

Tender No: MCF-WELDING-COE-TTC-2025

MODERN COACH FACTORY, RAEBARELI



Start of Tender Document

Tender No	MCF-WELDING-COE-TTC-2025
Type Of tender	Single Tender
Date Opening	05.01.2026
Name of Work	Welder Training, Skilling (under Skill India Mission) & Competency Assessment of Railway & Contractual Welders at MCF, as per ISO 9606-1:2017 (or latest) through M/s Braithwaite Ltd on Single Tender.
Place Of Work	Modern Coach Factory Raebareli
Period of Work	24 Months
Quantity	As per Scope of Work
Value of Work	₹ 89,49,120/- (Rupees Eighty Nine Lakh, Forty Nine Thousand, One Hundred and Twenty Only)
Bid Security	₹ 1,79,000/- (Rupees One Lakh Seventy Nine Thousand Only).

Invited by:

**Chief Design Engineer
Modern Coach Factory, Raebareli
For and on behalf of the President of India**

MODERN COACH FACTORY

Technical Training Centre (TTC)

Name of work: Welder Training, Skilling (under Skill India Mission) & Competency Assessment of Railway & Contractual Welders at MCF, as per ISO 9606-1:2017 (or latest) through M/s Braithwaite Ltd on Single Tender.

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Tender Notice No.: MCF-WELDING-COE-TTC-2025/ Notice

Dated:22.12.2025

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MODERN COACH FACTORY

Technical Training Centre (TTC)

Name of work: Welder Training, Skilling (under Skill India Mission) & Competency Assessment of Railway & Contractual Welders at MCF, as per ISO 9606-1:2017 (or latest) through M/s Braithwaite Ltd on Single Tender.

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CHECK LIST

1.	Estimated Cost (Rs. 89,49,120/-)	:	Seen
2.	Completion Period (24 Months)	:	Seen
3.	Bid Security (Rs. 1,79,000/-)	:	Seen
4.	Date of Closing (05.01.2026 at 15:00 Hrs.)	:	Seen
5.	Tender validity period (60 Days)	:	Seen
6.	Have You Read Tender Document Carefully?	:	Yes / No
7.	Have you read the penalty & payment clause?	:	Yes / No
8.	Have you uploaded a scan copy of GST no.?	:	Yes / No
9.	Have you uploaded a scan copy of PAN no.?	:	Yes / No
10.	Have you uploaded a scan copy of the registration of EPF& ESI?	:	Yes / No
11.	Have you uploaded the filled scan copy of Annexure-I? (mandatory)	:	Yes / No
12.	Have you uploaded the documents regarding eligibility criteria with completion certificates related to Annexure A? (mandatory)		Yes / No
13.	Have you uploaded the documents regarding financial criteria related to Annexure B? (mandatory)		Yes / No
14.	Have you signed and uploaded the Annexure-V? (mandatory)		Yes / No
15.	Have you seen the Rate Schedule as per Annexure E?		Yes / No
16.	Have you uploaded a scan copy of Bank details as per Annexure G? (mandatory)	:	Yes / No
17.	Have you quoted any deviation? (mandatory) If “Yes”, then have you filled and uploaded Annexure F? If No, then NIL Deviation must be quoted in Annexure F		Yes / No

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18.	Whether partnership deed and power of Attorney (if any) furnished with the tender?	:	Yes / No
19.	Have you downloaded GCC April 2022 or read it carefully?	:	Noted
20.	Have you read all the special conditions documented in tender documents.?	:	Yes / No
21.	Have you understood the nature of work & terms/conditions laid down in tender documents?	:	Yes / No

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MODERN COACH FACTORY

E-Tender Notice

Tender No: MCF-WELDING-COE-TTC-2025

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Single Tender is invited on behalf of the President of India for the under mentioned work

Chief Design Engineer acting for and on behalf of The President of India invites Single Tender through Indian Railways portal www.ireps.gov.in against Tender no. MCF-WELDING-COE-TTC-2025 with closing date 05.01.2026 at 15:00 hrs. Details are as given under:		
1	Name of Work	Welder Training, Skilling (under Skill India Mission) & Competency Assessment of Railway & Contractual Welders at MCF, as per ISO 9606-1:2017 (or latest) through M/s Braithwaite Ltd on Single Tender.
2	Place of work	Modern Coach Factory, Raebareli
3	Approx. cost	₹ 89,49,120/- (Rupees Eighty Nine Lakh, Forty Nine Thousand, One Hundred and Twenty Only)
4	Bid Security	₹ 1,79,000/- (Rupees One Lakh Seventy Nine Thousand Only)
5	Quantity	As per scope of work
6	Period of completion	24 months
7	Date & Time of closing of tender	05.01.2026 at 15:00 hrs
8	Validity of tender	1. 60 days from the date of opening of tender. 2. Price variation clause is not applicable. 3. Participation by Association of Partnership (AOP)/ Joint Venture (JV) firms is not allowed for this tender

Detailed information about tender and tender format is available at website www.ireps.gov.in

(Chief Design Engineer),
Modern Coach Factory, Rae Bareli
For and on behalf of the President of India

MODERN COACH FACTORY
(Declaration by the contractor before filling the tender form)
TENDER FORM (First Sheet)

Name of work: Welder Training, Skilling (under Skill India Mission) & Competency Assessment of Railway & Contractual Welders at MCF, as per ISO 9606-1:2017 (or latest) through M/s Braithwaite Ltd on Single Tender.

Tender No: MCF-WELDING-COE-TTC-2025

Tender Notice No.: MCF-WELDING-COE-TTC-2025/ Notice **Dated:**22.12.2025

To,
The President of India
(Acting Through The)
Chief Design Engineer
Modern Coach Factory, Rae Bareli

1. I/we M/s.
... have read the various conditions of tender attached hereto and agree to abide by the said conditions. I/we also agree to keep this Tender open for acceptance for a period of 60 (Sixty days only) 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 Modern Coach Factory, Rae Bareli, at the rates quoted in the attached bill(s) of quantities and hereby bind myself / ourselves to complete the work in all respects within 24 months from the date of issue of LOA of the tender.
2. I/we also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the special conditions of contract and specifications of materials and works as laid down by the Railway in the annexed special conditions (scope of work)/specifications, schedule of rates with all correction slips up-to-date for the present contract.
3. A bid security of Rs 1,79,000.00 (Rupees One Lakh Seventy Nine Thousand Only) has already been deposited online/submitted as a 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 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 Sixty days after receipt of orders to that effect.
4. I/ We am/are a Startup 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.

