

## Bid Document

Bid Details	
<b>Bid End Date/Time</b>	05-08-2021 19:00:00
<b>Bid Opening Date/Time</b>	05-08-2021 19:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	45 (Days)
<b>Ministry/State Name</b>	Ministry Of Railways
<b>Department Name</b>	Na
<b>Organisation Name</b>	N/a
<b>Office Name</b>	Secr
<b>Item Category</b>	Goods Transportation service - Monthly Based Service - Outside state; OHE and PSI materials and maintenance staff; Open Body Taurus
<b>Contract Period</b>	2 Year(s)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>SHG Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Estimated Bid Value</b>	1630164
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Required	No
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### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00

Duration of ePBG required (Months).	26
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(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

FA and CAO S.E.C.Railway

O/o SrDEE/TRD/NGP S.E.C.Railway, 4th floor control building, Kingsway Nagpur

(Fa And Cao, S.e.c.railway, Bilaspur Payble At Nagpur)

**Splitting**

Bid splitting not applied.

1. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc.

This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Additional Qualification/Data Required**

**Goods Transportation Service - Monthly Based Service - Outside State; OHE And PSI Materials And Maintenance Staff; Open Body Taurus ( 1 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Type of Transport	Outside state
Nature of Goods	OHE and PSI materials and maintenance staff
Type of Truck	Open Body Taurus
Size / Weight of vehicle	16 FT Truck
Usage Variant	Upto 1500 Kms
Area of Operation	Plains
<b>Addon(s)</b>	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
Handling	NA

## Additional Specification Documents

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Service Number of Vehicles for regular basis	Additional Requirement
1	Ravi Kant Ranjan	481776,OFFICE OF SSE OHE PSI NIR, NEAR NAINPUR RAILWAY STATION	1	<ul style="list-style-type: none"><li>• Total No. of Trucks required – On call basis (If not required please input 0) : 0</li><li>• Estimated Number of Trips during contract Period : 2000</li><li>• Duration in months (for the trucks required on call basis) : 0</li><li>• Duration in months (For Regular basis) : 24</li></ul>

## Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer Added text based ATC clauses

### South East Central Railway

Schedule for Hiring of 9T Truck for carrying OHE material & staff for the maintenance

Sr No.	Schedule	Qty	Unit	Rate	Total value in Rs
1	Lumpsum charges of placement of 9 T capacity truck with contractor's Driver for a period of two years (24 months).	600	Days	1867.34	1120404.00
2	Rate per Km running of Truck of 9 T Capacity with Contractor's fuel etc.	36000	KM	14.16	509760.00
				Total	1630164.00

## **EXPLANATORY NOTE FOR SCHEDULE OF RATE & QUANTITY**

### **Item No. 1-**

The rates for placing of vehicle in fit-to-run condition including wages of Driver, payment of RTO charges, any extra road tax/charges, during running of vehicle levied by State/Central Govt or any other agency fixed by State/Central govt. for the purpose, inter-state permits for MP, Maharashtra, CG, insurance charges, maintenance cost of vehicle, cost of consumables (excluding fuel) etc.

### **Item No.2-**

The rate consists of running charges per kilometer and includes cost of fuel and any other consumable required for running of vehicle.

## **Eligibility Criteria for the tender**

The vehicle should not be more than 3 (Three) years old and should not have run more than 300000 (3 Lakh) kilometer as on date of opening of this tender. The vehicle should be in good fettle at the time of hiring.

## **GENERAL CONDITIONS OF CONTRACT & INSTRUCTIONS TO TENDERERS FOR THE WORK.**

### **1. GENERAL INSTRUCTIONS TO TENDERERS**

1.1 Tender have been invited for and on behalf of the President of India through Gem for the work mentioned against the tender notice number available in the website. Tenderers are to bid online only in the website. All Mandatory fields marked with (\*) have to be filled in by the tenderer. No Manual offer is acceptable against this tender. No Tender document in hard copy will be sold against this tender. Please read the Instructions to Tenderers, General Conditions of Contract, Special Condition of Contract before filling the e tender through online.

1.2 E-Tender forms are not transferable and the same is to be submitted with digital signature by the Tenderer already registered with the site.

- 1.3 The submitted e-tender forms will be considered as digitally signed by the tenderer as a confirmation from the tenderer that the tenderer has read, agreed and accepted all the conditions and laid down documents as well as Schedule of Tender, General and Special Conditions.
- 1.4 The tender offer complete in all respect and with all documents is to be submitted online by e-tendering process through the GeM portal before the closing time/date of this tender as mentioned in the NIT (Notice Inviting Tender). No manual offers shall be accepted.
- 1.5 This document is the Standard Tender Document which consists of the Instruction to the Tenderers, NIT (Notice Inviting Tender), General Conditions of the Tender, Special conditions of the tender, Tender schedules, Specifications of the works & various Annexures etc. All the above-mentioned documents taken together if not scored off, shall constitute the complete tender document hereafter referred to as Tender Document & have to be read together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.
- 1.6 The Railway and the website will have no responsibility for incorrect evaluation of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled in correctly and unambiguously for each item. No claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained. For this the tenderers are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.
- 1.7 In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of GeM portal who will render all help and assistance related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for nonparticipation in the e-tender online for the reasons related to the website and portal or server etc. beyond the control of railways.
- 1.8 Railway will not take the responsibility for any online payment made by the tenderer and debited from his/their account towards the tender cost or Earnest Money due to wrong or mis-manipulation or any reasons related with the IT or found unsuitable for the tender etc. In this regard Railway will not entertain any claim or refund the paid amount.
- 1.9 All documents uploaded or information furnished in the website are digitally signed by the competent authority.

