

## Modern Coach Factory, Raebareli

**E-tender no.:** MCF-MTL-WC-NABL-A-2023

**Dated:** 18/12/2023



### Start of Tender Document

## MODERN COACH FACTORY, RAEBARELI

### Tender Document

<b>E-tender No</b>	MCF-MTL-WC-NABL-A-2023	Dated:18/12/2023
<b>Type of tender</b>	Open, E-tender	
<b>Period of submission of tender document</b>	From 18/12/2023 to 10/01/2024	
<b>Date and time of closing</b>	10/01/2024 at 15:15 hrs.	
<b>Date and time of opening</b>	10/01/2024 at 15:30 hrs.	
<b>Name of Work</b>	Work of Training, documentation, conducting PT (Proficiency Test), ILC (Inter Lab Comparison), Payment of NABL Charges (Annual & Audit Expenses), Assistance during final Accreditation, Audit & NC closure, Lodging & boarding of NABL assessors for two years through private agency.	
<b>Place of Work</b>	Modern Coach Factory, Raebareli	
<b>Quantity</b>	01 Work	
<b>Period of Work</b>	Two year	
<b>Value of Work</b>	₹8,12,000/- (Rupees Eight Lakh Twelve Thousand Only)	
<b>Cost of e-tender documents</b>	₹2000/- (Rupees Two Thousand only)	
<b>Earnest Money Deposit (EMD)</b>	₹16,200/- (Rupees Sixteen thousand two hundred Only)	

**Dy.CQM-I**  
**Modern Coach Factory, Lalganj**  
**Raebareli, UP-229120**

## Modern Coach Factory, Raebareli

**E-tender no.:** MCF-MTL-WC-NABL-A-2023

**Dated:** 18/12/2023

### CHAPTER -1

#### SALIENT FEATURES

**NAME OF THE WORK:** Work of Training, documentation, conducting PT, ILC, Payment of NABL Charges (Annual & Audit Expenses), Assistance during final Accreditation, Audit & NC closure, Lodging & boarding of NABL assessors for two years through private agency.

1. Dy. CQM-I acting for and on behalf of the President of India invites e-tenders through Indian Railways portal [www.ireps.gov.in](http://www.ireps.gov.in) against Tender No MCF-MTL-WC-NABL-A-2023 closing date 10/01/2024 at 15.15 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 earnest money 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 documents containing complete description of the work, as also other terms and conditions are available at [www.ireps.gov.in](http://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 the due date of opening at its sole discretion.
6. Standard General Conditions of Contract of Indian Railways as amended /corrected up to latest correction slips are an integral part of this tender document.
7. The hard/physical copy of Standard General Conditions of Contract (GCC) of Indian Railways may be obtained from the office of the CQM, Modern Coach Factory, Raebareli on payment of Rs. 500/- in form of DD in favour of PFA/MCF/RBL payable at Lalganj, Raebareli, Uttar pradesh-229120.No tender document in hard copy will be sold from this office against the tender. Please read the instruction for e-tendering, General Condition of Contract (GCC), Special Condition of contract, scope of work etc. before filling the e-tender online
8. The bidding document is a non-transferrable document that shall not be transferred to any other agency. The digital signature of the bidder shall be considered as confirmation that the bidder has read and accepted all the conditions laid down in the Tender Documents.
9. In case of any contradiction in between GCC and this e-tender document, later shall prevail.
10. All the chapters and named documents mentioned below, taken together, if not scored off, shall constitute the complete e-tender document hereinafter referred to as "e-tender document" and have to be read together and acted upon accordingly. No part of the e-tender document can be relied upon or acted upon in isolation.