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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 Tenderer(s)

MODERN COACH FACTORY, RAEBARELI

Salient Features

NAME OF THE WORK:

1. Chief Design Engineer acting for and on behalf of The President of India invites Single Tender through Indian Railways portal www.ireps.gov.in against Tender no. MCF-WELDING-COE-TTC-2025 with closing date 05.01.2026 at 15:00 hrs.
2. Bidders shall submit their original/revised bids up to closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.
3. Tenderer(s)/Bidders are allowed to make payments against this tender towards tender document cost and Bid Security only through online payment modes available on IREPS portal like net banking, debit card, credit card etc. Manual payments through Demand draft, Banker's cheque, Deposit receipts, FDR etc. are not allowed.
4. Non-transferable tender document along with its all annexures containing complete description of the work and all the terms and conditions are available at www.ireps.gov.in.
5. The Railways reserves the right on its own or in response to any clarification requested or suggested by any person including that of the tenderer to change/modify the tender document before 15 days from the due date of opening at its sole discretion.
6. The Indian Railway's General Conditions of Contract (GCC April 2022) of Indian Railways as amended by updated correction slips till the date of tender opening shall also be applicable as integral part of this tender document.
7. In case of any conflict or contradiction in between General Conditions of Contract for Indian Railway's General Conditions of Contract (GCC April 2022) and this tender document, the latter shall prevail.
8. All the chapters and named documents mentioned below, taken together, if not scored off, shall constitute the complete tender document herein after referred to as "tender document" and have to be read together and acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.
9. **Scope of the Work:** Shall as per Chapter 5 of his tender document.
10. **Advertised value of the work:** The assessed cost of the work covered by this tender is ₹89,49,120.00 (Rupees Eighty Nine Lakh, Forty Nine Thousand, One Hundred and Twenty Only)
11. **Closing of the tender:** The offer/bid shall be submitted online by 05.01.2026 up to 15.00 hrs. The tender will be opened online on website www.ireps.gov.in on the same day after

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15.30 hrs. In case the tender opening day is declared a holiday on account of any reason, the tender shall be opened on the next working day.

12. **Amount of Bid Security:** ₹1,79,000.00 (One Lakh Seventy- Nine Thousand Rupees Only). For complete details pertaining to EMD, please refer to Para 5 of Indian Railway's General Conditions of Contract (GCC April 2022)- Para No 5 of PART- I: REGULATIONS FOR TENDERS AND CONTRACTS. The amount of bid Security may be through online payment also. The bid Security deposit shall be accepted by online payment through Net Banking in Favour of PFA/MCF/RBL-Lalganj (Distt. Raebareli), Account No. 32884249555, IFSC code-SBIN0001644 or gateway payment through ireps portal only. Scan copy of the transaction receipt of bid Security also be uploaded along with e-tender offer. Offer without bid Security along with e-tender offer/invalid form shall lead to summarily rejection of the Tender.
13. **Validity of the offer:** The tenderer shall keep his offer open for a period of 60 days from the date of opening of the tender.
14. **Period of Completion:** The successful bidder/tenderer shall complete the entire work within the period specified in the tender notice. The period starts from the date of issuance of the letter of acceptance by the Railways.
15. **Schedule of rate:** The bidder(s) shall quote rates online on Indian Railways portal www.ireps.gov.in in the specified schedule.
16. **Specification of the work:** The work shall be carried out as per specifications contained in the scope of work of tender document or otherwise referred to.
17. **Advance to the Contractor:** Not Applicable.
18. **Price variation clause:** Not Applicable
19. **Participation of JV/AOP:** Not Applicable

Information to Bidder(s)

1. Eligibility criteria:-

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

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

Similar Works means:-

“Welding training to Railway welders in any Zonal Railways/ Production Unit/ other organisation of Indian Railways”

OR

“Manufacturing or Supply of Railway Rolling Stock, either Coaches or Wagons Locomotives”

Details to be filled up in **Annexure A FORMAT FOR SIMILAR NATURE WORK (FOR TECHNICAL ELIGIBILITY)** of Chapter 2.

1.2. Financial Eligibility Criteria:

The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where

V= Advertised value of the tender in crores of Rupees

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

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

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audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

The tenderers shall submit requisite information as per **Annexure B** of this Tender Document, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheets.

Note: Work experience certificate from a private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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

- 2. Self-attestation of documents/ certificates:** The copy of documents/certificates in support of credentials, submitted by the bidder, shall be self-attested by the bidder or authorized representative of the bidding firm. Only those documents will be considered for evaluating the bid, which are duly self-attested as above.

FORMAT FOR SIMILAR NATURE WORK(FOR TECHNICAL ELIGIBILITY)

SN	Name of Work (As per LOA/ Work order)	LOA/ Work Order No.	Full Name And Address with current contact no. of LOA/Work Order Issuing Authority	LOA/ Work Order Value (In Rs.)	Total Value of Contract (If other Than LOA/ Work order) (Due to Quantity Variation /PVC/ Short Close)	Date Of Start Of Work	Work Status (In Progress/ Completed/ substantially completed)	Date of completion of work (If completed)	Bill Paid in Rs. (Till last day of month previous to the one in which this tender is invited)

Note :- Bidder has to mandatorily upload scanned copy of all LOAs/ Work orders & completion certificates (duly signed by competent authority) for all the works mentioned above for evaluating technical eligibility.