## **2. THE SCHEDULE OF WORKS.**

- 2.1 The Schedules of Works is also available separately in the website online and Rates are to be quoted online and submitted online duly signed digitally.

## **3. OPENING OF TENDER.**

- 3.1 Opening of e-tender online:- The e-tenders will be opened online using the GeM portal. No representative is required to be present for opening of tender and taking notes of rates quoted and ranking as the complete details of rates etc. of all the bidders shall be available to the bidders in the website after the opening of the tender.
- 3.2 In case the date of closing mentioned in the Notice Inviting Tender is declared a holiday/bandh/strike etc. on any account, the date of closing tender online will not be changed as the application in the website of GeM does not permit submission of any offer after closing date and time of the tender. However, opening of tenders online will be on any convenient day after the closing date/time of tenders.

#### **4. SUBMISSION OF DOCUMENTS IN SUPPORT OF ELIGIBILITY CRITERIA.**

- 4.1 All documents in support of fulfillment of the eligibility criteria with respect to completion of Similar nature of work for Technical Eligibility Criteria and Total gross contractual receipt value for Financial Eligibility Criteria should be uploaded online in the website with scanned copy in pdf format at the time of tender bidding with details showing in the Annexures.
- 4.2 The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self attested/digitally signed by the tenderer
- 4.3 Credentials required to be submitted by the tenderer mandatory along with tender document: The tenderer shall submit a declaration stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as annexure-A. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Railway to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.
- 4.4 In case of any wrong information submitted by tenderer, the contract shall be terminated, Performance Guarantee(PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railways for 5 (five) years.
- 4.5 The Railway reserve the right to verify all statement, 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.

## **5. Security Deposit:**

- 6.1 As per IRGCC-July 20: 16. (1) 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. 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. Further, in case of contracts having value equal to or more than Rs. 50 crore (Rs 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.. 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.

16.(2)(i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) 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). 16. (2) (ii) 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. 16.(3) No interest shall be payable upon Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.

## **6. Performance Guarantee(PG).**

- 6.1 As per GCC: 16.(4) The procedure for obtaining Performance Guarantee is outlined below: (a) 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 upto 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. (b)The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 3% of the contract value: (i)A deposit of Cash; (ii)Irrevocable Bank Guarantee; (iii)Government Securities including State Loan Bonds at 5% below the market value; (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks; (v)Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks; (vi)Deposit in the Post Office Saving Bank;(vii)Deposit in the National Savings Certificates; (viii) Twelve years National Defence Certificates; (ix)Ten years Defense Deposits; (x)National Defense Bonds and (xi)Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted. (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 upto 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.

- 6.2 (d)The value of PG to be submitted by the Contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the Contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (five percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with Railways, shall be returned to Contractor as per his request duly safeguarding the interest of railways (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the working all respects satisfactorily. (f)Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be cashed in addition to forfeiture of Security Deposit available with railway.(g)The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described hereinabove, 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.

- 6.3 The successful bidder shall submit the performance Guarantee (PG) in any of the following forms, amounting to 3% of the contract value A. Deposit of Cash. Irrevocable Bank Guarantee. If performance guarantee (PG) in the form of Bank Guarantee is submitted, it should be sent directly by the respective bank to the concerned authority addressed to Sr. Divisional Electrical Engineer(TRD, SEC Railway Kingsway Nagpur 440001(MS)under registered post AD and the stamp duty for Bank guarantee (Non judicial stamp)applicable @ Rs.100/- The said stamp duty is also applicable for extension of bank guarantee. Government Securities including State Loan Bonds at 5% (Five percent) below the market value. Deposit Receipt, Pay orders, Demand Drafts and Guarantee Bonds. These forms of performance Guarantee could be either of State Bank of India or any of the Nationalized Banks. Guarantee Bonds executed or Deposits Receipts tendered by all schedule Banks; A Deposit in the Post office Saving Bank; A Deposit in the National Saving certificates; Twelve years Defence certificates. Ten years Defense Deposits; National Defense Bonds and Unit Trust certificates at 5percent below market value or the face value whichever is less. Also FDR in favour of FA & CAO, S.E.C. Railway (free from any encumbrance) may be accepted.

7. **Wages to Labour:** The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said



Act") and the Rules made there under in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract. If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor. If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

8. **A. Apprentices Act:** The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract. If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.
9. **Provisions of Payments of Wages Act:** The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be money payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

#### **10. Provisions of Contract Labour (Regulation and Abolition) Act, 1970:**

- 10.1 A.(1)The Contractor shall comply with the provision of the contract labour(Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claim sunder the aforesaid Act and the Rules.

