

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

TENDER DOCUMENT

NAME OF THE WORK:-

“Hiring & Maintenance of MIG/MAG Welding Sets for a period of 1 year at LHB Division/ICF”

TENDER NOTICE

No. ML/C/OT/05/Hiring/LHB/2025-26,

Dt:01.08.2025

IREPS Tender No.2025471211903-OT05-Hiring

(Centralised Tender No. 2025471211903)

TENDER CLOSING DATE & TIME: 25.08.2025 @ 15.00 Hrs

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

TOP SHEET

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Tender closing at 15.00 Hrs.		On. 25.08.2025

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

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

TENDER NOTICE No. ML/C/OT/05/Hiring/LHB/2025-26, Dt.01.08.2025
(IREPS Tender No: 2025471211903-OT05-Hiring)

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

Name of work	“Hiring & Maintenance of MIG/MAG Welding Sets for a period of 1 year at LHB Division/ICF”				
Schedule of Rates (Incl. of GST @ 18%)	Sch. Description (A)	Quantity per Month (In Sets) (B)	Period of Work (C)	Rate per Welding Set (Incl. of GST @ 18%) (D)	Total Value (In Rs) E = B x C x D
	Hiring of Welding Sets	38	01 year (12 Months)	15,800.00	72,04,800.00
	Total value (In. Rs.)				72,04,800.00
Total Value (Incl. of all)	Rs.72,04,800/- (Rupees Seventy Two Lakh Four Thousand and Eight Hundred Only)				
Cost of Tender Document	Nil				
EMD / Bid Security	Rs.1,44,100/- (Rupees One Lakh Forty Four Thousand One Hundred Only)				
Tender Inviting Authority	Dy. Chief Mechanical Engineer/LHB, Integral Coach Factory, Chennai – 38				
Tender validity period	60 Days				
Completion period	12 Months				
Eligibility criteria	Applicable as per Terms and Conditions.				
Tender Closing Date			Closing Time		
On 25.08.2025			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/ LHB/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	“Hiring & Maintenance of MIG/MAG Welding Sets for a period of 1 year at LHB Division/ICF”
Name and Address of the Tenderer	

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

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

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

Signature of the Tenderer with Address and Seal

Date:

SCOPE OF WORK

INTEGRAL COACH FACTORY, CHENNAI – 38

Scope of work for Hiring & Maintenance of MIG/MAG Welding Machines

The President, Union of India acting through the Chief Workshop Engineer/LHB, Integral Coach Factory Chennai - 38 is contemplating to entrust the job of “**Hiring and Maintenance of MIG/MAG Welding Machines for period of 1 year in LHB Shed/ ICF Chennai**”.

SCOPE OF WORK: -

Hiring and Maintenance of 38 Nos. of MIG/MAG Welding Machines for a period of 1 year in LHB Shed/ICF Chennai. A detail of scope of work is mentioned below.

I. FIRM'S SCOPE:

1. Supply of 38Nos. of MIG/MAG Inverter based technology Welding Machines with Input Voltage of Welding Machine should be 400V- 3Phase @ 50HZ. Machine Capacity should be 400Amps and **brand new MIG/MAG Welding Machines along with Feeder Unit** to be provided.
2. Air Cooled Type 36KD of 5 metres long Torch to be provided for all the 38 Nos of Welding Machines.
3. 5 metres length Gas Hose Pipe and Earth cable to be provided by ensuring proper grounding.
4. Maintenance of Welding Machine to be done by firm and if any damages in the welding machine, power source, wire feeder unit, earth cables, gas hoses, rollers, tips, nozzles, firm should immediately replace it within one hour of time and whenever required.
5. Ensure that all the Welding Sets are working in 2 Shifts, Supervisors and Technicians (if any) attending the fault of Welding sets must be available in following Working hours.

Days	Day Shift Timings	Night Shift Timings
Monday to Friday	07.00 – 16.30 hours	17.00 – 02.45 hours
Saturday	07.00 – 12.00 hours	12.30 – 16.45 hours
Sunday	Any Working on Sunday will be intimated with prior information.	

6. After the expiry of the Hiring period, the hired Welding Sets shall be taken back by the firm.
7. The prove out test certificate (PTC) for Hiring Welding Sets will be issued on Proving out the Welding capability of the welding set in the Welding. Table specification as follows.