SAMPLE FORMAT FOR FINANCIAL DATA

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: _

Registration No: _____

(Seal)

General instructions

1. **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.
2. **Definitions:**
 - 2.1. **“Railway”** shall mean the President of the Republic of India or the Administrative Officers of the Railway or Modern Coach Factory or of the successor Railways authorized to deal with any matters, which these presents are concerned on her behalf.
 - 2.2. **“General Manager (GM)”** shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units and shall also include the General Manager (Construction) and shall mean and include their successor of the Successor Railway.
 - 2.3. **“Chief Engineer”** shall mean the Officer-in-Charge of the Mechanical Department of Railway and shall also include Chief Design Engineer, Chief Electrical Engineer, Chief Electrical Design Engineer, Chief Works Engineer (Shell), Chief Works Engineer (Furnishing), Chief Plant Engineer, Chief Planning Engineer, Chief Mechanical Engineer, Chief Quality Manager and shall mean and include their successors of the Successor Railway.
 - 2.4. **“Engineer”** shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organisations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Deputy Chief Mechanical Engineer/ Planning, Deputy Chief Mechanical Engineer (Safety & Training), Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.
 - 2.5. **“Engineer's Representative”** shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.
 - 2.6. **“Bidder”** shall mean the person/the firm/co-operative society or company whether incorporated or not who Bids for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assignees.
 - 2.7. **“Open Bids”** shall mean the bids invited in open and public manner and with adequate notice.
 - 2.8. **“Contractor”** shall mean the Person/Firm/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assignees.

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- 2.9. **“Contract”** shall mean and include the Agreement of Work Order, the accepted Schedule of Rates or the Schedule or Rates of Railway modified by the Bid percentage for items of works quantified, or not quantified, the General Conditions of Contract, the Special Conditions of Contract, if any; the Drawings, the specifications, the special specification, if any and Bid Forms, if any.
- 2.10. **“Works”** shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.
- 2.11. **“Specifications”** shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.
- 2.12. **“Sites”** shall mean the lands, spaces, trains and other places on, under, in or through which the works or to be carried out and any other lands or places provided by the Railway for the purpose of contract.
- 2.13. **“Contractor’s authorized Engineer”** shall mean a graduate engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.
- 2.14. **“Date of inviting tender”** shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- 2.15. **“Bill of Quantities”** shall mean Schedule of Item(s) included in the tender document along with respective quantities.
- 2.16. **“Singular and Plural”** Words importing the singular number shall also include the plural and vice versa where the context requires.
- 2.17. **“MCF/RBL”** shall mean Modern Coach Factory/Raebareli.
- 2.18. **“TTC/ MCF”** shall mean Technical Training Centre/ Modern Coach Factory.
- 2.19. **“Tenderer”** shall mean the person / the firm / co-operative or company whether incorporated or not who submitted their offer to carry out the work detailed in tender document with the Railways and shall include their personal representatives, successors and permitted assigns are termed tenderer(s) in these documents.
3. **Books of reference:** These tender documents are to be read with “Indian Railway’s General Conditions of Contract (GCC April 2022)” as amended by updated correction slips till the date of tender opening referred as “GCC” hereafter.
4. **Inspection of data:** Other information for the work, relevant to this tender, may be obtained from the office of Dy. Chief Mechanical Engineer/Planning, or Mech. Design office or Dy CME (Safety & Training) Administrative Building, Modern Coach Factory, Raebareli or at TTC MCF on any working day during working/office hours.
5. **Bid Security**
 - 5.1.a. The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:

Value of the Work	Bid Security
For works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work
For works estimated to cost more than ₹ 1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore

Note:

- i. The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
 - ii. Any firm recognized by the Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
 - iii. Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- 5.1.b. It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- 5.1.c. If his tender is accepted, this Bid Security mentioned in sub para 8.1 a above 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. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- 5.2.** The Bid Security shall be deposited either in cash through e payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA of Indian Railway's General Conditions of Contract (GCC April 2022) and shall be valid for a period of 90days beyond the bid validity period
- 5.3.** In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured
- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days before the closing date for the deadline of submission of bids (i.e. excluding the last date of submission of bids).

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- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- 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.

6. 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.
- (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.
- (a) (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**.

- 6.1. The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V**. Non submission of above 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 is qualifying the Qualifying Criteria mentioned in the Tender Document.
7. **Inspection of site:** Bidders must acquaint himself, at his own responsibility, risk and expense, with all information of the site of work and their neighbor hoods, actual working and other prevalent conditions, laws/regulations, availability and suitability of local labours, materials, accessibility of site of work sources and availability of water, electricity, camp site, market, banking facilities etc. and all such possible factors as have bearing on rates and progress of the work under this tender and all these factors should be taken into consideration before submitting this tender.
8. **Bidder's details:** Tenderer(s)/Bidders are advised to keep and maintain their information (like company profile, Permanent address, Postal address, contact numbers, email ids, bank details etc.) up to date on Indian Railway tendering Portal i.e. www.ireps.gov.in as the tendering department may use this information for making payments to the bills, and for other statutory purposes.

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Any communication sent in time to the Bidder by post or by email at the postal addresses or e-mail id shall be deemed to have reached the bidder duly and in time. Important documents shall be sent by Registered Post or email also.

The bidder must keep the Railways informed of any change of address during the currency of tender of work in his own interest and the same shall be updated on www.ireps.gov.in in real time.

9. **Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and 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
10. **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. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.
11. **Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re tender for that work
12. **Form of Contract Document:** Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).
 - 12.1. For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form given in Indian Railway's General Conditions of Contract (GCC April 2022), with all correction slips up-to-date. The Contract Agreement for Works is given as **Annexure-IV of Chapter 3**
13. **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/

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their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

14. If the tenderer(s) deliberately gives / gives wrong information in his / their tender or creates circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.

Modern Coach Factory

CONTRACT AGREEMENT OF WORKS

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:

**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,

M/s_____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No._____ of _____(*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 the 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 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

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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 purposes. Details as appropriate are to be filled in suitably by the tenderer.**

Standard General Conditions of Contract

It shall be governed through Indian Railway's General Conditions of Contract (GCC April 2022), with all correction slips up-to-date.

Note:

- For ready reference, "Indian Railway's General Conditions of Contract (GCC April 2022)" may be downloaded from Ministry of Railways (Railway Board)-Indian Railway Website, whose download link is at www.indianrailways.gov.in
- Indian Railway's General Conditions of Contract (GCC April 2022) and its all the amendments/correction slips are an integral part of this tender document.
- Indian Railway's General Conditions of Contract (GCC April 2022), as amended by updated correction slips till the date of tender opening shall also be applicable as integral part of this tender document.