- 10.2 (2)The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.
- 10.3 A.(3)The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub contractors in connection with the said work, as if the labour had been immediately employed by him.
- 10.4 A.(4)In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable
- 10.5 A.(5)In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub- Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.
- 10.6 B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:The Contractor shall comply with the provisions of Para 30 & 36-B of the 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 the Rules.
- 10.7 (i) Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under: (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request. (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour. (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA) /Contract Agreements on shramik kalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request. (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramik kalyan portal on monthly basis. (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period. (ii) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in'till \_\_\_\_Month, \_\_\_\_Year."

## 11.SETTLEMENT OF DISPUTES -INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

will be governed as per Indian Railways Standard General Conditions of Contract, July-2020 corrected upto date.

- 12.The tender form is not transferable.
- 13.General conditions of contract and specifications for materials and works are laid down in General Conditions of Contract and Standard Specifications -2020 of Railway Board, which can be seen at the office of Sr. DEE(TRD),S.E.C. Railway, Nagpur, or had on payment of Rs. 100/-. These terms & conditions form part of the contract are applicable, unless & otherwise, mentioned in the special conditions and specifications.
- 14.The tenderer(s) shall quote his/her rates as percentage above or below the basic rates given in the tender schedule enclosed. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway accepts no responsibility for their accuracy. The Railway does not guarantee work under each item of the schedule. The tenderer(s) shall quote his/their rates in figure in ENGLISH only in the Tender form giving the rates both in figures and words in percentage above/below the departmental estimated cost which can be seen at page. No multiple rates, and/or conditions under any circumstances to be quoted by the tenderer/s otherwise his/their tender/offer shall be summarily rejected.
- 15.The works are required to be completed within twenty four months from the date of issue of letter of acceptance.
- 16.Tenders containing corrections and alterations in the Tender documents are liable to be rejected. Any corrections made by the tenderer/tenderers in his/their entries must be attested by him/them.
- 17.It shall not be obligatory on the said authority to accept the lowest tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender.
- 18.If the tenderer(s), deliberately give(s) wrong information in his/their tender, or create(s) circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.
- 19.If the tenderer expires after the submission of his tender or after the acceptance of his tender the Railway shall deem such tender as cancelled. If a partner of a Firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled unless the Firm retains its character.

20. Tender must be accompanied Bid Security Declaration by contractor in lieu of Bid Security earnest money, failing which the tender will be summarily rejected.
21. Non-compliance with any of the conditions set forth herein above is liable to result in the tender being rejected.
22. It is to be clearly understood that this schedule is based on a rough assessment. The Railway administration reserves the right either not to award any or all of the works to the Contractor, to increase or decrease the volume of works without assigning any reasons. For such curtailment or increase in the works the contractor will not be entitled to any compensation whatsoever.
23. The authority for acceptance of the tender will rest with the Sr. DEE/TRD/NGP, S.E.C. Railway, Nagpur who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons declining to consider any particular tender/tenders. The Railway also reserves the right to accept tender either for full quantity of works or a part thereof or divide the works amongst more than one tenderer without assigning any reason for such action.
24. The successful tenderer/s shall be required to execute an agreement with the President of India acting through the Sr. DEE/TRD/NGP for carrying out the work according to General Condition of Contract July-2020 & Indian Railway Unified Standard Specifications (Works and Materials) Volume I & II of 2010 of Engineering department duly updated with correction slips up to date of opening of tender.
25. The tenderer shall keep the offer open for a minimum period of 45 days from the date of opening of the tender within which period tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his security deposit for due performance of the foregoing stipulation.
26. When the tender is received by the Administration, it will be understood that the tenderer(s) has/have gone through carefully in details all the instructions, conditions, general and special conditions of the contract and all general and special instructions for execution of the works and that the tenderer(s) has/have got himself/themselves clarified all points and doubts and interpretations by the proper authorities of the Railway Administration.
27. The tenderer(s) shall quote his/their rates inclusive of all charges including all taxes levied by the Union of India or State Government including Sales Tax, etc.

28. When work is tendered for by a Firm or Company of contractors the tender shall be signed by the individual legally authorized to enter into commitments on their behalf. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the Firm subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractors as mentioned below: a) for initial vetting Rs.100.00 b) for subsequent vetting RS.50.00
29. The tenderers shall specifically and fully disclose their respective constitutions and submit along with tender attested copies of documents like partnership deed, articles, and memorandum of association, etc, if any, in support of such disclosure. If a tenderer is a firm i.e. partnership business, it should be stated whether the same is registered under the Indian Partnership Act, and the name and address of all the partners of the Firm should be fully disclosed. The Railway administration shall always have the liberty to require production of the originals of the said documents and also to make other requisitions regarding the constitution as may be considered necessary from time to time.
30. Should tenderer find discrepancies, omissions from the drawing or any of the tender form or should be in doubt as to their meanings he should at once notify the authority inviting tenders who may send written instructions to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
31. The places/locations where contractor's vehicles are permitted to ply adjacent to the running lines, contractors are required to erect bamboo barricades 10 ft. away from the center of the track to give an indication to the plying vehicles. To keep strict watch on the barricade, Railway Administration will post an experienced Gang man to act as a Flagman at the locations to prevent accident. Wages involved for posting of such Flagman shall be borne by the contractor.
32. If the work is cancelled before commencement or is terminated during execution in accordance with the conditions prescribed General Condition of Contract September-2020 & Indian Railway Unified Standard Specifications (Works and Materials) Volume I & II of 2010 of Engineering department duly updated with correction slips up to date of opening of tender and the Railway Administration reserves the right to invite fresh tenders for the whole or any portion of work.
33. In the event of loading of ballast, stone chips, bricks and cinder etc. into wagons by the contractors, if the wagons be found running under-loaded resulting in wastage of valuable wagon capacity the freight charges wasted on account of under-loading of wagons should be payable by the Contractor responsible for the under loading of wagon.