Sl. No.	Material Specification	Material Thickness	Type of Joints
1.	AISI 409M + AISI 409M	3MM + 3MM	LAP, BUTT
2.	AISI 304 + AISI 409M	1.25 MM + 3MM	LAP, BUTT
3.	IRSM41 + AISI 409M	10MM + 3MM	LAP, BUTT
4.	IRSM 41 + IRSM 41	10MM + 10MM	LAP, BUTT
5.	EN10025 + EN10025	12MM + 12MM	LAP, BUTT

8. Welding machine to be calibrated for every one year by the Firm from the NABL approved Lab as per respective standards and calibrated certificate also submit for IMS documentation.
9. Firm must ensure that minimum of one qualified (Degree/Diploma) supervisor and technician (if required any) per shift available at work spot till completion of work. The supervisor must be trained to

handle any welding-related issues and coordinate with the work crew. The supervisor/staff must wear uniform and PPE's.

10. Sufficient number of spare parts to be kept readily available. The firm should submit the list of critical spares to ICF.
11. Regular maintenance of welding machines to be done on weekly basis with checklist and on-site technical support also required.
12. The firm should give the demonstration of operation of the machines to the welders at initially and certified the working condition of machine.
13. Firm should provide insurance coverage for the welding machines during transit and hire duration.
14. The firm's supervisor should collect feedback on a daily basis from the concerned section supervisor to monitor machine performance and identify any potential issues.
15. Criteria of Acceptance: For satisfactory performance and for payment of Hiring Welding Machines charges the firm should ensure availability of 95% of the welding sets with two shifts.
16. The firm shall ensure adequate safety measures like fire fighting/prevention arrangement.
17. The firm shall bear the entire risk of loss and damage to the equipment from any and every case whatsoever except force majeure conditions, during the period. No loss or damage to the equipment or any parts thereof shall impair any obligation of firm under this hiring period which shall continue in full force and effect through the term of hire.
18. The firm shall bear the entire risk of loss and damage and shall procure and continuously maintain and pay for risk insurance against loss of and damage to the equipment for not less than the book value of the equipment.
19. Periodical quality checks as per existing norms (for determining the quality of components produced on this machine) will be carried by the Firm. The Firm shall carry out necessary improvements in the machine/process in order to meet these standard quality requirements as and when required.
20. Quarterly payment will be made to the firm within 30 days from the end of that quarter subject to submission of the certificate for the satisfactory performance, on submission of the bill.
21. Certificate for the satisfactory performance will be certified by Dy. Chief Mechanical Engineer/LHB, based on the reports of the concerned SSE in charge of welding sets in the Shops, where the welding sets are located.
22. The Firm shall indemnify hire against, and hold harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from the delivery, possession.
23. The Firm shall supply and install 38 sets of any one of the following Calibrated MIG/MAG Welding Sets only in the identified sections of LHB Division of ICF for a period of one year from the date of issue of LOA by the ICF.

“FAST MIG PULSE 450” – model or higher equivalent model of M/s.KEMPPI India Private Limited

OR

“SIGMA2 500” – model or higher equivalent model of M/s. MIGATRONIC India Private Limited

OR

“SPEED TECH 505 SP” – model or higher equivalent model of M/s. LINCOLN Electric Company

OR

“ARISTO 500 ix CE” – model or higher equivalent model of M/s. ESAB India Private Limited