Chapter No.	Index of E-tender document	Page/s
N/A	Cover page	1
1	Salient Features	2-4
2	NIT (E-tender Notice in Hindi & English)	5-6
3	General Instructions	7-11
4	Standard general conditions of Contract	12

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5	Schedule of rate	13
6	Special terms and conditions	14-15
7	Scope of work	16-17
8	Annexure I,II,III,IV,V,VI,VII	18-24

**Note:** This e-tender document also contains Eight (08) chapters listed above including Seven (07) Annexures (Annexure-I to VII) attached and uploaded with this, which are named as under:

- Annexure I Declaration form for association with Railway Officer
- Annexure II Declaration form for relation with MCF/RBL Employee
- Annexure III Statement of Deviation
- Annexure IV Model Form of Bank Guarantee Bond
- Annexure V Form for Agreement
- Annexure VI Format for affidavit to be uploaded by tenderer along with the tender documents
- Annexure VII Scope extension of Material Testing Laboratory, MCF/RBL

**11.** In the event of any conflict between the Books of Reference and contents of various Chapters of these documents, the latter shall prevail.

**Scope of the Work:** Work of Training, documentation, conducting PT, ILC, Payment of NABL Charges (Annual & Audit Expenses), Assistance during final Accreditation, Audit & NC closure, Lodging & boarding of NABL assessors for two years through private agency.

**12. Approximate cost of the work:** The estimated cost of work covered under scope of this e-tender is Rs.8,12,000/- ( Rupees Eight Lakh Twelve Thousand Only) include all taxes.

**13. Date of Opening:** 10/01/2024 at 15.30 hrs.

**14. Closing of the tender:** The dully filled and digitally signed e-tender document shall be submitted online by 10/01/2024 at 15.15 hrs. The tender will be opened online on website [www.ireps.gov.in](http://www.ireps.gov.in) on the same day at 15.30 hrs. In any case, if the e-tender opening day is declared a holiday on account of any administrative reason, the e-tender shall be opened at the same time on the next working day.

**15. Amount of Earnest Money:** ₹ 16,200/- (Rupees Sixteen thousand two hundred only). MSEs registered with District Industries Centres, Khadi and Village Industries Commission, Khadi and Village Industries Board, Coir Board, NSIC, Directorate of Handicraft and Handloom, any other body specified by Ministry of MSME or start-ups as recognized by Department of Industrial Policy & Promotion shall be exempted from payment of EMD detailed in the bid.

**16. Validity of the offer:** A tenderer shall keep the offer open for a period of 60 days from the date of opening of the tender.

**17. Period of Completion:** The successful e-tenderer shall complete the entire work within the period specified in the e-tender notice. The period starts from the date of actual start of the work, after issue of the letter of acceptance by the Railways.

**18. Schedule of rate:** Rates shall be quoted online only as per the schedule prescribed in the tender document. The bidders must take due care in filling the rates correctly giving details of all taxes/GST. No change shall be permissible at later stage.

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**19. Specification of the work:**

19.1 The work shall be carried out as per specifications contained in the scope of work of e-tender document. The bidder shall submit details of personnel to be deployed, if the contract is awarded, to carry out the related works as per the scope of work

19.2 Details of consultants must include educational qualifications, past experience in NABL, testing certificate, overall industry experience and any other relevant details

**20. Advance to the Contractor:** Not Applicable.

**21. Price variation clause:** As per Railway Rules

**22. Purchase preference clause:** Not Applicable

**23. Participation of JV/AOP:** Not Applicable

**Enclosure:** *The whole e-tender document comprises of this 24 pages document including seven Annexure as mentioned above.*

**Dy.CQM-I**  
**Modern Coach Factory, Lalganj**  
**Raebareli, UP-229120**

## Modern Coach Factory, Raebareli

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**Dated:** 18/12/2023

### **CHAPTER -2** **E-tender Notice**

Dy.CQM-I, Modern Coach Factory, Raebareli, acting for and on behalf of President of India, invites Open E-Tender through Indian Railways portal [www.ireps.gov.in](http://www.ireps.gov.in) from eligible firms for the under mentioned work:

1	Name of Work	Work of Training, documentation, conducting PT (Proficiency Test), ILC (Inter Lab Comparison), Payment of NABL Charges (Annual & Audit Expenses), Assistance during final Accreditation, Audit & NC closure, Lodging & boarding of NABL assessors for two years through private agency.
2	Place of work	Modern Coach Factory, Raebareli
3	Approx. cost	Rs. 8,12,000/- ( Rupees Eight Lakh Twelve Thousand Only))
4	Cost of e-tender documents	Rs. 2000.00 ( Rupees Two Thousand only)
5	Earnest money	₹16,200/-(Rupees Sixteen thousand two hundred Only)
6	Quantity	Two years
7	Period of completion	Two years
8	Date & Time of closing of tender	10/01/2024 at 15:15 hrs.
9	Date & Time of Opening of tender	10/01/2024 at 15:30 hrs.
10	Validity of Offer	60 days

All other details are available in tender document

**Dy.CQM-I**  
**Modern Coach Factory, Lalganj**  
**Raebareli, UP-229120**

**Modern Coach Factory, Raebareli**

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**ई-निविदा सूचना**

उप मुख्य गुणवत्ता प्रबंधक-1, आधुनिक रेल डिब्बा कारखाना, रायबरेली द्वारा भारत के राष्ट्रपति की ओर से निम्न कार्य के लिए संबोधित निविदाकारों से भारतीय रेलवे ई-प्रोक्योरमेंट पोर्टल [www.ireps.gov.in](http://www.ireps.gov.in) के माध्यम से खुली निविदा सिस्टम पर आधारित ऑनलाइन ई-निविदा आमंत्रित की जाती है।

1.	कार्य का नाम	प्रशिक्षण, प्रलेखन, पी.टी. (प्रवीणता परीक्षण), आई.एल.सी. (अंतर-प्रयोगशाला तुलना) का संचालन, एनएबीएल शुल्क का भुगतान (वार्षिक, निगरानी और अंकेक्षण व्यय) अंतिम मान्यता के दौरान सहायता, अंकेक्षण एवं एनसी क्लोजर, एनएबीएल मूल्यांकनकर्ताओं के लॉजिंग और बोर्डिंग के कार्य निजी एजेंसी के माध्यम से दो साल के लिए।
2.	कार्य का स्थान	आधुनिक रेल डिब्बा कारखाना रायबरेली, लालगंज
3.	अनुमानित लागत	रु ८,१२,०००/- (रुपया आठ लाख बारह हजार मात्र)
4.	धरोहर राशि	रु १६,२०० (रुपये सोलह हजार दो सौ मात्र)
5.	निविदा दस्तावेज़ की कीमत	रु २,००० (दो हजार रुपये मात्र)
6.	संख्या	२ वर्ष / आ रे डि का, रायबरेली के कार्य समयानुसार
7.	कार्य सम्पादन की अवधि	२ वर्ष
8.	निविदा बंद की तिथि एवं समय	दिनांक १०/०१/२०२४, १५:१५ घंटे तक
9.	निविदा खुलने की तिथि एवं समय	दिनांक १०/०१/२०२४, १५:३० घंटे से
10.	ई-निविदा की वैधता	६० दिन

**सभी विवरण ई-निविदा प्रपत्र में उपलब्ध है**

**उप मुख्य गुणवत्ता प्रबंधक-1  
आधुनिक रेल डिब्बा कारखाना, लालगंज  
रायबरेली, उ.प्र.- 229120**



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### CHAPTER-3

#### General Instructions

**1. Definitions:**

- a) "Railway" shall mean the President of the Republic of India or the General Manager of the Modern Coach Factory, Raebareli or the successors Railways authorised to invite e-tenders and enter into contracts for works on his behalf.
- b) 'Principal Chief Mechanical Engineer' shall mean the Officer-In-charge of the Mechanical Engineering Department of the Modern Coach Factory, Raebareli and shall mean and include their successors, of the successor Railway.
- c) "Engineer/executor" shall mean authorised personnel of MCF/RBL as authorised by CQM/MCF or Dy.CQM-I /MCF for the execution of said consultancy works
- d) Dy.CQM-I shall mean the executive in-charge of M&C Lab of MCF/RBL under CQM/MCF
- e) "MCF/RBL" shall mean Modern Coach Factory/Raebareli.
- f) **E-tenderer:** "E-tenderer" shall mean the person / the firm / co-operative or company whether incorporated or not who submitted these e-tender documents as an offer to carry out the work detailed in e-tender document of contract of contract with the Railways and shall include their personal representatives, successors and permitted assigns are termed e-tenderer(s) in these documents.
- g) **The contractor(S):** The e-tenderer(s) whose e-tender(s) has been accepted by the Railways shall thereafter be termed Contractor(s) and these e-tender documents of the accepted e-tender(s) shall become a part of the Contract/Agreement between the Contractor/s and the Railways.
- h) "Open E-tenders" shall mean the e-tenders invited in open and public manner and with adequate notice.