- 34.The security deposit as per the prescribed slab will be built up by way of 6 %deduction from the periodical payments to be made on-account of the work done.
- 35.Where the contractor declines to deposit the initial security deposit separately with the Railway, the prescribed amount may be adjusted from the permanent earnest money partly may be advised to recoup the short fall, in case of his failure to do so any other tender submitted by him against the permanent earnest money shall not be considered as valid.(c)This, however, does not preclude the Railway Administration from forfeiting a specified earnest money in each case of any default on the part of contract as laid down in the particulars and instructions to the tenderers and whenever the whole or any portion of the lump-sum earnest money deposited is so short of prescribed SEM deposit within one month of the notice of such forfeiture and none of his tenders will be considered till the shortfall is made good.
- 36.The tenderer whose tender has been accepted shall be required to appear at the office of Sr. DEE(TRD)/Nagpur as the case may be in persons or if a Firm or Corporation a duly authorized representative shall so appear and to execute the contract documents within seven days after which that the contract has been awarded to his/them, failure to do so shall constitute a breach of agreement effect by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall be forfeited without prejudice to any other rights or remedies.
- 37.In the event of any tenderer whose tender is accepted shall refuse to execute the contract documents as herein before provided, The Railway may determine that such tenderer has abandoned the contract and there upon his tender and the acceptance thereof shall be treated as cancelled and the Railway shall be entitled to to recover the liquidated damages for such default.
- 38.The work will be carried out on fixed programme approved by the Sr. DEE/TRD/NGP. The method and system of carrying out the work will be described by him or his representatives.
- 39.The deduction of Income Tax at source at the rate of 2% shall be made from the contractor's bill in terms of provision in section 194 - C of the Income Tax Act 1961.
- 40.Any variation in tax structure/rate due to introduction of GST, shall be dealt with under Statutory Variation clause.

41. **PAYMENT TERMS(a)ON ACCOUNT and FINAL BILL**-100% payment will be released for each item after completion of work in all respect as mentioned in Schedule of Rate & Quantity. NOTE-Tenderer to give consent in a mandate form for receipt of payment through ECS/EFT, the following particulars are to be given by the tenderer while quoting their offer. i)Details of Bank A/c in a line with RBI guideline for the same. These details will include Bank Name, Branch Name& address, Account type, Bank A/c No. & Bank & Branch Code as appearing on MICR cheque issued by bank. ii)Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information (as mentioned in para (i) above. iii)In case of non-payment through ECS/EFT or where ECS/EFT facility is not available, payment will be released through cheque.iv)Contractor has to submit a Tax invoice with GST registration No. v)With GST act in force, it will be the responsibility of service provider(i. e.contractors) to submit the invoice (bill) duly segregating the GST components from the Gross amount of executed.
42. In case of any dispute or ambiguity the provisions of new GCC issued in July-2020 will be prevailed.
43. The bidders have to make payment towards tender document cost and earnest money against instant tender through online payment modes like net banking; debit/credit cards etc. available on IREPS portal, Otherwise their e-tender will be summarily rejected.
44. Cost of Tender form is not refundable under any circumstances.
45. **Earnest Money:** (a) Tender must be accompanied Bid Security Declaration by contractor in lieu of Bid Security earnest money. (b)The Tenderer(s) shall keep the offer open for a minimum period of 45 days (in case of two packet system of tendering 60 days) from the date of opening of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is /are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Sr. DEE/TRD/NGP/SEC Railway
46. The tender/contract will be governed by General Condition of Contract- July-2020 & Indian Railway Unified Standard Specifications (Works and Materials) Volume I & II of 2010 of Engineering department duly updated with correction slips up to date of opening of tender.
47. Tender form is not transferable under any circumstances. The tenderer/s are advised to furnish the details (i) Beneficiary Name (ii) Account No. (iii)Type of Account (iv) Bank (v) City (vi) Branch (vii) Remarks if any.

48. Amendment to PVC clause in works contract vide Railway boards letter No. 2007/CE-I/CT/18/Pt.19 dated 15.10.2014. Price Variation Clause (PVC) is not applicable all works contract tenders having value less than Rs.5 Crore vide letter No. 2017/Trans/01/Policy dated 08.02.2018. Price Variation clause (PVC) of General Condition of Contract (GCC) shall not apply to such a works contract which is either an Annual Maintenance Contract (AMC) or Zonal contracts.

