

 <p>पश्चिम रेलवे Western Railway</p>	<p>मुख्य कारखाना प्रबंधक कार्यालय Chief Workshop Manager's office सवारी डिब्बा मरम्मत कारखाना Carriage Repair Workshop भावनगर परा Bhavnagar Para भावनगर – 364003 Bhavnagar-364003 पश्चिम रेलवे Western Railway</p>
निविदा दस्तावेज़/TENDER DOCUMENT	
<p>भारत के राष्ट्रपति के लिए और उनकी ओर से उप-मुख्य यांत्रिक इंजीनियर, सवारी डिब्बा मरम्मत कारखाना, भावनगर परा वर्कशॉप, पश्चिम रेलवे की ओर से निम्न कार्य के लिए ई-निविदा आमंत्रित की जाती है।</p>	
<p>For and on behalf of the President of India Dy. Chief Mechanical Engineer, Carriage Repair Workshop, Bhavnagar Para, Western Railway invites E-tender for below work.</p>	
ई-निविदा सं / E-Tender No.	: BVPW-2024-25-eTDS-25
कार्य का नाम Name Of The Work	: Filling of E-TDS Quarterly Return and Preparation of Form No-16 for FY 2025-26, FY 2026-27 & FY 2027-28 for Bhavnagar Workshop for a period of 3 years as per scope of work.
कार्य की अनुमानित लागत Approximate cost of work	: ₹ 3,28,607.58/-
बयाना राशि Bid Security	: ₹ 6600/-
निविदा दस्तावेज़ शुल्क Tender Document Fees	: ₹ 0.00/-
निविदा प्रस्ताव की वैधता Validity of tender offer	: 60 दिन 60 Days
कार्य पूर्ण करने की अवधि Completion Period of work	: स्वीकृति पत्र जारी करने की दिनांक से 36 महीने 36 months from the date of issue of LOA
निविदा जमा करने की अंतिम दिनांक व समय Last date & time for submission of tender	: 31/01/2025, 11:00 Hrs.
निविदा खोलने की दिनांक व समय Date & Time for opening of tender	: 31/01/2025, 11:30 Hrs.
जारीकर्ता Issued by	: उप मुख्य यांत्रिक इंजीनियर / Deputy Chief Mechanical Engineer मुख्य कारखाना प्रबंधक कार्यालय /Office of Chief Workshop Manager सवारी डिब्बा मरम्मत कारखाना/ Carriage Repair Workshop भावनगर परा/ Bhavnagar Para पश्चिम रेलवे/ Western Railway Email: dycmews@bvp.railnet.gov.in
महत्वपूर्ण लेख Important Note	: निविदा केवल इलेक्ट्रॉनिक रूप से https://www.ireps.gov.in पर जमा की जाएगी और इस ई-निविदा के खिलाफ कोई मैनुअल प्रस्ताव की अनुमति नहीं है और इस कार्यालय में प्राप्त किसी भी मैनुअल प्रस्ताव को अनदेखा किया जाएगा और खोला नहीं जाएगा। The tender shall be submitted only Electronically on https://www.ireps.gov.in and no manual offers are allowed against this E- tender, and any such manual offer received at this office shall be ignored and not opened.

उप मुख्य यांत्रिक इंजीनियर
(Dy. Chief Mechanical Engineer)
भारत के राष्ट्रपति के लिए और उनकी ओर से
(For and behalf of The President of India)

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Abbreviations

1	CWM/BVP	Chief Workshop Manager- Bhavnagar Para
2	DyCME/BVP	Deputy Chief Mechanical Engineer-Bhavnagar Para
3	WM/BVP	Workshop Manager-Bhavnagar Para
4	AWM/BVP	Assistant Workshop Manager-Bhavnagar Para
5	SSE	Senior Section Engineer
6	BVP	Bhavnagar Para
7	MG	Meter Gauge
8	BG	Broad Gauge

TENDER FORM (First Sheet)

Tender No.: BVPW-2024-25-eTDS-25

Name of Work: Filling of E-TDS Quarterly Return and Preparation of Form No-16 for FY 2025-26, FY 2026-27 & FY 2027-28 for Bhavnagar Workshop for a period of 3 years as per scope of work.

