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2020/Track-III/TK/12

I/3072/J7/2023



**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BOARD**

2017/Track-III/TK/13

New Delhi, dated 14-07-2023

Principal Chief Engineer,
All Zonal Railways

Sub:Contract for track renewal by TRT machines on complete outsourcing.

Ref: This office letter of even no. dated 19-06-2023.

Vide Board's above referred letter a tender document for subject mentioned work, duly approved by Member(Finance), Member(Operations & Business Development) and Member(Infrastructure) was sent to all Zonal Railways for necessary action for calling tender.

Based on the suggestions received from the Zonal Railways and following the deliberations held in Board's office it has been decided to make minor amendment in few clauses of the tender document which are enclosed as Annexure-I.

All Zonal Railways are advised to incorporate these changes in the tender document issued on 19-06-2023 vide above reference.

DA : as above

Vijay
14/7/2023

**(VIJAY SINGH)
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RAILWAY BOARD
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SN.	Clause No.	Existing Clause	Modified Clause
1	7.3 (b)	Example: For this service JV 'ABC' consisting of members 'A' with 50% share, member 'B' with 35% share and member 'C' with 15% share has quoted. Member 'A' was also member of an earlier JV with 40% share and Member 'B' was also member in an earlier JV with 35% share and JV completed service of Rs. 200 crore. Then, member 'A' will earn financial credentials of $0.40 \times 400 \times 200 = \text{Rs. } 40 \text{ 80 crore}$ and member 'B' will earn financial credentials of $0.35 \times 200 = \text{Rs. } 70 \text{ crore}$. Total financial credentials of JV 'ABC' will be $\text{Rs. } 40 \text{ 80 crore} + \text{Rs. } 70 \text{ crore} = \text{Rs. } 41 \text{ 50 crore}$. Credentials of 'C' will not be counted as its share in current JV is 15%, which is less than 20%.	Example: For this service JV 'ABC' consisting of members 'A' with 50% share, member 'B' with 35% share and member 'C' with 15% share has quoted. Member 'A' was also member of an earlier JV with 40% share who has completed service of Rs. 100 crore and Member 'B' was also member in an earlier JV with 35% share and JV received payment of Rs. 200 crore. Then, member 'A' will earn financial credentials of $0.40 \times 100 = \text{Rs. } 40 \text{ crore}$ and member 'B' will earn financial credentials of $0.35 \times 200 = \text{Rs. } 70 \text{ crore}$. Total financial credentials of JV 'ABC' will be $\text{Rs. } 40 \text{ crore} + \text{Rs. } 70 \text{ crore} = \text{Rs. } 110 \text{ crore}$. Credentials of 'C' will not be counted as its share in current JV is 15%, which is less than 20%.
2.	9	... Annexure XI Annexure X
3.	13	Preparation & Submission of Document: The bidder is advised to acquaint himself about all the existing site conditions, Laws and regulations before submitting his/their Tender. All the contents of the Tender should be typed or handwritten in indelible blue ink and signed by bidder/authorized signatory of the bidder who shall also initial each page in Blue ink. The power of attorney must include the specimen signature of the authorized signatory duly attested by authorized person under applicable laws.	Preparation & Submission of Document: The bidder is advised to acquaint himself about all the existing site conditions, Laws and regulations before submitting his/their Tender. The tender document shall be downloaded from IREPS website. Required information shall be filled and signed by bidder/authorised signatory of the bidder who shall initial/ digitally sign all the documents and upload on IREPS website against the tender. The power of attorney must include the specimen signature of the authorized signatory duly attested by authorized person under applicable laws.
4.	Annexure-VII	Actual Date of Completion (The work/service/supply should have been completed either within current financial year or in last five financial years)	Actual Date of Completion (The work/service/supply should have been completed/ substantially completed either within current financial year or in last five financial years)
5.	Annexure VIII-B (E)	First Party wishes to enter into MoU on an exclusive basis with Second party which shall form part of the bid document and wherein individual scope obligations and responsibilities of the Parties is being defined.	First Party wishes to enter into MoU with Second party which shall form part of the bid document and wherein individual scope obligations and responsibilities of the Parties is being defined.
6.	Annexure VIII-B (9)	This MOU shall be governed by the laws of India and courts of Delhi shall have exclusive jurisdiction over the matters arising out of or relating to this MOU.	This MOU shall be governed by the laws of India and courts of { } shall have exclusive jurisdiction over the matters arising out of or relating to this MOU.