Few paras are quoted for information of Bidder(s)

GENERAL OBLIGATIONS

2. (1) Execution Co-Relation and Intent of Contract Documents: The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipment and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

2.(2) If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.

2. (3) If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.

3. (1) Law Governing the Contract: The contract shall be governed by the law for the time being in force in the Republic of India.

3.(2) Compliance to Regulations and Bye-Laws: The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of

any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

4. Communications to be in Writing: All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.

5. Service of Notices on Contractors: The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/ e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.

6. Occupation and Use of Land: No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

16.(1) Security Deposit: 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, 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.

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

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

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

16.(2) (i) 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) **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), in case applicable.

16. (2) (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, 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 these conditions, the Security Deposit shall not be forfeited.

16.(3) 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 this clause will be payable with interest accrued thereon.

16.(4) 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 the contract is terminated, the railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by

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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;
 - 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 any 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.
- 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.
- f. Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- g. The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- i. Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - ii. Failure by the Contractor to pay the 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 these conditions.

17. Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

17A Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

(i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.

(ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with

the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

(iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer

17B Extension of Time with Liquidated Damages (LD) for delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30 % of contract value of the works for each week or part of the week.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not

exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

17C Bonus for Early Completion of Work: In open tenders having advertised value more than Rs.50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out the bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.

18.(1) Illegal Gratification: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

18.(2) The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive.

In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.

36.(1) Suspension of Works: The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:

- (a) Provided for in the contract, or
- (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and or
- (c) Necessary for the safety of the works or any part thereof, or
- (d) Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site, or
- (e) Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities, or
- (f) Due to instruction of The National Green Tribunal or any other statutory authority due to high level of pollution in the city of worksite.

36.(2) The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of time for completion of the works as the Engineer may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

36.(3) Suspension Lasting More than 3 Months: If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the Railway.

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 (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

(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 contract 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;

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 items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

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 Bill(s) of Quantities. Any extra item(s)/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.

46A. Price Variation Clause (PVC): Not Applicable

DETERMINATION OF CONTRACT

61.(1) Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof.

61.(2) Payment on Determination of Contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.

61.(3) The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

62.(1) Determination of Contract owing to Default of Contractor:

If the Contractor should:

- i. Becomes bankrupt or insolvent, or
- ii. Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- iii. Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- iv. Have an execution levied on his goods or property on the works, or
- v. Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- vi. Abandon the contract, or
- vii. Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- viii. Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- ix. Fail to Execute the contract documents in terms of Para 8 of the Instructions to Tenderers.
- x. Fail to submit the documents pertaining to identity of JV and PAN in terms of Para 17.11 of Tender Form (Second Sheet) of Annexure I available in the Instructions to Tenderers.
- xi. Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- xii. Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of these Conditions, or
- xiii. Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of these Conditions, or
- xiv. Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- xv. Fail to adhere to the provisions of Para 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderers, or provision Clause 59(9) of these Conditions.
- xvi. Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX) in writing to that effect and if the Contractor

does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII, as the case may be) should be issued.

Note: Engineer at his discretion may resort to the part termination of contract with notices (Proforma at Annexure- IX, XII and XIII), only in cases where progress of work is more than or equal to 80% of the original scope of work.

62.(2) Right of Railway after Rescission of Contract owing to Default of Contractor: In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:

(a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

(b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in the new contract.

(c) In the contract rescinded in part or parts,

(i) The full Performance Guarantee available for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of the part terminated contract stands reduced to the balance value of work under the contract.

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- (ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these Conditions.
- (iii) The defaulting Contractor shall not be issued any completion certificate for the contract.
- (iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- (v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in the new contract.
- (d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

63. Conciliation of Disputes:

- (i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.
- (ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional

Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.

- (iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- (iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- (v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- (vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act, 1996.

63.1 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.

63.2 Dispute Adjudication Board (DAB): This clause is applicable in the tender having advertised value more than Rs 50 Crore.

63.2.1 Any dispute/s if not settled with the Engineer, shall be referred to DAB.

The DAB shall consist of a panel of three Retired Railway Officers, retired not below senior administrative grade (SAG). The DAB shall be formed within 90 days of signing of Contract Agreement. For this purpose, a panel of DAB members shall be maintained in the General Manager's office. The complete panel, which shall not be less than five members, shall be sent by Chief Engineer to the Contractor to nominate one member of the DAB from the panel as Contractor's nominee within two weeks of receipt of the panel. On receipt of Contractor's nominee, the Chief Engineer shall nominate one member from the same panel as Railway

nominee for the DAB. Both above nominees shall jointly select the presiding member of the DAB from the same panel.

63.2.2 The appointment of DAB shall be effectuated by way of a tri-partite agreement among the Railway, Contractor and the respective DAB members. The terms of the remuneration of each member shall be fixed by the Ministry of Railways from time to time. Each party shall be responsible for paying one-half of this remuneration.

63.2.3 If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the Chief Engineer fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.

63.2.4 The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Railway or the Contractor acting alone. Unless otherwise agreed by both the Parties, the appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.

63.2.5 Before start of DAB proceedings, each DAB member shall give the following certificate to the Railway and the Contractor:

“I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality.”

63.2.6 DAB proceedings shall be conducted as decided by the DAB. The DAB shall give its decision within 90 days of a Dispute referred to it by any of the Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the contract. This time limit shall be extendable subject to the Parties mutual agreement.

63.2.7 The DAB decision shall not be binding on both the Parties. In case any party is not satisfied by the decision of DAB, then the aggrieved party may approach the Arbitral Tribunal for arbitration proceedings.

63.2.8 No dispute shall be referred to the Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to any reason, the disputes can be directly referred to the Arbitral Tribunal to adjudicate the dispute.

63.2.9 In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a

statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.

63.2.10 Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.

63.2.11 In case DAB decision is not challenged by either party within 180 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.

63.2.12 The obligation of the Railway and the Contractor shall not be altered by reasons of issue being or under reference to DAB.

63.2.13 The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultations with parties.

63.2.14 It is a term of this contract that the Parties shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through DAB and Arbitral Tribunal.

64.(1) : Demand for Arbitration:

64.(1)(i): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the “excepted matters” referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

64.(1)(ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

64.(1)(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions.