To

**The President of India,
Acting through Dy. Chief Mechanical Engineer,
Bhavnagar Para.**

1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of 60 days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for **Chief Workshop Manager Western Railway, Bhavnagar Para, Bhavnagar-364003**, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within 36 months from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract April-2022, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ **6,600/-** has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. I/We am/are a Start-up firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid up to..... (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is..... with.....and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

TENDER FORM (Second Sheet)

1. Instructions to Tenders and Conditions of Tender: The following documents form part of Tender / Contract:

- | | |
|---|--|
| (a) Tender forms – First Sheet and Second Sheet | (b) Special Conditions/Specifications (enclosed) |
| (c) Bill(s) of quantities (enclosed) | (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railway as amended/corrected up to latest Correction Slips, copies of which can be seen in the office of Chief Workshop Manager, Bhavnagar Para or obtained from the office of the Chief Engineer, Western Railway on payment of prescribed charges. |
| (e) Standard Schedule of Rates (SSOR) as amended / corrected up to latest Correction Slips, copies of which can be seen in the office of CWM-BVP or obtained from the office of the Chief Engineer, Western Railway on payment of prescribed charges. | (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications. |
| (g) Scope of work and special conditions | |

2. Drawings for The Work: The Drawing for the work can be seen in the office of the CWM-BVP and / or Chief Engineer, WESTERN Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of Western Railway as applicable to BVP Workshop except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of quantities attached. The quantities shown in the attached Bill(s) of quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.

5. The works are required to be completed within a period of Completion (**shown in GeM-IREPS portal**) from the date of issue of Letter of Acceptance.

6. Bid Security:

(a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of GCC April-22, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be **summarily rejected**.

(b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 days) from the date of closing 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 western Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted,

(i) The Bid Security mentioned in sub para (a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;

(ii) The Bid Security mentioned in sub para (a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

(iii) The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.

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

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

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

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

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

(iv) The Tender Security shall remain valid for a period of 90 days beyond the validityperiod for the Tender.

- (v) The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- (vi) The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the ***** Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- (vii) The envelope shall be addressed to the officer and address as mentioned in the tender document.
- (viii) If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

7. 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.

- 8. 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.
- 9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General conditions of Contract.

10. Eligibility Criteria: Not applicable for tender below 50 lakhs.

11. Tenderer Credentials:

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

- a) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- b) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- c) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- d) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-A. In addition to Annexure-A (Annexure-V of Part-I of IR Standard General Condition of Contract April-2022), in case of other than Company/Proprietary firm, Annexure-A (1) (Annexure-V(A) of Part-I of IR Standard General Condition of Contract April-2022) shall also be submitted by the each member of a Partnership firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
- e) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- f) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up-to **two** years.
(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up-to **two** years.

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

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

14. Documents to be Submitted Along with Tender

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm /Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

(ii) Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm:

(i) All documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(b) HUF:

(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

(ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(c) Partnership Firm:

(i) All documents as mentioned in para 18 of the Tender Form (Second Sheet).

(d) Joint Venture (JV): Not applicable in this tender.

(e) Company registered under Companies Act2013:

(i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company

(ii) A copy of Certificate of Incorporation

(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

(iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.

(f) LLP (Limited Liability Partnership):

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

(iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).

(g) Registered Society & Registered Trust: The tenderer shall submit:

(i) A copy of Certificate of Registration

(ii) A copy of Memorandum of Association of society/Trust Deed

(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

(iv) A copy of Rules & Regulations of the Society

(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

(v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.

(vi) The Railway will not be bound by any change in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

15. The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association/Board resolution, failing which tender shall be **summarily rejected**.

A separate 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, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the

Indian Embassy if it carries a conforming Appostille certificate.

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

(a) Should a tenderer

i. 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**

ii. being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, **OR**

iii. being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors **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 **THEN**

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and 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, 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.

(b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

(c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note:- If information as required as per 16. a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

17. JOINT VENTURE (JV) IN WORKS TENDERS: - Not applicable.

18. Participation of Partnership Firms in works tenders:

18.1. The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

18.2. The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

18.3. Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

18.4. Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

18.5. A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

18.6. The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

18.7. On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

18.8. On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

18.9. In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non- execution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/alterd/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

18.10. The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

(iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

(iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

18.11. **Evaluation of eligibility of a partnership firm:** Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.