24. Each MIG/MAG welding set shall consist of the following:

- (a) Power Source with 3 phase cable of 5 meters length with De-contactor power plug,
 - (b) Wire feeder unit,
 - (c) Inter connection cable of 5 meters length with necessary connectors at both the ends and entirely covered with protective sleeve,
 - (d) Torch – 5 meters length,
 - (e) 5 metres length Gas Hose Pipe,
 - (f) Gas regulator with Dial Gauge type Flow meter,
 - (g) Earth cable of 5 meters length with “C” clamp,
 - (h) And any other applicable items (like rollers, tips, nozzles) as mentioned before.
25. All the PCBs – Display Board, Main Board and Control Board in the MIG/MAG welding sets, Any other applicable items – if found to be defective / become defective during the Hiring period, shall be repaired / replaced, by the Firm only.
 26. Accessories of the Wire Feeder and Power Source – like Euro connector, Rear Cover, Male and Female Connectors, Male and Female machine sockets, Any other applicable items - if found to be defective / become defective during the Hiring period, shall be repaired / replaced, by the Firm only.
 27. Any failure in the Inter Connection Cable assembly – consisting of the Arc Cable, 7 Core Cable, Gas Hose, Nipple and Nut, Gas Connector, Any other applicable items – are to be repaired / replaced by the Firm only during the Hiring period.
 28. Electrical Spares, if any are required to be replaced / repaired during the Hiring period shall be done by the firm only
 29. The Earth cable with “C” clamp – which become defective due to wear and tear / if found to be defective at any time – shall be repaired / replaced by the Firm only during the Hiring Period.
 30. Mechanical Spares in the Wire Feeder – Gear Wheel, Drive Rollers, Pressure Rollers, Tightening assembly, Guide tubes, Wire Spool Hub assembly, any other applicable items – which become defective due to Wear and Tear / if found to be defective at any time – shall be repaired / replaced by the Firm only during the Hiring Period.
 31. The Power Source Trolley / Wheels / Wheel hub / Any other applicable items - which become defective / if found to be defective at any time – shall be repaired / replaced by the Firm only during the Hiring Period.
 32. Any breakdown in the welding sets shall be cleared within 2 hours by the Firm. Penalty shall be imposed on the Firm if the breakdown is not cleared within the stipulated time of 2 hours. Otherwise suitable machine replacement may be given for smooth production. Additional welding sets not less than 3 sets may be kept at a place under the Firm control.
 33. Preventive Maintenance of the welding sets shall be carried out every week by the Firm.
 34. The Firm shall ensure that 95% of the welding sets are working in two shifts daily on 100% duty cycle without any defects. Penalty shall be imposed on the Firm if any of the welding sets are not working / are not given for production work on any day.
 35. The Firm shall check all the welding sets daily for proper working.

II. EXIT CLAUSE:

- a. If any point of time during the period of Hiring, ICF decided to exit from this Hiring contract
 - i. ICF shall issue notice in writing to the Firm giving 3 months clear notice period.
 - ii. The Firm shall keep all the machines in good working condition till the time of exiting.
 - iii. The following payments will be made to the Firm by ICF during exit:-**
 1. Dues, if any, will be settled in accordance with the conditions of the agreement

iv. For the above purpose the following costs will be furnished by the tenderer in the bid:

1. Cost of the dry leased welding sets

b. If the Firm decides to exit from the Hiring agreement, then the firm will serve three months clear notice to ICF in writing. The exiting by the firm shall be treated as termination of contract or short closure and shall be dealt as per the terms and conditions contained in the GCC - 2014 or latest.

III. ICF SCOPE

- a. Electrodes, Welding coil, compressed air, water (as available), Electricity, Handling equipments and EOT crane shall be provided by ICF.
- b. Provide covered space for installation and commissioning of equipment.
- c. Welders for operating Welding Machine will be provided by ICF.

PENALTY CLAUSES:

- a. **If the Firm fails to arrange for the full daily requirement of Welding Machine on any working day such case will be dealt severely and a sum equivalent to 150 % of the rate accepted per day per Welding Machine in short will be imposed as penalty on the Firm on each case for the number of Welding Machines short per day.**
- b. Failure to ensure the Hiring Machine. Penalty shall be calculated as percentage of quarterly payment and will be deducted from the respective quarterly payment. Penalty calculation will be done as per the details given below.

Sl. No.	Breakdown period	Applicable Penalty
1.	Up to 2 hours	Nil
2.	2 to 4 hours	10% of the Hiring value of one welding set for every one hour (or part thereof) reduction in availability of the welding set above 2 hours apart from deduction for the non-worked hours on pro rata basis
3.	4 to 6 hours	20% of the Hiring value of one welding set for every one hour (or part thereof) reduction in availability of the welding set above 4 hours apart from deduction for the non-worked hours on pro rata basis.
4.	Above 6 hours	No payment for the welding set + 150% of Hiring value of one welding set shall be levied as penalty till the welding set is replaced on pro rata basis.