64.(1)(iii)(a): The Arbitration proceedings shall be assumed to have commenced from the day a written and valid demand for arbitration is received by the Railway.

64.(1)(iii)(b): The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

64.(1)(iii)(c): The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.

64.(1)(iii)(d): Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

64.(1)(iv): No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

64.(1)(v): If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

64.(2): Obligation During Pendency of Arbitration: Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64.(3) : Appointment of Arbitrator:

64.(3)(a) : Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:

64.(3)(a)(i): In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

64.(3)(a)(ii): In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.

64.3.(a).iii: The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

64.(3)(b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:

(i) In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

The Contractor will be asked to suggest to the General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator within 30 days from the receipt of the names of Contractor's nominees.

(ii) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

64.(3)(c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

64.(3) (c) (ii): (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

64.3(c)(iii): (i) Qualification of Arbitrator (s):

(a) Serving Gazetted Railway Officers of not below JA Grade level.

(b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.

(c) Age of arbitrator at the time of appointment shall be below 70 years.

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a)(i), 64.(3)(a)(ii), 64.(3)(b)(i) & 64.(3)(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

64.(3)(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.

64.(3)(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

64.(3)(d)(iii): A party may apply to the Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

64.(4): In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

64.(5): Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

64. (6): The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

64.(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of the Standard General Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

64.(8) In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

Annexure– IX

(Reference Clause 62. (1)

Registered Acknowledgement Due

PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS

(DETAILS OF PART OF WORK TO BE MENTIONED)

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/part of work (details of part of work to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Annexure– X

Reference Para 62(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE For Whole Work

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Seven days' notice under Clause 62 of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

2. You are hereby given 48 hours' notice in terms of Clause 62 of the Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Annexure– XI

Reference Para 62.(1)

Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE

_____ **RAILWAY**
(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of the Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Scope Of Work

1. **Name of the Work:** Welder Training, Skilling (under Skill India Mission) & Competency Assessment of Railway & Contractual Welders at MCF, as per ISO 9606-1:2017 (or latest) through M/s Braithwaite Ltd on Single Tender.
2. **Place of Execution:** Technical Training Centre, Modern Coach Factory, Lalganj Raebareli.
3. **Completion Period:** Completion period for the work is 24 months which is to be counted from the date of actual start of work. Work must be started within 30 days from the date of issue of LOA. Maintenance period will be one month . SD (Security deposit) will be released after completing the maintenance period and after passing of the final bill.
4. **Training Days:** Mondays to Saturdays except National Holidays (NHs) and Sundays.
5. **Tentative Training Timings:**

Monday to Friday	9:15 hrs - 13:00 hrs and 14:00 hrs - 17:30 hrs
Saturdays	9:15 hrs - 13:00 hrs

6. **Trained Instructors:** The firm shall depute only trained and qualified instructors for any training schedule under this work. A list of qualified instructors employed by the firm shall be provided in advance of the training schedule to the concerned officers of TTC. For each training program, at least one trained and qualified instructor and one demonstrator shall be deputed by the firm for the complete training duration. If more than one training schedule are conducted at a time, separate instructors and demonstrators shall be deputed for each training schedule.

The instructor and demonstrator shall wear Formals only with their ID cards on them at all times during training. The instructor shall not generally be changed between an ongoing training schedule, however, the same may be done in exceptional circumstances by the firm with the written permission of the officer in-charge of TTC. If MCF feels any need to change the instructor, the firm shall immediately comply.

Instructors shall be provided Identity Card as per **Annexure H**.

The firm shall be required to submit Police verification of instructors as per **Annexure I** before the start of the work.

7. **Mode of training:** The training shall be conducted in TTC class rooms for theoretical portions and in TTC workshops for Practical sessions. The preferred language for all training programs shall be in Hindi. All instructors and demonstrators shall be well versed in Hindi language.
8. **Welcome Kits:** A welcome kit including a Folder containing at least a Notepad (at least 50 Pages), Pen, Training Schedule and Training/study material shall be given to all the candidates undergoing training.
9. **Training Material:** Training material shall be made tailored custom to the needs and requirements of MCF/Railways. The training material shall not be generalized but specific to the on job requirements of the welders. Detailed training material to be given to each candidate in both English and Hindi in hard copies and 02 additional sets for office use. Training material shall mandatorily be given in Soft copies to TTC.
10. **Control over Railways data:** The data/information collected for making Training material (photographs, videos, surveys etc) or otherwise shall be used only for training schedules under this contract and not for any other purpose. Use of such data/information for any other purpose is strictly prohibited.
11. **Preparation Testing of Weld Samples:** The raw materials for weld coupon preparation shall be provided by MCF. The samples shall be made in accordance with ISO 9606-1 and the testing of the weld samples (visual, Non destructive and destructive tests) shall also be done as mentioned in ISO 9606-1. The DT Tests shall be carried out by M&C Lab of MCF.
12. **Issuance of Certificates:**
 - 12.1. Qualification/ Competency certificates shall be issued to successful candidates by the firm, subject to the satisfaction of TTC MCF officials or Chief Engineer/ Engineer's representatives.
 - 12.2. Candidates who fail in the 1st attempt shall be given another chance to appear in the test at no additional cost by the contractor.
 - 12.3. However, it shall be incumbent upon the Contractor to make full efforts with the failed candidates to bring them upto the desired level of Qualification/ Competency. Additional tests/ exams may be conducted by firm, if applicable, at own cost.
 - 12.4. Initially failed candidates shall be issued qualification/competency certificates subject to the satisfaction of TTC MCF officials or Chief Engineer/ Engineer's representatives. Payment towards training of such candidates (as per respective schedule) shall be processed thereafter.

13. Mode of Teaching:

- 13.1. The mode of teaching will be physical in classes. Online mode classes will not be resorted to unless extreme circumstances warrant so and written authorisation is given by TTC MCF officials.
- 13.2. The language of teaching will be primarily in Hindi (English can be resorted to should the need arise from students themselves). Study material must be given in Hindi and English. Presentations/ Slides may be in English, but complete understanding of the subject matter should be given to trainees in their language of understanding.