19. Advances to Contractor – Not applicable for tenders having advertise value below Rs. 50 Crore.

20. Bid Capacity: Not applicable for tenders having advertise value below Rs. 20 Crore

21. Price Variation Clause (PVC): Not applicable. Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crore.

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

23. Security Deposit:

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

ii. Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India other than Cooperative Banks , 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.

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

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

iv. **Refund of Security Deposit:** Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51. (1) of GCC- Apr-2022 and
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50. (1) of GCC-Apr-2022, in case applicable.
- v. **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.
- vi. No interest shall be payable upon the Bid security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16. (4)(b) of GCC will be payable with interest accrued thereon.
- 24. Performance Guarantee:** - 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. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable against that contract. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Contractor shall be debarred from participating in re-tender for that work.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to **5%** of the original contract value:
- | | |
|---|--|
| i. A deposit of Cash; | ii. Irrevocable Bank Guarantee by any Scheduled Commercial Bank of India other than Cooperative Banks (as per annexure F); |
| iii. Government Securities including State Loan Bonds at 5% below the market value; | iv. Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India; |
| v. Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Commercial Bank of India; | vi. Deposit in the Post Office Saving Bank; |
| vii. Deposit in the National Savings Certificates; | viii. Twelve years National Defence Certificates; |
| ix. Ten years Defence Deposits; | x. National Defence 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. | |
- The performance Guarantee shall be drawn in favour of "AFA(W&S), BVP Workshop, Western Railway".***
- (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.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily duly deducting dues (if any).
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be en-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:
- Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - 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.
 - The Contract being determined or rescinded under **clause 62** of the GCC.
- 25. 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 encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and 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.
- (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other

- details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:

Wrong/incorrect invoices issued by Contractor;
No-filing of GST returns;
Non-payment of GST collected from Indian Railways to the authorities;
Any other non-compliance done by Contractor;

General Indemnity: Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

Retention Money: Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.

- (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.

The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-A. In addition to Annexure-A (Annexure-V of Part-I of IR Standard General Condition of Contract April-2022), in case of other than Company/Proprietary firm, Annexure-A(1) (Annexure-V(A) of Part-I of IR Standard General Condition of Contract April-2022) shall also be submitted by the each member of a Partnership firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificates by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

26. Damage to Railway Property or Private Life and Property: The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

27. Provision of Efficient and Competent Staff at Work Sites by the Contractor:

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 & laborers in or about the execution of any of these works as are careful and skilled in the various trades.

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.

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.

28. Letter of Credit: Not Applicable below 10 Lakhs.

TENDER FORM (Third Sheet)
SCHEDULE OF RATE AND QUANTITIES

Name of work: Filling of E-TDS Quarterly Return and Preparation of Form No-16 for FY 2025-26, FY 2026-27 & FY 2027-28 for Bhavnagar Workshop for a period of 3 years as per scope of work.

Sr. No.	Description	Qty.	Unit	Rate per Unit (₹)	Total (₹)
1	Return Making Charges per quarter as per scope of work. (1 Number = 1 Quarter)	12	Nos.	1789.25	21,471
2	Data entry charges per entry as per scope of work.	33000	Nos.	3.93	1,29,690
3	Annual return making charges per employee as per scope of Work	3000	Nos.	27.28	81,840
4	Preparation Form No.16 per employee in Duplicate	3000	Nos.	15.16	45,840
5	Sub Total (₹)				2,78,481
6	GST @18% (₹)				50,126.58
7	Total Estimated cost (₹)				3,28,607.58

1. Rate is inclusive of all Govt. taxes and other charges.
2. Quoted Rate shall be applied uniformly on each item.
3. Rates accepted are final and no enhancement at a later date is contemplated during the currency of the contract except statutory liabilities.
4. The schedule of Rates & Quantities shall be read together with the GCC in vogue and the terms & conditions incorporated in the tender paper.
5. The Railway reserves the right to increase/decrease and /or delete or include the quantity given above.
6. The supplier of goods and/or services would be subject to GST Act and Rules as applicable from time to time.