49. As per GCC: VARIATIONS IN EXTENT OF CONTRACT 41. Modification to Contract to be in Writing: In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements. 42. (1) Powers of Modification to Contract: 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. 42.(2)(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work. (ii) 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 upto the limit of 25% variation in quantity of individual item of works. (iii) 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 upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender; (b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender; (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. d. (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; d. (ii) Quantities operated in excess of 100% but upto 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;



50.d.(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. (iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit. (v) In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation. (vi) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate). 42.(3) Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

51. Joint venture / MOU / Consortium shall not be accepted.

52. Tenderer/tenderers should submit all required documents along with the tender.

53. The rates are inclusive of all taxes/charges/royalty leviable by Central Government/State Government and local bodies as applicable.

54. The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

55. The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

56. In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions

will entitle the Railway to rescind the contract under Clause 62 of these conditions.

- 57.CEs circular No.16, CEs circular No.31 & Revised CEs circular No.31 and JPO for undertaking of earth work in the vicinity of cables and other relevant CEs circulars with upto date correction slips will be part and parcel of the agreement which ever executed
- 58.Clause 55-B to GCC : Provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952: The contractor shall comply with the provisions of Para 30 & 36-B of the 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 the Rules.
- 59.Termination of Contract effect of non-performance by the contractor within the validity. If contractor fails to apply for extension of time on valid and reasonable grounds as acceptable to the railway after expiry of the date of completion / extended of completion, in such situation Railway reserves the right to terminate the contract agreement without issuing seven days and forty eight hours notices in terms of Railway Boards letter No.99/CE- 1/CT/28(PT) dated 17.05.2004. It may be noted that for non fulfilment of the contract the railways reserves the right to claim the damages under clause 62 of GCC in addition to any other rights available to it under law.
- 60.Execution of works in the vicinity of track: - i) The work is required to be executed on / under / near the running railway lines in electrified territory. The contractor is expected to ensure due precaution and safety arrangements for safety and protection of railway traffic and assets, labours and equipment's working at site. ii) Necessary speed restrictions / caution orders, traffic blocks, indicator boards and man-power for protection of work site as per provisions of IRPWN, LWR Manual and other relevant codes/ manuals etc. shall be arranged by the railways. iii) No work on / near the track shall be commenced until and unless the authorized P.Way Inspector has imposed necessary caution order / speed restriction and / or has availed requisite traffic block. The work shall be taken up in presence of competent Railway supervisor authorized by the Engineer In Charge. Only after ensuring adequate protection of worksite. iv) The contractor shall be responsible for safety of his man-power, equipment's etc. at his own cost. He shall deploy his lookout man with P.A. System to warn the labourers and machinery. v) For working of machinery near track necessary precautions and safety arrangements specified is the CE Circular No. 16, 31 & Revised CEs circular No.31 and IRPWM shall be followed strictly.
- 61.Tender containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be

attested by him/them.

62. The Tenderer(s) shall keep the offer open for a minimum period 45 days from the date of opening of the Tender. It is understood that the tender documents has been sold /issued to the Tenderer(s) and the Tenderer(s)is/are permitted to tender is consideration of the stipulation on his/their part that after submitting his/their tender subject to the period being extended further if required by mutual agreement from time to time, he will not resale form his offer or modify the terms and conditions thereof in a manner not acceptable to the of South East Central Railway. Should the Tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money or the due performance of the above stipulation shall be forfeited to the Railway.
63. As per GCC: Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders. If the tenderer(s)deliberately gives / give wrong information in his / their tender or creates /create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
64. If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
65. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
66. Execution of Contract Documents:- The successful tenderer(s) shall be required to execute an agreement with the President of India acting through the South East Central Railway for carrying out the work according to General Condition of Contract-2019, Specifications annexed to the tender and specifications for work and materials and laid down in General Condition of Contract-2020 and Indian Railway Unified Standard Specifications (Works and Materials) Volume I & II of 2010 of Engineering department as amended/corrected up to date.
67. The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / registered society / registered trust etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, coordinate measurements through

contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

68.As per GCC: Employment/Partnership etc. of Retired Railway Employees:(a) Should a tenderer be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, or should a tenderer being partnership firm / company / joint venture (JV) /registered society / registered trust etc 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 Engineer or gazetted officer from the said service and in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, or to take the employment under the Contractor, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired gazetted officer is so associated with the tenderer, as the case may be, shall be rejected. (b) Should a tenderer or Contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm/ company / joint venture (jv) / registered society / registered trust etc. one or more of his shareholder(s) or a relative(s) of the shareholder(s)employed in gazetted capacity in the Engineering or any other department of the SEC railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in clause 62 of standard general conditions of contract.

69.As per GCC: Care in Submission of Tenders: (a) (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 countered 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 Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer. (a) (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 Services 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 (ITC) likely to be availed by them is duly considered while quoting rates. (a)(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. (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority. (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf. (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor. (d) "In case of manual tendering, tenderers are advised to submit printed copy of duly filled tender documents and related papers in A4 size only".

70. As per GCC: Right of Railway to Deal with Tenders: The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.

71. As per GCC: 19.(1) Contractor's understanding: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract. 19.(2) Commencement of Works: The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay. 19.(3) Accepted Programme of Work: The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organisation (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavour to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme. 19.(4) Setting out of Works: The Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and

check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative for checking of all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not solve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all benchmarks, sight rails, pegs and other things used in setting out the work.