14. Scope of Firm

- 14.1. Trainer/Instructor must be at least qualified up to International Welding Technologist (IWT) or International Welding Engineer (IWE). The Practical training team (at least 5 members) must Include at least one welder certified according to ISO 9606-1.
- 14.2. Welders Certificate issuer must be qualified as IWT (International Welding Technologist) or IWE (International Welding Engineer).
- 14.3. Assessment of welder grade should be determined as per ISO 9606-1 and categorization as per IS 7310, on the basis of theoretical knowledge and practical performance by competent examining body.
- 14.4. The firm will provide manpower for handling Miscellaneous Jobs during the training.
- 14.5. Standees/ Relevant posters, Questioner and relevant interactive session to be organized by the firm.
- 14.6. Firm will deliver hard copies of training material/study material (Should be in Hindi and English language both) and certificates (with minimum validity of three years) (as per ISO 9606-1) to each successful welder.

15. Scope of MCF

- 15.1. Class Room for Theory with Projector, Computer, White Board and other class room consumables.
- 15.2. Sufficient MS/SS plates of standard size (as available) for practice and making test specimens.

15.3. Welding simulator machine, Welding Machine (SMAW,GTAW,GMAW, PLASMA) with Electrodes and other consumables for practice.

15.4. Conduct testing of Test pieces through CMT Lab.

16. Training Details

16.1. The work of Welder Training, Skilling (under Skill India Mission) & Competency Assessment of Railway & Contractual Welders at MCF, as per ISO 9606-1:2017 (or latest) shall be done as per the tentative details as given below:

Schedule	Item	Remarks
1	Training of nominated Supervisors as Responsible Welding Co-Ordinator (welding quality control co ordinator); as per ISO 3834 practices/ ISO 9606-1	<ul style="list-style-type: none">● Training Duration: 06 Days● Batch Strength: 5-10 candidates per batch● Total candidates: 20 supervisors● Training Program: As per Annexure C (1)
2	Railway Welders Initial Qualification One-Time Training, Assessment & Certification Of Railway Welders as per ISO 9606-1 which covers the following:	<ul style="list-style-type: none">● Training Duration: 06 Days● Batch Strength: 10-20 candidates per batch● Total candidates: 240 supervisors● Training Program: As per Annexure C (2)
3	Confirmation of the validity of Railway Welders Railway welder validity confirmation every 6 months, as per ISO 9606-I/ ISO 3834 practices	<ul style="list-style-type: none">● Training Duration: 02 Days● Batch Strength: 10-20 candidates per batch● Total candidates: 240 welders● Training Program: As per Annexure C (3)
4	Welding Skilling & Competency Enhancement at CoE under Skill India Mission Enhancement of Skill and Competency assessment of Contractual Welders as per ISO 9606-1	<ul style="list-style-type: none">● Training Duration: 02 Days● Batch Strength: 10-20 candidates per batch● Total candidates: 208 Welders● Training Program: As per Annexure C (4)

- 16.2. The tentative scope/ topics/ curriculum of classes to be covered is given in **Annexure C** for guidance. Bidder shall design its own curriculum as per ISO 9606-1 and submit to TTC MCF before starting of work.

17. Feedback of participants

- 17.1. It is mandatory to take feedback from participants. Feedback forms must be objectively designed for each and every class session. Feedback forms must be submitted to TTC/ MCF at the end of each schedule completion, with signature of each and every participant.
- 17.2. A format of Feedback form is given in **Annexure D**.
- 17.3. At the end of each course, a summary of the feedback form in both Quantitative and Qualitative form must be submitted to officials of TTC/ MCF. This shall be mandatorily required for passing of each bill payment.

18. Payment

- 18.1. Payment will be made on quarterly basis (every 3 months) from the date of commencement of training based on the actual number of welders completed training. The completion of training will be considered, when a welder will receive a qualification/ competency certificate after successful completion of theoretical and practical training, exams/ tests and/ or practical demonstrations (as applicable).
- 18.2. The payment to the Contractor will be made through NEFT System. Bidder to provide details as per **Annexure G** for Firm's Contact & Bank Details.
- 18.3. Contractor should submit a bill in proper format on Monthly basis, for the actual work done (completed coaches) to authorized Railway representative of MCF/RBL. The Railway representative will be authorized by the Chief Engineer or Engineer. The engineer's representative will certify/get certification of the work mentioned in the bill & forward the bill to the engineer for payment along with his detailed report. Bill formats & Measurement book shall be signed by the Railway representative (authorized by Chief Engineer/ Engineer) & the Contractor.
- 18.4. Payment will be made by PFA/MCF/RBL or his authorised officer, after certified by the consignee as work was satisfactory.
- 18.5. Offered rates should be inclusive of all taxes, freight charges and misc. expenditures and no Claim for GST, freight charges or any expenditure/charges will be entertained by the Railway administration at any

stage and Account whatsoever. SCHEDULE OF RATES & QUANTITIES is given at **Annexure E**.

- 18.6. Necessary Taxes and charges will be deducted from the Contractor bill by the Railways as where applicable that time.

19. Penalty Clause

Penalty as listed below shall be applicable as below in addition to non-payment for that item:

SN	Items	Penalty (Rs.)
1	Late coming of Instructor or demonstrator by more than 30 minutes	2000/- per occasion
2	Absence of Instructor or demonstrator	5000/- per occasion
3	Misconduct by Instructor or demonstrator/ chewing tobacco/ smoking/ under influence of Alcohol	5000/- per occasion
4	Instructors or demonstrators not wearing formals or ID cards	1000/- per occasion
5	Non provision of welcome kit or Training material	1000/- per occasion
6	Training Schedule not completed within prescribed timeline on account of firm.	1000/- per day of delay
7	Failure to submit feedback form	1000/- per occasion

Tentative Scope of Classes/ Curriculum

The following shall be the tentative scope of classes/ curriculum to be followed in the classes. Bidder shall design its one curriculum and submit to TTC MCF

1. Schedule 1: Training of nominated Supervisors as Responsible Welding Co-Ordinator (welding quality control co ordinator); as per ISO 3834 practices/ ISO 9606-1