**WESTERN RAILWAY
CONTRACT AGREEMENT**

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of __20____ between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and _____ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works ___ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of __ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of __ 20__ and will maintain the said works for a period of ___ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

Contractor _____ (Signature)

Railway: Designation _____

Address _____

(For President of India)

Date _____

Date _____

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

Witnesses:

Special Conditions of contract

1) General:-

- a) The General Conditions of contract will mean Indian Railways Standard General Conditions of Contract – April 2022 updated with correction slips issued up to date of inviting tender. It should be the responsibility of the contractor before submitting the tender to ascertain all amendments and/or corrections made to the said General conditions of contract.
 - b) The "Special conditions and specifications, Instructions to tenderers and the stipulations made in the schedule of quantities and rates" shall govern the works executed under this contract in addition to the General conditions of contract as amended by correction slip from time to time.
 - c) Where there is any conflict between the "Special Conditions of contract " and the General condition of contract, the former shall prevail.
- 2) The scope and details of work should be studied and surveyed by the tenderer at this workshop by taking prior permission of DyCME/BVP on any working day during working Hrs. (except Sunday & Holidays) before due date of tender opening. This is necessary for developing complete appreciation of the scope of the work.
 - 3) If the contractor has any doubt as to the meaning of any of the conditions of the specification /drawing, he shall (before submitting the tender) set forth the particulars thereof and submit them to DyCME/BVP in writing in order that any such doubt may be removed.
 - 4) The Contractor should nominate at least one representative of Contractor who will be authorized to receive and take all over issues by the inspecting officer of the Railway. He/she shall be authorized to receive the instructions by Railway representative if any and take all orders issued by the Railways.
 - 5) Trespass : The contractor shall at all times be responsible for any damages or trespass committed by his agents and workmen in carrying out the work, unless such Trespass is authorized by the DyCME-BVP.
 - 6) Adherence to local labour law is the responsibility of contractor. Contractor will provide self-declaration for same at time of billing.
 - 7) The contractor shall be liable to pay for direct losses, damages caused to the Railway Administration by him knowingly or unknowingly while they are in Railway premises working or not working. The amount so recovered will be determined by DyCME/BVP or any other competent authority.
 - 8) Contractor shall comply with all Railway rules and Regulations, important provisions and statutory legal obligations.
 - 9) The work should be carried out strictly as per scope of Work and special Conditions of Contract in such a manner and in consultation with consignee that the Railway working should not be affected.
 - 10) The contractor shall note that no compensation due to any loss of life/material or any other account anywhere either in railway premises or at contractor's premises shall be given by the Railway Administration and contractor shall have to pay all compensation in case of any accident, injury to his labor, for which Contractor is not liable to claim any compensation from Railways.
 - 11) The Railway shall not entertain any request or claim by the contractor's labour for any temporary/casual/permanent employment in the Railway on the basis of work done through this contract at any point of time. The contractor shall make this clear to his labourers.
 - 12) All decision on behalf of the Railway Administration may be taken by the Dy. Chief Mechanical Engineer, Western Railway, Bhavnagar Para and shall be final and binding on the tenderer.
 - 13) **Terms of Payment:** The standard payment terms subject to recoveries of any amount under the liquidated damages clause of contract will be as under:
 - a) No advance payment will be made to the contractor.
 - b) The bills should be submitted to the bill section along with all prescribed documents and certificates. **Bills shall be passed as per Railway extant rules.** Bills for the work shall be accompanied with all necessary supporting documents. The payment to the contractor will be made by **AFA (W&S)/Bhavnagar Workshop, Western Railway.**
 - c) The Income tax & Misc. Charges will be deducted at source as per applicable rules.
 - d) Payment as above shall be subject to any deductions of any amount for which the contractor is liable under the contract against this tender including penalty as specified in work evaluation and as per penalty clause.
 - e) The rate is inclusive of all govt. taxes and other charges etc. No separate charges will be payable.
 - f) In case of contractor do not sign the measurement book, bill payment shall be processed as per Clause 45(i) of Part II of General condition of contract.
 - g) ECS/EFT Payment :-
 - i. Tenderer should give consent in a mandate form for receipt of payment through ECS/EFT.
 - ii. Tenderer should provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account type, Bank A/c No. and Bank & Branch code as appearing in MICR cheque issued by the bank.
 - iii. Tenderer should attach certificate from their bank certifying the correctness of all above mentioned information.
 - 14) **Taxes and duties:** The offered rate is to be strictly quoted by the tenderer in the Rate Schedule only. It should be inclusive of all govt. taxes and other charges etc. Separate Break-up of the Rates & Taxes will not be considered. Tenderers shall be aware of the structures of Taxes, Duties, and Levies etc. prevailing in the country before quoting. TDS from on Account Bills will be made as per extant rules.