7.	Annexure VIII –B (12) (c)	90 days from the Effective Date	MOU shall be valid from concurrent period of validity of offer.
8.	3.1(b) (xxi)	Tamping of turnouts will be done by Railway by providing PCT machine on the day of track renewal or later including staff, consumables, diesel etc., as tamping of turnouts is not included in scope of service provider. Initial manual packing or subsequent packing if required to be done by the Service Provider will be paid as per relevant item of the schedule.	Tamping of turnouts will be done by Railway by providing PCT machine on the day of track renewal or later including staff, consumables, diesel etc., as tamping of turnouts is not included in scope of service provider. Initial packing or subsequent packing (Manual/Off Track Tampers) if required to be done by the Service Provider will be paid as per relevant item of the schedule.
9.	3.3	... The penalty and incentive are to be adjusted from the running bills of the service provider at the earliest.	... The penalty are to be adjusted from and incentives shall be paid with the running bills of the service provider at the earliest.
10.	6.1	Service provider will provide competent staff for operation and maintenance of track machine. For overall supervision, control and management of track machines and service, service provider will deploy one qualified graduate engineer having Degree in Civil engineering/Mechanical/Electrical/Industrial engineering along with overall working experience of minimum 8 years. This Engineer will also act as "Service provider's authorized engineer" as defined in clause 1.(1)(q) of General Conditions of Contract 2022 and in the latest correction slips.	Service provider will provide competent staff for operation and maintenance of track machine. For overall supervision, control and management of track machines and service, service provider will deploy one qualified graduate engineer having Degree in Civil engineering/Mechanical/Electrical/Industrial engineering along with overall working experience of minimum 8 years in Railway / Railway related working. This Engineer will also act as "Service provider's authorized engineer" as defined in clause 1.(1)(q) of General Conditions of Contract 2022 and in the latest correction slips.
11.	6.4.9	The track machine staff deployed by the service provider will fulfill the required age, educational, training and medical criteria as mentioned above.	The track machine staff deployed by the service provider will fulfill the required educational, training and medical criteria as mentioned above.
12.	6.4.11	6.0.1 The Service provider shall deploy a Safety Expert for the entire duration of contract to undertake following role/responsibility. a) To review the Safety Management Plan in accordance with the Railways standards. b) Assist in enhancing the safety awareness, Capacity Building through conduct of Training and proper acceptance of safety responsibilities. c) Assist in establishing a safety management system comprising inspections, audits, and training by competent experts/ agencies on a periodical basis. d) To conduct safety reviews and incident investigations, analyzing,	The Service provider shall deploy a Safety Expert having minimum education qualification of B.E./ B Tech and Diploma in Industrial safety for the entire duration of contract to undertake following role/responsibility. a) To review the Safety Management Plan in accordance with the Railways standards. b) Assist in enhancing the safety awareness, Capacity Building through conduct of Training and proper acceptance of safety responsibilities. c) Assist in establishing a safety management system

		<p>interpreting and reporting accidents/unusual statistical data.</p> <p>e) To assist in identifying and assessing health hazards and related locations and recommending solutions to either mitigate or minimize these risks.</p> <p>f) Inspect the site, apprise the working</p> <p>g) procedure and equipment at site and ensure compliance of safety procedures</p>	<p>comprising inspections, audits, and training by competent experts/ agencies on a periodical basis.</p> <p>d) To conduct safety reviews and incident investigations, analyzing, interpreting and reporting accidents/unusual statistical data.</p> <p>e) To assist in identifying and assessing health hazards and related locations and recommending solutions to either mitigate or minimize these risks.</p> <p>f) Inspect the site, apprise the working</p> <p>g) procedure and equipment at site and ensure compliance of safety procedures</p>
13.	6.10	<p>Mobilization schedule will be furnished by the successful Bidder within 60 days from the date of issue of LOA. For proper supervision of track services, the service provider will also deploy minimum two supervisors having diploma in civil/mechanical/electrical engineering and not less than 5 years of experience in railway track services. Suitable replacement is to be provided in case; supervisor(s) leaves their job. If service provider is not able to initially deploy the qualified supervisors as above, or provide a replacement within 15 days, a penalty of Rs. 50,000/- per month per supervisor or part thereof will be imposed. SrDEN is also empowered to stop the service with associated penalties under situation of shortage of qualified track supervisor(s).</p>	<p>Mobilization schedule will be furnished by the successful Bidder within 60 days from the date of issue of LOA. For proper supervision of track renewal & maintenance services, the service provider will also deploy minimum two supervisors having diploma in civil/mechanical/electrical engineering and not less than 5 years of experience in railway track services. Service provider shall ensure to impart training to supervisor as prescribed by Railways. Suitable replacement is to be provided in case; supervisor(s) leaves their job. If service provider is not able to initially deploy the qualified supervisors as above, or provide a replacement within 15 days, a penalty of Rs. 50,000/- per month per supervisor or part thereof will be imposed. SrDEN is also empowered to stop the service with associated penalties under situation of shortage of qualified track supervisor(s).</p>
14.	6.12	<p>Railway shall provide route learning to service provider's track machine operators in similar manner as applicable to railway track machine operators. No charge will be levied by railway from service provider. For movement from one service site to new service site and to/from IOH/POH, assistance of ALP/LP is provided by Railway without any extra cost.</p>	<p>Railway shall provide route learning to service provider's track machine operators in similar manner as applicable to railway track machine operators. No charge will be levied by railway from service provider. For first time movement from Factory/Port or One service site to new service site and to/from IOH/POH, assistance of ALP/LP is provided by Railway without any extra cost</p>
15.	12.1	<p>For accommodation of the service provider's machine staff, Railway shall provide refurbished camp coaches with bio-toilets as per RDSO drawing no RDSO/TM/01/11 for accommodation of staff. Such camp coaches will be stabled in the track machine siding/any other siding in same yard, for which no charge will be levied by Railways. Service provider will also maintain and</p>	<p>For accommodation of the service provider's machine staff, Railway shall provide refurbished camp coaches with bio-toilets as per RDSO drawing no RDSO/TM/01/11 for accommodation of staff. Such camp coaches will be stabled in the track machine siding/any other siding in same yard, for</p>

