable after coming into effect.

19. 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.

20. 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 conditions of Indian Railways Standard General Conditions of Contract (GCC), April 2022, as amended from time to time / Advance Correction Slips issued from time to time and special conditions mentioned herein and in the tender schedule as amended from time to time.**

INTEGRAL COACH 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) Act, 1970 are to be followed.
2. Adequate and appropriate tools shall be issued.
3. All instrument 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 toprevent 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 notpermitted 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 ofthe 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 work men 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 end use 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, a minimum penalty of Rs.5,000/- per person shall be imposed by ICF administration to the contractor. However if multiple violation of Safety instructions are noticed, the amount could be higher.
36. Recurrence on third occasion for the same contract would result in penalty of Rs. 50,000/- (Rupees Fifty thousands) and termination of contract.

DECLARATION BY CONTRACTOR

I undertake that all above conditions related with safety, Health and Environment will be followed by ourSupervisors & 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/Shell, 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 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.

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

ANNEXURE-IV

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 fulfil 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-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

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-IX

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.

Annexure-X

REVISED MODEL FORM OF BANK GUARANTEE BOND

GUARANTEE BOND FOR _____ (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 _____ (hereinafter 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 hereby 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 not withstanding 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 guaranteethereafter.

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……..

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.]

AGREEMENT FOR WORKS (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) Railway: Designation _____

Address _____ (For President of India)

Date _____ Date _____

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

Witnesses:

_____ _____

_____ _____

... End of Tender Document …