- c. If any staff found without proper uniform/overcoat or required protective gear (PPE's) viz., safety shoes, gloves etc., then a penalty of Rs. 500/- (Rupees Five Hundred only) per person per day will be deducted from the bill of the Firm.
- d. If any staff found using a mobile phone during the working hours, then a penalty of Rs. 500/- (Rupees Five Hundred only) per person per day will be deducted from the bill of the Firm.
- e. If any staff found without a proper ID Card, then a penalty of Rs. 200/- (Rupees Two Hundred only) per person per day will be deducted from the bill of the Firm.
- f. For any legal and statutory requirement non – compliance/violation, a penalty of Rs. 500/- (Rupees Five Hundred only) per violation will be levied.
- g. All the penalty amount will be doubled for repeated cases after issue of Caution letter from ICF to Firm.
- h. In case of any accident or mishap resulting in loss damage to property or life, the sole responsibility for any legal or financial implication shall rest with the Firm
- i. In any case, the decision of the Engineer (officer in-charge), Dy. CME/LHB is final.
- j. Any correspondence may be given to Dy. CME/LHB, Office of the CWE/LHB, ICF, Chennai- 600038

ANNEXURE - SOR**SCHEDULE OF RATES**
(To be filled in by the Tenderer)

1. Description of work: **Hiring & Maintenance of MIG/MAG Welding Sets for a period of 1 year at LHB Division / ICF**
2. Proposed Quantity & Rate: **For ICF's Estimated Rate, refer Pg. No.3**

Sch. Description (A)	Quantity per Month (In Sets) (B)	Period of Work (C)	Rate per Welding Set (Incl. of GST @ 18%) (D)	Total Value (In Rs) E = B x C x D
Hiring of MIG / MAG Welding Sets	38	01 year (12 Months)		
Total Value (Excl. GST)				
CGST @ 9%				
SGST @ 9%				
(or) IGST @ 18%				
Total Value of Contract (Incl. of 18% GST)				

3. Total Value of the Contract (In Words) :
4. HSN code / SAC : (to be mentioned by the Tenderer)
5. GSTIN Number of the Tenderer :

Signature of Tenderer with Seal and Address.

Note:

- No price variation on any account will be allowed.
- 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.
- *GST as applicable on the date of invoice will be recovered or paid as per GST rules.
- 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. 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 works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore

- (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 **before the closing date for submission of bids i.e., excluding the last date for submission of bids.**
 - 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.
- 6. **VALIDITY:** 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.

7. **PERFORMANCE GUARANTEE**

- (a) The procedure for obtaining Performance Guarantee is outlined below:
The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21

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

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

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

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

- (i) A deposit of Cash; Payments to ICF will be accepted by DD/Direct payment to ICF account with UCO Bank / SBI and the same can be paid through UCO Bank or SBI with whom ICF is having Deposit account.
- (ii) Irrevocable Bank Guarantee.
- (iii) Insurance Surety Bond as per Annexure-XVII.

Note: 1. The provision of Insurance Surety Bond shall be for all contracts having DOC within 36 months only.

2. In case DOC extends beyond 36 months, fresh Insurance Surety Bond or any other form of Performance Guarantee prescribed in GCC for the balance amount shall be submitted by agency, otherwise necessary action will be taken as per terms of Agreement.

- (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.
- (a) 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.
 - (b) 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.
 - (c) 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 this effect by Engineer.
- (iii) The Contract being determined or rescinded under clause 62 of the GCC.

8. SECURITY DEPOSIT: (5% of the Total Contract Value)

- a) The Bid Security deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfilment of the contract by the Contractor. The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered/submitted by him. 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) Further, in case of contracts having value equal to or more than Rs.50 crore (Rupees Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Standard General Conditions of Contract.

Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Bid Security deposited by the Contractor with his tender will be returned by the Railways.

Note: After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.

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) **In this Case, there is NO MAINTENANCE PERIOD.**

Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited. No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 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. for the firm per procuracionem.
- In the case of limited companies and firms registered under the Indian Partnership Act, the capacity in which he/she is signing should be specified e.g. Director, Managing Director, Manager, Secretary, Partner or Attorney as the case may be. The document empowering the individuals to sign on behalf of the firm etc. should be produced if required. In case of un-registered firms, all the partners or any attorney duly authorized by all of them or a duly authorized Manager of the firm should sign the tender and all connected documents.
11. The tenderer shall be required to execute an agreement on a stamped paper of value of Rs.20/- with the President of India acting through the CWE/LHB, Integral Coach Factory, Chennai – 600038 for the execution of the work, based on accepted rates and conditions in such form as the Administration may prescribe.
12. The tenderer is required to state in the tender his/her address, fully and correctly. It is to be distinctly understood that any communication sent by post or deliverer to the address of the tenderer as given in the tender papers shall be deemed to have been duly served on the tenderer in proper time.
13. The tender form is not transferable.
14. The tenderer whose tender is accepted shall be required to appear at the office of the **CWE/Shell**, 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.