		keep the camp coaches track worthy as per railway rules. He is also permitted to improve the furnishings in the camp coaches.	which no charge will be levied by Railways. Service provider will also maintain and keep the camp coaches track worthy as per railway rules. He is also permitted to improve the furnishings in the camp coaches. IOH/ POH of the camping coaches will be done by Railway free of cost. Charges for providing electricity, water, fuel, consumables etc. shall be borne by service provider.
16.	SCC 6.9 & SCC 18	<p>Penalty/ Counter Penalties/ Damages</p> <p>SCC 6.9 : If staff is less than the proposed scale of staff, penalty as under will be imposed:</p> <p>Operator: Rs. 5000/- per day</p> <p>Technician: Rs. 3000/- per day</p> <p>Helper: Rs. 2000/- per day</p> <p>SCC 18: Operator: Rs. 5000/- per day</p> <p>Technician: Rs. 2000/- per day</p> <p>Helper: Rs. 1000/- per day.</p>	<p>Penalty/ Counter Penalties/ Damages</p> <p>SCC 6.9 : If staff is less than the proposed scale of staff, penalty as under will be imposed:</p> <p>Operator: Rs. 5000/- per day</p> <p>Technician: Rs. 3000/- per day</p> <p>Helper: Rs. 2000/- per day</p> <p>SCC 18: Operator: Rs. 5000/- per day</p> <p>Technician: Rs. 3000/- per day</p> <p>Helper: Rs. 2000/- per day.</p>
17.	SCC 6.10 & SCC 18	<p>Penalty/ Counter Penalties/ Damages</p> <p>SCC 6.10: ... If service provider is not able to initially deploy the qualified supervisors as above, or provide a replacement within 15 days, a penalty of Rs. 50,000/- per month per supervisor or part thereof will be imposed. SrDEN is also empowered to stop the service with associated penalties under situation of shortage of qualified track supervisor(s).</p> <p>SCC 18 :Rs. 3000/- per day per supervisor.</p>	<p>Penalty/ Counter Penalties/ Damages</p> <p>SCC 6.10: ... If service provider is not able to initially deploy the qualified supervisors as above, or provide a replacement within 15 days, a penalty of Rs. 50,000/- per month per supervisor or part thereof will be imposed. SrDEN is also empowered to stop the service with associated penalties under situation of shortage of qualified track supervisor(s).</p> <p>SCC 18: Rs. 50,000/- per month per supervisor or part thereof.</p>
18.		Nil	<p>Additional para 3.17 has been included in Part-I (Regulation for Tenders & Contract) which is as follows:</p> <p>Public procurement policy for goods produced and services rendered by Micro and small enterprises (MSEs) by central Ministries/Departments/Public sector undertakings(PSUs) issued vide Railway Board letter no. 2010/RS/G/363/1 dated 05/07/2012 shall be followed in the tender.</p>

19		Nil	<p>Additional Annexure 3A is added regarding certificates given by Joint venture (JV).</p> <p><i>(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.)</i></p> <p>I/We.....(Name), attorney/authorized signatory of the (constituent firm/constituent partner) and member/partner of the(tendering firm) hereby solemnly affirm and state as under:</p> <p>1. I/we certify that (constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.</p> <p>2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),</p> <p style="text-align: right;">SEAL AND SIGNATURE OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER</p> <p>Place: Dated:</p>
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