	10.00 AM – 1.00 PM (1st HALF)	2.00 AM – 4.00 PM (2nd HALF)
DAY 1 (THEORY/ PRACTICAL)	<ul style="list-style-type: none"> • Introduction to various welding/ cutting processes. Mainly GMAW, MMAW, GTAW & SAW. • Oxy-fuel Cutting & Plasma Cutting. • Position in welding as per ISO. • Different types of Weld Joint & Edge Preparation 	<ul style="list-style-type: none"> • Practical session on Machine Parts, Weld Positions, Cutting Equipments etc.
DAY 2 (THEORY / PRACTICAL)	<ul style="list-style-type: none"> • PWPS, WPS, • PQR, Welder Certificate based on IS Standard. • WPS Based on ISO 9606-1& Detailed study of Drawings 	<ul style="list-style-type: none"> • Practical Welder Qualification to be done based on Qualified WPS.
DAY 3 (THEORY / PRACTICAL)	<ul style="list-style-type: none"> • Introduction to NDT / DT processes. • Welding Inspection 	<ul style="list-style-type: none"> • Practice set up of welder test information
DAY 4 (THEORY / PRACTICAL)	<ul style="list-style-type: none"> • Different types of Welding Defects, Causes, Effect & Remedies. Effect of Welding Parameters on Welding 	<ul style="list-style-type: none"> • Practical Session on weld defects.
DAY 5 (THEORY / PRACTICAL)	<ul style="list-style-type: none"> • Weldability of Metals & Alloys, Different Welding Consumables, Control of Distortion in Practical Jobs 	<ul style="list-style-type: none"> • Practical session on Welding Consumables-Nomenclature, Proper Usages, Preservation etc.
DAY 6	Evolution & Assessment	- -

2. Schedule 2: Railway Welders Initial Qualification One-Time Training, Assessment & Certification Of Railway Welders as per ISO 9606-1 (as per Para No 9.1 of ISO 9606-1:2017)

	10.00 AM – 1.00 PM (1st HALF)	2.00 AM – 4.00 PM (2nd HALF)
DAY 1 (THEORY/ PRACTICAL)	<ul style="list-style-type: none">● Introduction to various welding/ cutting processes. Mainly GMAW, MMAW, GTAW & SAW.● Oxy-fuel Cutting & Plasma Cutting.● Position in welding as per ISO.● Different types of Weld Joint & Edge Preparation	<ul style="list-style-type: none">● Practical session on Machine Parts, Weld Positions, Cutting Equipments etc.
DAY 2 (THEORY / PRACTICAL)	<ul style="list-style-type: none">● PWPS, WPS,● PQR, Welder Certificate based on IS Standard.● WPS Based on ISO 9606-1& Detailed study of Drawings	<ul style="list-style-type: none">● Practical Welder Qualification to be done based on Qualified WPS.
DAY 3 (THEORY / PRACTICAL)	<ul style="list-style-type: none">● Introduction to NDT / DT processes.● Welding Inspection	<ul style="list-style-type: none">● Practice set up of welder test information
DAY 4 (THEORY / PRACTICAL)	<ul style="list-style-type: none">● Different types of Welding Defects, Causes, Effect & Remedies. Effect of Welding Parameters on Welding	<ul style="list-style-type: none">● Practical Session on weld defects.
DAY 5 (THEORY / PRACTICAL)	<ul style="list-style-type: none">● Weldability of Metals & Alloys, Different Welding Consumables, Control of Distortion in Practical Jobs	<ul style="list-style-type: none">● Practical session on Welding Consumables-Nomenclature, Proper Usages, Preservation etc.
DAY 6	Evolution & Assessment	--

- 3. Schedule 3:** Confirmation of the validity Railway welder validity confirmation only for the first time after 6 months of initial certification, as per ISO 9606-I/ ISO 3834 practice (as per Para No 9.2 of ISO 9606-1:2017)

	10.00 AM – 1.00 PM (1st HALF)	2.00 AM – 4.00 PM (2nd HALF)
DAY 1 (THEORY)	<ul style="list-style-type: none"> • Introduction to various welding / cutting processes. • Position in welding as per ISO / AWS. • Joint types / Edge preparation understanding weld defects and distortion effects spot and start in weld inspection, weld size / Bead formation. • Understanding of weld symbols, standard, specifications • Verifying raw materials and consumables. • Understanding and preparation of WPS/PQR/WPQ. • Concepts of welding parameters, interphases temperature. • Various welding terminology, theory on heat effected zone, checking of equipment calibration process. • Introduction to NDT/ DT processes. • Inspection gauges Material testing after welding. • Verification of base metal compatibility. • Knowledge of materials and their behaviour during welding pre- heat and post-heat weld treatment. 	<ul style="list-style-type: none"> • Basic welding consumables SMAW, GMAW, GTAW, SAW etc. • Selection of gases. • Basics of welding equipment. • CC/CV/ Thyristor /Inverter and effects on weld quality. • Use of tong tester. • Weld joints checks before, during and after welding • Practice of various welding / cutting processes including checking various features of equipment. • Identifying weld defects. • Visual and DP test check. • Practice set up of welder test information • Theory on work practice by welders / supervisors. • Preparation of comprehensive welding inspection report.
DAY 2 (PRACTICAL)	Practical Practice/Test as per ISO 9606-1/ISO 3834 practices	

4. Schedule 4: Welding Skilling & Competency Enhancement of Contractual Welders (Under Skill India Mission); Enhancement of Skill and Competency assessment of Contractual Welders as per ISO 9606-1

	10.00 AM – 1.00 PM (1st HALF)	2.00 AM – 4.00 PM (2nd HALF)
DAY 1 (THEORY)	<ul style="list-style-type: none">● Introduction to various welding / cutting processes.● Position in welding as per ISO / AWS.● Joint types / Edge preparation understanding weld defects and distortion effects spot and start in weld inspection, weld size / Bead formation.● Understanding of weld symbols, standard, specifications● Verifying raw materials and consumables.● Understanding and preparation of WPS/PQR/WPQ.● Concepts of welding parameters, interphases temperature.● Various welding terminology, theory on heat effected zone, checking of equipment calibration process.● Introduction to NDT/ DT processes.● Inspection gauges Material testing after welding.● Verification of base metal compatibility.● Knowledge of materials and their behaviour during welding pre-heat and post-heat weld treatment.	<ul style="list-style-type: none">● Basic welding consumables SMAW, GMAW, GTAW, SAW etc.● Selection of gases.● Basics of welding equipment.● CC/CV/ Thyristor /Inverter and effects on weld quality.● Use of tong tester.● Weld joints checks before, during and after welding● Practice of various welding / cutting processes including checking various features of equipment.● Identifying weld defects.● Visual and DP test check.● Practice set up of welder test information● Theory on work practice by welders / supervisors.● Preparation of comprehensive welding inspection report.
DAY 2 (PRACTICAL)	Practical Practice/Test as per ISO 9606-1/ISO 3834 practices	