72.As per GCC: 23. Working during Night: The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.

73.Mandatory updation of labour data on Railway's Shramik kalyan portal by Contractor. As per Rly. Board letter No.2018/CE-I/CT/4 dtd.17.10.2018. Clause 54 & 55 of Indian Railways General Conditions of Contract deal with Wages to labour and action in case of default of contractor to payment of wages. 2.In order to increase transparency in payment of Contract Labour wages and other payments a web based e-application has been developed and hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in). 3. All contractors are required to upload details of their LOAs, engaged workmen, wage payment details, PF/ESI details, bonus details etc., on monthly basis. The details so uploaded shall be available in public domain. 4.In order to ensure prompt and proper uploading of details related to LOAs, engaged workmen, wage & other payment details, Railways / Pus etc. shall introduce a special condition in their tender documents of the tenders to be called henceforth. The special condition is as under: A. Contractor is to abide by the provisions of Payment of Wages act. & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in). Contractor shall register his firm / company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration / updation of Portal shall be done as under: (a) Contractor shall apply for onetime registration of his company / firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request. (b) Contractor once approved by any Engineer, can create password with login ID (PAN No) for subsequent use of portal for all LOAs issued in his favour. (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOA) / Contractor Agreements on Shramik kalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request. (d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramik kalyan portal on monthly basis. (e) It shall be mandatory upon the contractor to ensure correct and prompt

uploading of all salient details of engaged contractual labour & payment made thereof other after each wage period. B. While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in'till \_\_\_\_Month, \_\_\_\_Year."

74.As per GCC: 56. Reporting of Accidents: The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or subcontractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangements to render all possible assistance.

75.As per GCC: 57. Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim. 57-A.Provision of Mines Act: The Contractor shall observe and perform all the provisions of the Mines Act,1952 or any statutory modifications or reenactment thereof for the time being in force and any rules and regulations made there under in respect of all the persons directly or through the petty Contractors or subcontractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed there under, by or on behalf of any persons employed by him or otherwise.

76.GCC 59.(9) Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract at the risk and cost of the Contractor and forfeit his Security Deposit.

77.As per GCC : 60.(1) Non-Employment of Labourers below the age of 15:The Contractor shall not employ children below the age of 15 as labourers directly or

through petty Contractors or sub-contractors for the execution of work. @ 10<46@ (2) Medical Certificate of Fitness for Labour: It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination. @ 10<46@ (3) Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so. @ 10<46@ (4) Medical Re-Examination of Labourer: Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate. EXPLANATIONS: (1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933. (2) The Certifying surgeon maybe a medical officer in the service of State or Municipal Corporation.

78. All the bidders/ tenderers should ensure that they are GST compliant and their quoted tax structure / rates are as per GST law.

79. Contractors employees should be mandatorily provided with necessary safety gear.

### **Special Conditions of Contract:**



1. These additional special conditions constituting instructions to tenderers and the stipulations made in the schedule of item or work, if any, shall govern the works done under this contract in addition to and or part suppression of Indian Railways Standard General Conditions of Contract - Jul'2020, corrected up to date.
2. When there is conflict between the instructions to tenders with special conditions and with stipulations contained in the schedule of item on one hand, the Indian Railways Standard General Conditions of Contract -July'2020, corrected up to dated on the other hand, the former shall prevail.
3. No passes of any kind for self, agent and, laborers for any purpose in connection with this tender/contract will be issued to the contractor.
4. Any change in the address of the contract shall be forthwith intimated in writing to the Rly. The Rly will not be responsible for any loss or inconvenience suffered by the contractor(s) on account of his/their failure to comply with this.
5. Contractor has to give his personal mobile no., land line no. for contact and postal address with address proof for correspondence to this office.
6. The tenderer shall be required to submit documents/certificate pertaining to vehicle Registration certificate, fitness certificate, Insurance Policy, driver's license, etc.
7. Papers related to formation of firm i.e. Proprietary ship/Partnership deed/ Pvt. Ltd. etc, if any should be submitted with the tender documents.
8. Contractors upon whom the provision of the CLA, 1970 applies should not execute the contract works without labour license.
9. The contractor should pay his workers as per Minimum Wages Act issued by Ministry Of Labour and Employment, up dated time to time. The payment made toward workers may be done online mode. The copy of account details of workers with payment credited to them duly signed by the worker and tenderer, may be submitted to this office during passing of bill.
10. The contractor should follow all rules and regulations of Labour act/law with respect to different facility to be provided to Labour like ESI, EPC etc. In case of any future dispute with ref. to non-adherence of Labour rules and regulations, the contractor will pay the disputed amount to the claimant and railways will not to be liable to pay any disputed amount on this account.
11. Not with standing anything contained in the other clauses of the agreement, in the event of unsatisfactory service or any failure/breach or non-observation at any time by the contractor of the terms and provision of this agreement, it shall be lawful for the administration without prejudice to all or any other rights and remedies to make any other arrangements it may consider necessary and forthwith terminate this contract without any previous notice to the contractor and in case of such termination the security deposit shall be forfeited by the administration and contractors shall have no claim whatsoever against the administration in consequence of such termination of the contracts.
12. It will be entirely the duty/responsibility of the contractor only to enforce Regulations/compliance of all labour laws, hours of employment. Insurance and any other Act/provision etc. enforced from time to time.
13. The contractor shall not sublet, assign or transfer this contract or any rights or benefits hereunder to any other person or persons, nor shall the contractor take any partners without the prior consent of controller of the concerned department.
14. The contractor in addition to the indemnity provided by law shall indemnify the Railway administration against all liability whatsoever to pay compensation under Workmen Compensation Act as amended from time to time in respect of any accident/injury to any labour employed by him under this contract or compensation in respect of any claim arising out of or in the course of employment under this contract.
15. The contractor further agrees to keep the Railway administration indemnified against any and every other losses, damages by reason of the operation of this contract or by reason of any neglect, default, act or omissions on the part of the contractor or his workmen suffered by or to any property of the Railway administration and or by or to any property of any other person lying or being on premises belonging to the Railway administration.
16. The vehicle shall be required for running in section around the jurisdiction of consignee and in other sections as per requirement of Railways. The vehicle should have the permit to run in the State of Maharashtra / Chhattisgarh / M.P. On many occasions overnight stay may be required for vehicle and the driver at any of the stations/city. No accommodation or extra payment will be provided by the Railway for the Driver and Cleaner of the vehicle in case of such overnight stay.
17. In case, 'recoveries to be made' exceeds the security deposit, the contractor shall further make good the deficiency in cash within 5 days of the date of demand to this effect.
18. Taxes will be deducted as declared/enforced by the State Government and Central Government from time to time.
19. Any claim, compensation arising out of any accident/injury to any person/party will be the liability of contractors and/or any litigation arising out of running/accident of vehicle or due to the person employed by the contractor etc. shall be dealt by contractor himself at his own cost. Railway will not bear any liability on any account.