**2. Books of reference:** These e-tender documents are to be read in conjunction with "Indian Railway's General Conditions of Contract" as amended by updated correction slips till the date of opening of this e-tender which shall be referred as GCC hereafter.

**3. Scope of e-tender:** Online e-tenders are invited for and on behalf of the President of India for work described as "Work of Training, documentation, conducting PT, ILC, Payment of NABL Charges (Annual & Audit Expenses), Assistance during final Accreditation, Audit & NC closure, Lodging & boarding of NABL assessors for two years through private agency."

**4. Collection of data:** Other information for the work, relevant to this e-tender, may be obtained from the office of CQM, Modern Coach Factory/Raebareli Lalganj, on any working day during working/office hours.

**5. Inspection of site:** E-tenderer must acquaint himself, at his own responsibility, risk and expense, with all information of the site of work and their neighbourhoods, 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 e-tender and all these factors should be taken into consideration before submitting this e-tender.

**6.** The contractor shall adhere to all applicable Labour Rules/Laws including Workman Compensation Act and other laws. The contractor must ensure that all workers working as a part of this contract are paid minimum wages as per Minimum Wage Act.

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7. **E-tenderers's details:** Tenderer(s)/Bidders are advised to keep and maintain their information (like company profile, address, contact numbers, bank details etc.) up to date on Indian Railway tendering Portal i.e. [www.ireps.gov.in](http://www.ireps.gov.in) as the tendering department may use this information for making payments to the bills, and for other statutory purposes.
  
8. **Employment/partnership, etc. of retired railway employees:**
  - a) Should a e-tenderer be a retired engineer of the Gazetted rank or any other Gazetted Officer working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not, in the Engineering or any other department of any of the Railway owned and administered by the President of India for the time being, or should a e-tenderer being partnership firm have as one of its partners a retired engineer or retired Gazetted Officer as aforesaid, or should a e-tenderer being an incorporated company have any such retired engineer or retired officer as one of its Directors, or should a e-tenderer have in his employment any retired Engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer had not retired from Government service at least 2 years prior to the date of submission of the e-tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the e-tenderer or the Engineer or Officer, as the case may be from the President of India or any officer, duly authorised by him in this behalf, shall be clearly stated in writing at the time of submitting the e-tender. E-tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the e-tenderer, as the case may be, shall be rejected.
  - b) Should a e-tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in Gazetted capacity in the Mechanical Engineering or any other department of the Indian Railways, the authority inviting e-tenders shall be informed of the fact (by filling information in **Annexure-I & II** of this e-tender document attached and named as **Annexure I Declaration form for association with Railway Officer & Annexure II Declaration form for relation with MCF/RBL Employee respectively** and submitting it with digital signature on IREPS portal i.e. [www.ireps.gov.in](http://www.ireps.gov.in)) at the time of submission of e-tender, failing which the e-tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in the General Conditions of Contract.
  
9. **Period of validity of e-tender:**
10. The e-tenderer(s) shall keep the offer open for a minimum period of 60 days from the date of online opening of the e-tender within which period the e-tenderer(s) cannot withdraw or modify his offer. The Railways Administration reserves right to request the extension of validity of offer from lowest, valid, eligible and technically acceptable e-tenderer (L-1) alone and award the contract accordingly. E-tenderer(s) with offers at higher price or technically unsuitable, not-eligible, invalid offers will not be entertained in such case. The Earnest Money referred to in this chapter is for the performance of the stipulation to keep the e-tender open for the aforesaid period. It shall be understood that the e-tender documents have been issued to the e-tenderer(s) and the e-tenderer(s) is permitted to e-tender in consideration of the stipulation on his part that after submitting his e-tender, he will not resile from his offer or modify the same in any manner not acceptable to the Railways within the period of validity. Should the E-tenderer fail to observe or comply with this stipulation; the Railways shall forfeit the full amount of Earnest Money.
  