- 15) **General Penalty:**
- a) An amount of any compensation awarded to the complainant(s) in any court of law or consumer forum, which is attributable to the work carried out by the contractor under this contract agreement, may be recovered from the contractor at the discretion of Railways. The decision of the Railway administration in this regard shall be final and binding on the Contractor.
 - b) In case any damage is caused by the contractor to any Railway property, the cost of such damages will be recovered from the Contractor's bill as decided by competent railway authority.
 - c) If contractor does not start the work without sufficient reason (acceptable to competent railway authority) any time within 15 days (Including non-working days) from date of intimation from Railways for start of work, then a penalty will be imposed at the rate of Rs. 300/- per week or part of the week.
 - d) The work shall be to the satisfaction of Railways representative. If same is found unsatisfactory, then a penalty of Rs. 1000/- shall be levied per instance based on report received from consignee & certified by concern officer or on report of inspecting officer and the contractor has to do rework at his own cost. If contractor do not rework then in addition to 'No Payment' of that work, penalty will be imposed as above.
 - e) In case of any serious lacuna by contractor such as accident, misbehavior, etc., competent authority can impose suitable token penalty of up to Rs. 5000 per case based on severity of incident on report of concern railway representative.
 - f) If the work is found unsatisfactory then the contract can be terminated as per GCC.
- 16) **Omissions & Discrepancies: -**
The tender(s) shall not take any advantage of any mis-interpretation of the conditions due to typing or any other error and in doubt, shall bring it to the notice of the DyCME/BVP without delay. In case any contradiction, only the printed rules & books should be followed and no claim for the misinterpretation shall be entertained.
- 17) **Postponement:** The successful tender(s) / Contractor(s) shall have no claim whatsoever against the Railway if the work is postponed to a later date, closed down for completion over a longer period, suspended the course of execution or abandoned either in part or whole in the overall interest of the Railways Administration or for any reason beyond the control of Railways/Administration. The decision of the Railways in this regard shall be final and binding of tenderer(s)/ Contractor(s).
- 18) **Bill passing authority: - DyCME/BVP Workshop.**
- 19) **Bill paying authority: - AFA(W&S)/BVP Workshop.**
- 20) **SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES:** Please refer Clause 63 to 64.8 of SGCC of Part-II of GCC for Works-April, 2022.
- 21) In case of any accident of the staff of the Contractor in the Railway Premises, Railway shall not be responsible.
- 22) **Interpretation:** These Instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms.
- 23) **Completion Period:** The contract shall remain in force for a period of 36 Months from the date of issue of Letter of Acceptance.

ANNEXURE – ‘A’
(Annexure-V of Part-I of IR Standard General Condition of Contract April-2022)

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

I..... (Name and designation) ** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
 M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of “Filling of E-TDS Quarterly Return and Preparation of Form No-16 for FY 2025-26, FY 2026-27 & FY 2027-28 for Bhavnagar Workshop for a period of 3 years as per scope of work.” as per the tender No. BVPW-2024-25-eTDS-25” of (Western Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall also lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto **two** year. Further, I/we (insert name of the tenderer) ** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto **two** year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

Annexure- 'A(1)'

(Annexure-V(A) of Part-I of IR Standard General Condition of Contract April-2022)

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

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

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

DECLARATION
(To be submitted with Tender)

Declaration regarding association of the tenderer with serving/retired Gazetted Railway Officer(s)

Sr. No.	Name of the Railway Officer	Relationship with the tenderer	If serving, designation & place of working	If retired			
				Date of Retirement	Designation & place of working at time of retirement	Whether period of retirement is more than 1 year from the date of submission of tender	Particulars of permission taken for associating with the tenderer
1	2	3	4	5	6	7	8

Note: If no Railway Officer is associated with the tenderer, then write **NIL**. (Please do not keep this page as blank.)