20. The Railway reserves the right to terminate the contract at any time without assigning any reason thereof by giving 07 days notice in advance. The contractor shall not be entitled for any compensation in case of such termination.
21. The contractor shall quote rate as per schedule of hiring of the vehicle. The rate shall be deemed to be inclusive of the following: i) All maintenance expenditure of vehicle i.e. major and minor repairs required for good running of the vehicle, petrol/diesel, lubricants and all consumables. ii) Rate shall include the Driver's salary, all types of taxes and fees payable to RTO department, Labour authorities, local & municipal authorities, taxes, levies, fees, toll taxes and all other charges, which are necessary for the continuance of the service under the contract. iii) Any other charges required for execution of this contract except as laid down in Tender schedule.
22. The vehicle shall be available with driver and fuel etc. 24 hours a day at the OHE depot including Sundays/holidays for use as and when required. The driver of the vehicle shall keep himself in contact with the officer in charge. The vehicle will be used for attending breakdown/failure at any time/any day, and vehicle should be made available as per prior intimation without any extra payment. Loading, unloading of material will be done by the Railway labour or separate Contractor.
23. One weekly off is permitted to the Driver normally on Sunday. However, it may be deferred to some other day at the discretion of officer in charge to whom the vehicle is attached. Even in those days availed as off-days by the driver, the vehicle shall be made available along with the driver on demand by the Railways within stipulated time for attending any exigencies/breakdowns/works.
24. The driver shall maintain log book. The format for the same shall be provided by the user.
25. In the event of the vehicle being garaged in a place away from the duty point, maximum amount of 6 kms. shall be allowed for to and fro movement from garage and place of reporting and back.
26. The contractor shall possess the vehicles which he proposes under this tender/contract registered by competent authority in his name/company or firm's name/partner's name or shall have a power of attorney or lease deed of the vehicle in his name/company or firm's name/partner's name. The contractor should submit such documents along with the tender for the vehicle which he proposes to engage for this work. Without such documents/proofs, the offer will not be considered and rejected summarily. If the contractor proposes to purchase a new vehicle for engaging under this contract, he shall submit an affidavit in support of the same compulsorily.
27. The drivers put on the job by the contractor must always possess valid driving license, registration papers, road tax paid receipts, medical fitness certificate from authorized medical practitioner, etc.
28. The contractor shall be liable to honor Central and State Govt. laws, statutory rules, regulations, notifications like legislation, local self Govt./Municipal requirements etc. and shall be solely responsible for any breach thereof. Railway stands indemnified against any penalty/prosecutions consequent to the violations (deliberate or inadvertence) by the contractor or his employees, representatives etc. of such statutory provisions enforce.
29. The quantities shown in the schedule are approximate and meant to give the tenderer/s an idea of the quantities of work involved. The Railway reserves the right to add/delete any item/s and to increase/decrease the quantities by 25%.
30. The vehicles supplied should be neat, clean and in good fettle. The drivers must be well dressed in white/grey uniform.
31. The quoted rates shall be firm and no price variation clause will be applicable during the currency of the contract / extended period. Mobile phone should be provided to the vehicle drivers by the contractor.
32. Standard GCC of Indian Railway along with latest up to date correction slip will be applicable to settle any dispute.
33. No accommodation will be provided by the Railway to the driver, they have to make their own arrangement for boarding and lodging.
34. The contractor shall be completely responsible for safe running of vehicle, Railway will not be responsible for any loss, damage, repairs, maintenance or accidents to the vehicle or the driver & helper.
35. Driver of the vehicle should maintain a LOG-BOOK indicating particulars of movement of vehicle eg. Date and time, movement from & to, Kilometer run, Signature of driver and concerned Railway Supervisor should be obtained.
36. Driver should have a valid driving license and the vehicle should be insured against accident etc. as per rules & statutory obligation.
37. Railway in no case is responsible for any legal matter arising of any State/Central Govt. laws in matter of employment of driver & helper by owner of the vehicle or in respect of any other matter.
38. All other charges of Central Govt., State Govt. or any other authorities, if any, are to be borne by successful tenderer.
39. Driver may be asked to stay in any place along with the vehicle during the course of work within jurisdiction of Nagpur division of SECR.
40. The term of the contract will be for twenty-four months. However, the Railway reserves the right to terminate the contract after giving seven days' notice or as per GCC.