Feedback Format

Schedule/ Course Name.....	From Date To Date.....
----------------------------	------------------------------

Name of Participant Designation..... (Optional)

Content		
Was the content interesting?	Yes	No
Was the content understandable?	Yes	No
Were all doubts removed?	Yes	No

Presentation & Communication					
Language/ Delivery of Classroom lectures	5	4	3	2	1
Help in Practical demonstrations by Trainer	5	4	3	2	1
Understanding of Welding defects and welding methods	5	4	3	2	1
Removal of Doubts	5	4	3	2	1

Overall					
How satisfied are you with the course	5	4	3	2	1
Overall impression about the course	5	4	3	2	1
Ability of lecturer to answer your doubts	5	4	3	2	1

Any other Remarks/ Suggestion by participant

Note:

1. Participants to give ranking out of 5 (1 being lowest and 5 being highest)

SCHEDULE OF RATES & QUANTITIES

Name of work: Welder Training, Skilling (under Skill India Mission) & Competency Assessment of Railway & Contractual Welders at MCF, as per ISO 9606-1:2017 (or latest) through M/s Braithwaite Ltd on Single Tender

SN	Training Program	Quantity	Unit	Rate	Total cost (in Rs)
1	Training of nominated Supervisors as Responsible Welding Co-Ordinator (welding quality control co ordinator); as per ISO 3834 practices/ ISO 9606-1	20	No of Supervisors	20,000	4,00,000
2	Railway Welders Initial Qualification One-Time Training, Assessment & Certification Of Railway Welders as per ISO 9606-1 (as per Para No 9.1 of ISO 9606-1:2017)	240	Nos. of welders	15,000	36,00,000
3	Confirmation of the validity Railway welder validity confirmation only for the first time after 6 months of initial certification, as per ISO 9606-I/ ISO 3834 practices (as per Para No 9.2 of ISO 9606-1:2017)	240	Nos. of welders	8,000	19,20,000
4	Welding Skilling & Competency Enhancement of Contractual Welders (Under Skill India Mission); Enhancement of Skill and Competency assessment of Contractual Welders as per ISO 9606-1	208	Nos. of welders	8,000	16,64,000
5	SUB TOTAL				75,84,000
6	GST@ 18 %				13,65,120
7	GRAND TOTAL				89,49,120

NOTE:

1. GST@18% is taken only for estimation purposes and actual GST will be paid on showing evidence during the bill submission. However, the tenderer has to submit his/her bid including 18% GST.
2. If any tenderer offers the price with deviation of GST (GST other than 18%) , Then the rate of his/her bid, first, will be converted to base rate and then the rate added with 18% GST and then offer will be evaluated.
3. For Example :- Bid value = Rs. 105/- (with 5% GST) Then the basic rate of bid = $105/1.05 = \text{Rs. } 100 \text{ /-}$ Now bid value with 18% GST = $100 \times 1.18 = \text{Rs. } 118 \text{ /-}$

So the value of Rs. 118/- will be taken for evaluating / deciding the inter-se rank of the offer.

DEVIATION SCHEDULE
(Bidder may add more sheets if space is not adequate)

Part No. & Clause No.	Deviation	Proposed clause

In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the tenderer (s) has not proposed any deviations from tender documents .

Signature of the Bidder (s)
Bidder (s) seal

Annexure G

(This form should be filled and signed by bank official in which contractor has their current account and scanned copy should be uploaded with other required documents)

Firm's Contact& Bank Details

(The following details are required for NEFT Payment)

1. Contractor's /Firm's Name
2. Contractor's /Firm's Address
3. Bank Account Number
4. Type of Account (Saving/Current)
5. Name of Bank
6. Full Address of Branch
7. Branch Code No
8. IFSC Code/RTGS Code
9. PAN Card No
10. Address for Corresponding:
11. IREPS ID -

	Contractor Seal and Sign Name:
	Mobile
	Supervisor mobile no

IDENTITY CARD

**This Identity Card is valid only in premises of
Technical Training Centre/ MCF, Rae Bareli or Shop Floor with written authorisation by
representatives of TTC/ MCF**

Identity Card No.: _____ Date of Issue: .

Contract Agreement No.: _____

Name of the Contractor: _____ and address.

Particulars of Employee

- i. Name of the Employee:
- ii. Date of birth/ Age:
- iii. Personal Identification marks:
- iv. Permanent Address:
- v. Aadhar card/PAN card/Driving License or any other I-Card No.
- vi. Valid up to:

(SIGNATURE OF CONTRACTOR)

The person who signed the original Tender
document or Employee authorized by him
(with Stamp)

**Signature of Rly
representative (with Stamp)**

Annexure I

POLICE VERIFICATION

Particulars of Employee :-

1. Full Name with Aliases:
2. Parent's Names :
3. Nationality :
4. Present Address in full with police station & District:
5. Period of Residence :
6. Home/ Permanent Address in full with police station & District:
7. Addresses with police stations & Districts where the applicant
8. Has resided continuously for more than 06 months in the past 05 years:
9. Aadhaar Number* :
10. The applicant has been involved in a criminal case or accused (Yes / No), If Yes, then details:
11. The applicant has been arrested in connection with a criminal Case (Yes / No), If Yes, then details :
12. The applicant has been convicted for a criminal offence (Yes / No), If Yes , then details:

***Optional**

Declaration (By Applicant) : I certify the above information is correct and complete to the best of my knowledge and belief.

Countersigned by :	Signature of Applicant Date Place
Contracting Railway Supervisor Date Place	

Police Certificate :

The details as stated above are correct and the above person does not have any criminal case registered or pending against him in any court of law as per official records available.

Counter Signature of Authorized Signatory with Stamp

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