Tenderer’s Seal

Signature of the tenderer

Acceptance/deviation Schedule
(To be submitted with Tender in case of Deviation)
(Tenderer may add more sheets if space is not adequate)

Clause #	Accepted (Yes / No)	If No list Deviation (s)
General Conditions		
Special Conditions		

We accept all General & Special clauses as specified in the Tender Documents including Corrigendum, if any, except deviation as specified.

Signature and Seal of Tenderer

Mandate form for NEFT & Details of the Tenderer
(To be submitted with Tender)

1. COMMUNICATION ADDRESS/ DETAILS OF THE PARTY

- i. NAME : _____
- ii. ADDRESS: _____
- iii. STATE: _____ PIN: _____
- iv. PHONE: _____ Mobile _____ FAX No. _____
- v. E-mail ID : _____
- vi. Status of the tenderer: individual/ proprietorship firm/ partnership firm/ private limited/public limited/ Society/ Autonomous body (Attach documentary evidence) _____

Note: The date of delivery of any letter by Railway to the contractor on the email address will be deemed to be the date of receipt of the same by the contractor. Therefore, contractor should regularly check his incoming emails. If there happens to be any change in the email ID and other contact details, the same should be communicated by the contractor to Railways immediately.

- 2. a) Name of the person signing the tender _____
- b) Authority for signing the tender (Attach documentary evidence) _____

3. PARTICULARS OF BANK ACCOUNT:

- i. CITY: _____
- ii. BANK NAME: _____
- iii. BRANCH : _____
- iv. BANK ADDRESS: _____
- v. BANK TEL NO: _____ FAX No. _____
- vi. BANK MICR CODE (9 Digit) _____
- vii. BANK IFS CODE : _____
- viii. BANK ACCOUNT No: _____
- ix. ACCOUNT TYPE:(SAVINGS/CURRENT/CASH CREDIT) _____
(Please enclose a Cancelled blank Cheque)

4. PARTICULARS OF GST:

- i. GSTIN for each state: _____ (Attach copy of Registration)

(Please enclose a hard copy of state wise/ business wise GSTIN registration number)
- ii. a) HSN/ASC : _____

b) Existing applicable rate of Tax: _____

c) Proposed GST rate: _____
- iii. PAN No. _____ (Please enclosed copy of PAN card)

- 5. EPF Registration No. (if available) (Attach documentary evidence.):
- 6. ESIC Registration No. (if available) (Attach documentary evidence.):
- 7. Other Registration details under other applicable Laws (if any)(Attach documentary evidence) _____
- 8. DECLARATION BY THE PARTY : I hereby declare that the particulars given in this mandate form are correct and complete. If the transaction is delayed or Not effected at all for reasons of incomplete and incorrect information, the User Institution i.e., AFA(W&S)-BVP, Western Railway will not be held responsible.

Date: _____

Signature of the Party with Stamp

Bank Guarantee Bond from any scheduled commercial bank of India other than Cooperative Banks*(On non-judicial stamp paper, which should be in the name of the Executing Bank)*

Name of the Bank: -----

President of India, Acting through
AFA (W&S), Bhavnagar Workshop
Western Railway,

Beneficiary Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through----- (**Designation & address of Contract Signing Authority**), Railway, (hereinafter called "The Railway") having invited the bid for _____ through Notice inviting tender (NIT) No., We have been informed that **[Insert name of the Bidder]** (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of **[Insert required Value of Bid Security]**, in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS, **[Insert Name of the Bank]**, with its Branch **[Insert Address]** having its Headquarters office at..... **[Insert Address]**, hereinafter called the **Bank**, acting through **[Insert Name and Designation of the authorized persons of the Bank]**, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

- KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
- The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
- The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
- The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
- The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
- This guarantee will remain valid and effective from.....[insert date of issue] till
-[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
- The Bank Guarantee is unconditional and irrevocable.
- The expressions Bank and Railway herein before used shall include their respective successors and assigns.
- The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
- The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN00RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

12. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Date

.....