ELIGIBILITY CRITERIA AND CREDENTIALS

(As per Indian Railways Standard GCC, April 2022 & as amended from time to time)

1. Technical Eligibility Criteria:

The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited.

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender,
OR
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender,
OR
- (iii) One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

1.1 SIMILAR WORK:-

The Contractor either should be an OEM or an authorized service dealer or an authorized distributor of welding sets of KEMPPI / MIGATRONIC / LINCOLN / ESAB make.

- a) In case of OEM / Authorized distributor, the tenderer should submit the proof of signed purchase orders and signed Receipt(s)/Delivery Challans of the make of Welding Sets mentioned above that have been sold by them (within 7 years as said above).
- b) In case of Authorized Service Dealer, the tenderer should submit the proof of payment (signed Bills) received towards the repair/maintenance work carried out with the make of Welding Sets mentioned above (within 7 years as said above).
- c) Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs.500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated / registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.
- d) In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

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

V= Advertised value of the tender in crores of Rupees

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

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

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

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

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

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

Railway shall submit along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc. regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of Certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to five years. (b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security (EMD), Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to five years.
- (vii) Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
- (viii) Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the , Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected up to latest correction slips, mentioned in tender form (First Sheet).

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

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

NOTE:

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

OTHER IMPORTANT CONDITIONS OF CONTRACT.

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

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

1.1 Care in Submission of Tender :

- (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken in to account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause 37 of the Standard General Conditions of contract for the completion of works to the entire satisfaction of the Engineer.
- (ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Tax Act, 2017 (IGST)/Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective state's state Goods and Service Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (UTC) likely to be availed by them is duly considered while quoting rates.
- (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (iv) In case the successful tenderer is not liable to be registered under CGST /IGST / UTGST/ SGST Act, the Railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.

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

3. VITIATION CLAUSE: NOT APPLICABLE.

- 4. 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.
- 5. 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) All the other penalties mentioned in the Scope of Work is applicable to this Tender.

- 6. 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.

7. INSPECTION: As per Scope of Work.

8. PAYMENT:

- (A)** No advance payment will be made. The contractor shall submit the bills along with Completion Certificate duly certified by the competent authority, Once in a month in a 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.

- (B) 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.

9. Option for the supplier/contractor to take payment from Railways through a letter of Credit (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 present 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.	:
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10. 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.

11. 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.

12. 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

13. 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.

14. 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.

15. 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 aforesaid 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.

15.1 Payment of Wages Act

- 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 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - (d) After approval of LoA by Engineer; contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment 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 "I have 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'.

16. 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.

17. THREE LABOUR CODES

Three Labour codes viz., Industrial Relation Code, Occupational Safety, Health and working Conditions Code, and social Security Code will be applicable for this tender.

18. 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.

19. POLICE VERIFICATION:

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

ARBITRATION

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

GENERAL CONDITION

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

INTEGRAL COACH FACTORY, CHENNAI-38.
(Shell &Furnishing / LHB Divisions)

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

**Signature of Proprietor/Owner/Contractor
With company seal**

Officer Executing Contract

TENDERER's DECLARATION FORM

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

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this 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 sum of ₹ _____ has already been deposited online as Earnest Money (BID SECURITY). Full value of the Earnest Money 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 Earnest Money.
5. We are a 100% Govt. owned PSUs and hence exempted from payment of Earnest Money.
6. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Earnest Money. GCC July 2020.
7. 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 Tenderer(s)

Date _____

Address of the Tenderer(s)

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.

DETAILS OF WORKS EXECUTED SIMILAR TO THIS TENDERED WORK

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

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

Note :-

- 1) Details of Works executed **Similar to tendered work** as per the above format duly signed by the Tenderer shall be enclosed separately.
- 2) Certificate from Authority concerned/employer duly attested to be attached.
- 3) Certificates from Private individuals for whom such works are executed shall not be accepted.