41. If the vehicle is out of order or under schedule maintenance, an alternative vehicle of same type in good condition will have to be made available to the railway by the contractor.
42. The vehicle placed by the tenderer on requirement of the Railway administration, has to furnish full details of vehicle i.e. registration No., date of registration, Fitness certificate, pollution control certificate, copy of Drivers driving license, insurance papers etc.
43. Toll Tax if any to be born by the contractor.
44. Subletting of Contract for the vehicle is not allowed.
45. 'Letter of Credit' as Mode of Payment
- 45.1 The option of mode of payment through 'Letter of Credit' has been implemented in work tender equal to & greater than 10 lakhs, Contractor may opt for the payment through LC
- 45.2 This option of taking payment through Le arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- 45.3 The option so exercised, shall be an integral part of the bidder's offer.
- 45.4 The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- 45.5 In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC

45.5.1The LC shall be a sight LC

45.5.2The 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.

45.5.3SBI, 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 SB1 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.

45.5.4The 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 hereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.

45.5.5The 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.

45.5.6The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization, after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.

45.5.7The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.

45.5.8The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.

45.5.9On 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).

45.5.10 The contractor shall take print out of the Document of Authorization available on GeM and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The rl claim shall comprise of copy of Document of A authorization, Bill of Exchange and Bill.

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

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

- 45.5.13 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.
- 45.5.14 Any number of bills can be dealt within one I.C, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- 45.5.15 The LC shall be closed after the release of final payment including P VC amount, if any, to the contractor.
- 45.5.16 The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.
46. The lumpsum daily charge include all major / minor repairs / replacement servicing of lubricants, tyres, diesel and any other consumable required from time to time, Driver's, Cleaner's, salary and allowances, all taxes, toll taxes at bridge or road duties, incidental charges, for running of vehicle, including insurance of vehicle.
47. The terms of the Contract will be for 24 months. However, the Railway reserves the right to terminate the contract after giving 7 day's notice.
48. The complete responsibility for safe running of vehicle will be on the vehicle owner only. Railway will not be responsible for any loss, damage or accident to the vehicle. The vehicle owner shall indemnify the Railway from any losses/damages to Railway materials arising out in consequence to the operation of this contract, or by reason of any neglect / fault / act of commission on his part or on the part of his staff such as Driver, Cleaner, any other accompanying staff etc., whatsoever.
49. The Driver of the vehicle should possess valid driving license.
50. The tenderer has to give full details of vehicle i.e. registration No., date of registration, make etc. of vehicle, if already owned and hired by him or details of make etc. if proposed to be purchased. Current fitness certificate issued by RTO of the vehicle which will be placed for hiring should be submitted along with tender documents.
51. The vehicle owner should be registered Transporter as per existing RTO rules etc. if any.
52. The quantities mentioned in this tender are only approximate and may vary according to actual required as per GCC terms and conditions.
53. The vehicle shall be inspected by Railways representative before deploying under this contract, and shall be deployed only upon satisfaction of Railways with respect to condition, fitness, etc. of the vehicle, decision of Railways in this regard shall be final and no remedy shall be available to the contractor. If the proposed vehicle is rejected by Railways before deploying or any time during the currency of contract, the contractor shall immediately another suitable vehicle. Failure to do so will lead to termination of this contract as per GCC and SD, PG, and all dues payable to the contractor by the Railways shall be forfeited.
54. Penalty :
- a. In case driver/cleaner is found to be drunk or misbehaving with Railways staff, penalty of Rs 5000/- will be levied per occasion and the contractor must immediately replace the driver/cleaner.
- b. The vehicle should be provided within 30 minutes along with the driver upon being intimated by the Railways at any time of the day/night including holidays/off-days. Failure to do so shall attract penalty of Rs 5000/- per occasion.
- c. The vehicle shall be clean, should always have sufficient fuel, should always be in fit-to-run condition and all necessary must documents/papers/permits must be available in it. Failure to observe any of these conditions will attract penalty of Rs. 2000/- occasion.

The vehicle shall be inspected routinely by the Railways supervisor for checking condition of vehicle (items such as Tyres, tubes, lubes, coolants, under gears, body, gears, engines, etc., service particulars, etc.) and the contractor shall make good all the deficiencies within one week of such inspection. Failure to do so shall attract penalty of Rs 3000/- per week.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent

Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**