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.].....

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney]No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

Format of Bank Guarantee Bond from any scheduled commercial bank of India other than Cooperative Banks

To,
President of India
Acting through
AFA(W&S)/BVP,
Western Railway.

1. In consideration of the President of India (herein after called "the Government") having agreed to exempt _____ (hereinafter called "the said Contractor/s) from the demand, under the terms and conditions of an Agreement/LOA No. _____ dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement") of the Performance Guarantee for the due fulfillment by the said contractor/s of the terms and conditions contained in the said agreement on production of a Bank Guarantee for Rs. _____ (Rupees _____ only). We _____ (indicate the name of Bank hereinafter referred to as "the Bank") at the request of the _____ contractor/s do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.
2. We _____ (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be cause to or suffered by the Government by reason of breach by the said contractor of any of the terms and conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to the Government any money so demanded notwithstanding any disputes or disputes raised by the contractor(s) in any suit or proceedings pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We _____ (indicate the name of the bank) further agree that the Guarantee herein, contained shall remain in force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DyCME/BVP certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____, we shall be discharged from all liability under this guarantee thereafter.
5. We, _____ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations here-in-under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to the Sureties would, but for this provision have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s).
7. We, _____ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of Government in writing.

Dated the _____ day of _____ 2023
For _____ (Name of the bank)

Signature of Contractor:
Name:
Add:

Scope of Work

Name of Work: - Filling of E-TDS, Quarterly returns and preparation of Form No.16 for the FY.2025-2026, 2026-2027, 2027-2028 for BVP BG Workshop.

1. **Consignee : OS-Salary-BVP.** The contractor is advised to contact consignee to ascertain the quantum and nature of work after physical check. The inspection and certify of the work will be done by consignee.
2. The contractor will do the filling of E-TDS quarterly returns and preparation of Form No 16 (Part A and Part B) for F.Y 2025-2026, 2026-2027, 2027-2028 for BVP BG Workshop staff.
3. Filling Form No 24Q Quarterly Basis and sent receipt to this office for duly signend by APO(W).
4. All the work like data entry, photo-copying, return filling, etc. shall be done by the contractor using his own resources, computers and staff.
5. This office will provide required official records in respect of the Income tax deducted to prepare the E-TDS Returns.
6. The draft copy (i.e. Register showing item wise details of TDS in the corresponding returns) shall be submitted to this office in soft/hard form before finalizing and filing the Returns to NSDL.
7. In case of mistake in data by the contractor revised return shall have to be filled by the contractor and the charges for such revised returns shall be borne by the contractor.
8. Two hard copies of Form 16 shall be provided by the contractor each employee.
9. The contractor should follow all the Railway rules and Regulations.
10. The rate shall remain constant for the work during the completion period i.e up to 3 (Three) years from the date of issue of acceptance letter.
11. Rate is inclusive of all Govt. taxes and other charges.
12. Contract will be followed all the terms and condition of GCC.
13. **Completion Period:** The completion period of the work is 3 (Three) years from the date of issue of sanction Order. The work should be completed within the target date prescribed by the Income Tax department. All other responsibility/lies with the contractor/service provider.
14. **PAYMENT:** Payment of above work will be made on successful completion and acceptance of TDS returns by NSDL. The contractor can raise the bill on every 06 Months.
15. The work shall be carried out as per direction of Dy-CME/BVP or his authorized representative.
16. The contract may be short closed as per requirement of Railways.
17. **Penalty:**
 - a. If the contractor does not do the work properly or any irregularity notices in this contract, a penalty of Rs.1000/- will be deducted for each report received from consignee/officer.
 - b. If the work is found unsatisfactory by any reason, then the contract will be terminated as per GCC clause.
 - c. If return is not filled time to time as per ITR rules, then a penalty of up to Rs.1000/- per quarterly report.

-----END OF TENDER DOCUMENT-----