DETAILS OF WORKS IN HAND

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

Note :

- 1) Details of Works on Hand as per the above format duly signed by the Tenderer shall be enclosed separately.
- 2) Certificate from Authority concerned/employer duly attested to be attached.

List of Completed work by Tenderer

SI 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

(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 (tendering firm) hereby solemnly affirm and state as under:

1. I/we certify..... that (constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry/Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership 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** has 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.

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 –VIB of GCC

Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT

Each Bidder or each member of a JV must fill in this form separately:**NAME OF BIDDER/JV PARTNER:**

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

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

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.	

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

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

Note:-

- 1) Details of Works carried out during last seven Financial years & in the current financial year as per the above format duly signed by the Tenderer shall be closed separately.
- 2) Certificate from Authority concerned/employer duly attested to be attached.
- 3) Certificates from Private individuals for whom such works are executed shall not be accepted.
- 4) Works Carried out means
 - a. Service / Maintenance work carried out for the Welding Sets
(or)
 - b. Welding Sets supplied to others so far.

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.

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.

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 notwithstanding any dispute or disputes raised by the contractor(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.
4. We _____ (Indicate the name of the bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Letter of Acceptance/Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Letter of Acceptance/Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/department), Ministry of _____ certified that the terms and conditions of the contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We _____ (Indicate the name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and 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.
6. 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.....

AGREEMENT FOR WORKS (DRAFT)

Contract Agreement No. _____, dt. _____ of Value of Rs.

ARTICLES OF AGREEMENT made this.....day of.....2023 between the President, Union of India acting through (_____), Integral Coach Factory, Chennai-38 (herein after called the Railway of the one part and M/s whose postal address is , Represented by (Name and Address of the person (herein after called the contractor) of the other part.

WHEREAS the contractor has agreed with the Railway for the performance of the work of as set-forth in the specification hereto annexed and in accordance with the conditions of contract and WHEREAS, in the performance of the said work in an act in which the public are interested.

Now this indenture witness-eth that in consideration of the payments to be made by the Railway, the Contractor will duly perform the said work, in the said schedule set-forth and shall execute the same with great promptness, care and accuracy in a workmanlike manner to the satisfaction of the Railway in all respects and will complete the same in accordance with the said specifications and said conditions of contract, which shall all be deemed to form part of this contract on or before the -----and will maintain the said works for a period of nil 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 had been fully set-forth herein.)

The Contractor shall commence the work on the date specified in the letter of acceptance of the tender and will carry out the work ofFor this purpose adequate number of coaches will be supplied to the contractor at site of work in convenient lots. And the Railway doth hereby agree that if the contractor shall duly perform and comply with the said terms and conditions of this contract in all respects the Railway will pay or cause to be paid to the contractor for the said work on the final completion thereof the amount due in respect thereof at the rates specified in the schedule hereto annexed.

It is hereby agreed and declared that all the provisions of the said specifications schedule of rates and Special and General Conditions of contract shall be binding upon the contractor and upon the Railway as if the same has been repeated herein and shall be read as part of these presents.

In the event of any dispute between the two parties, the matters may be referred to arbitration by the arbitrator/s appointed by GM/ICF as per provisions of Cl 64 of GCC as amended from time to time and Arbitration & Conciliation Act, as amended from time to time. The decision of the arbitrator shall be final and binding upon both parties of this agreement. The place of arbitration will be in Chennai. The courts in Chennai shall have exclusive jurisdiction in all the Disputes/Claims/Matters arising out of this agreement.

In witness whereof the parties to these presents have hereunder set their hands the day and year first above written.

Signature of the Railway Officer
for and on behalf of the president of India

.....

In the presence of the duly constituted
attorney
of and for and on behalf of

.....
(Signature of witness)

Who has signed these presents in the presence
of:

.....
(Signature of contractor)

1).....
(Signature of witness with Name & Address)

2).....
(Signature of witness with Name & Address)

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),.....Railway,..... (hereinafter called "The Railway") having accepted the bid of M/s XXXXXX 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 full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will 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 fulfillment 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@sbigenral.in].

Place.....

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

Witness

1.

2.

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

****** End of Tender Document ******