11. **Responsibility for damage to contractor's materials and employees:**



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- a) The Railways Administration will not be responsible for any loss or damage of life and property including contractor's materials, equipments, tools and plants due to fire, flood or any other cause(s) whatsoever.
- b) The materials issued by the Railways to the contractor for use in the works shall be treated as Contractor's materials for this purpose, and the Contractor(s) shall make good these materials in the event of any loss or damage thereto.
- c) Works finished but not taken over by the Railways shall be treated as Contractor's materials for this purpose, and the Contractor shall be responsible for making good any loss or damage thereto.

### 12. Special conditions by e-tenderer (S):

- a) The e-tenderer(s) is, normally, not expected to make any special condition or stipulation of his own and is expected to submit his e-tender in accordance with the conditions or stipulations contained in these documents, if however, the e-tenderer(s) wishes to make any special condition or stipulation(s) or wishes to intimate the Railways of any matter of importance, he may do so in a covering letter. Such stipulations and conditions shall be a part of the contract in case of acceptance of the e-tender, only to the extent explicitly accepted by the Railways Administration. The accepting authority reserves the right not to accept any such special stipulations and conditions made by the e-tenderer and may reject the e-tender(s) as unacceptable without any reference to the e-tenderer(s) or may ask the e-tenderer to withdraw any or all such stipulations before awarding the contract and in the event of his refusals to do so, may not accept his e-tender.
- b) In case, any special conditions and / or stipulations are made by the e-tenderer, he shall also indicate, along with such conditions and / or stipulations, the cost of withdrawal of the same. The accepting authority reserves the right, either to accept the conditions and / or stipulations made by the e-tenderer or the cost thereof, at its sole discretion. If such cost is not indicated, it will be construed that the e-tenderer(s) is not in a position to withdraw these conditions at any cost and the e-tender may be adjudged accordingly without any reference to the e-tenderer(s).

### 13. Statement of deviations:

Any deviation in the offer from e-tender document shall be clearly mentioned in the form uploaded as Annexure-III along with e-tender document. The accepting authority reserves the right not to accept any such deviations made by the e-tenderer and may reject the e-tender(s) as unacceptable without any reference to the e-tenderer(s) or may ask the e-tenderer to withdraw any or all such deviations before awarding the contract and in the event of his refusals to do so, may not accept his e-tender. In case of any deviation detailed statement shall be given in the form as Annexure-III of this e-tender document attached and named as Annexure\_III\_Statement\_of\_Deviation and it shall be submitted with digital signature on IREPS portal i.e. [www.ireps.gov.in](http://www.ireps.gov.in).

### 14. Earnest Money:

Tenderer(s)/Bidders are allowed to make payments against this tender towards tender document cost 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.

### 15. General instructions for completing e-tender documents:

- a) **False / incomplete statement:** Any statement/declaration made by the E-tenderer, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the e-tender, at any stage of the e-tender or in the event of his e-tender having been accepted at any stage of the

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contract, shall e-tender his/their e-tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:

- I. If such statement is found at the e-tender stage, his total Earnest money shall be forfeited.
  - II. In case such a statement is found at the contract stage, rights available to the Railways under GCC shall be applicable.
- b) **Cancellation of document etc.:** The cancellation or amendment of any documents such as power of attorney, partnership deed etc. should be forthwith communicated by the e-tenderer/contractor to the Railways in writing, failing which the Railways shall have no responsibility or liability for any action taken on the strength of the documents available with the Railways.
16. **Quotation of rates:** Submission of this e-tender including the rates in Schedule of Items shall be deemed to have been done after careful study of the e-tender documents with full understanding of the implications thereof. Rates shall be quoted online in the Schedule only.
17. **Purchase preference:** (Not applicable)
18. **Submission of e-tender:**
- a) Bidders/tenderer(s) shall submit their original/revised bids through the website [www.ireps.gov.in](http://www.ireps.gov.in) up to closing date and time only as mentioned in NIT. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored. E-tenderer(s) can revise their bids any number of times till the closing time/date of the e-tender, no manual offers shall be accepted.
  - b) E-tenderer must submit documentary proof along with e-tender in support of eligibility criteria, if mentioned in the e-tender notice.
19. **Opening of e-tender:** E-tender will be opened online on IREPS website portal i.e. [www.ireps.gov.in](http://www.ireps.gov.in) on 10/01/2024 at 15.30 hrs. The date and time of opening may be postponed at the sole discretion of the Railways, if circumstances so warrant.
20. **Negotiation:**
- a) The accepting authority reserves the right to enter into negotiations with the L-1 or more (in special case) tenderer(s) before acceptance of the e-tender in order to clarify special conditions or reduction of rates or for changes in scope of the work etc, at its sole discretion.
  - b) L-1 should be defined as the lowest, valid, eligible and technically acceptable e-tenderer.
  - c) Should such negotiation with the tenderer(s) be entered into, the tenderer(s) shall not be permitted to increase their quoted rates under any circumstances, even if it includes withdrawal or modification of such special conditions as are given by the tenderer(s) along with their original e-tender.
  - d) Railways reserves the right to negotiate only with Technically suitable L-1 to for extension of validity of offer.
21. **Right of Railway to deal with e-tenderers:** The Railways reserves the right of not to invite e-tenders for any of Railways work or works or to invite open or limited e-tenders and when e-tenders are called to accept a e-tender in whole or in part or reject any e-tender or all e-tenders without assigning reasons for any such action.
22. **Letter of acceptance:**  
The acceptance of the e-tender shall be communicated by Registered Post at the address given by the tenderer on IREPS portal [www.ireps.gov.in](http://www.ireps.gov.in) during their registration or the same may be collected by Contractor at the Office of CQM/MCF after receiving intimation of award of LOA on email through IREPS. The letter of acceptance will remain operative till a formal Contract Agreement is executed and signed by and between the Contractor and competent officer of the

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Railways, for and on behalf of the President of India, after which the letter of acceptance will merge in the said formal agreement.

23. The Railways shall not intimate to the tenderer whose e-tenders have not been accepted and the result of their e-tender(s). However, Earnest Money will be refunded as per extant rules.
24. Annexure-IV to this e-tender document attached and named as **Annexure IV Model Form of Bank Guarantee Bond** is the format for the purpose of preparing Bank Guarantee Bond to be submitted as Performance Guarantee by successful bidder.
25. Annexure-V to this e-tender document attached and named as **Annexure V Form for Agreement** is the format for Contract agreement that will going to be mutually signed between Railway and successful bidder as per extant rules stipulated in GCC.

Signature of E-tenderer(s)

Date: .....

Witness:

1.

2.

**Modern Coach Factory, Raebareli**

**E-tender no.:** MCF-MTL-WC-NABL-A-2023

**Dated:** 18/12/2023

**CHAPTER-4**  
**Modern Coach Factory, Raebareli**

**STANDARD GENERAL CONDITIONS OF CONTRACT**

It shall be governed through Indian Railways General Conditions of Contract (GCC) for Services, with all correction slips up-to-date.

## Modern Coach Factory, Raebareli

**E-tender no.:** MCF-MTL-WC-NABL-A-2023

**Dated:** 18/12/2023

### CHAPTER-5 Modern Coach Factory, Raebareli

#### SCHEDULE OF RATE

**Name of work-** Work of Training, documentation, conducting PT, ILC, Payment of NABL Charges (Annual & Audit Expenses), Assistance during final Accreditation, Audit & NC closure, Lodging & boarding of NABL assessors for two years through private agency.

**Quantity of work:-** Two year as per MCF/RBL work timings

**Period of work:-** Two year

**Total Estimated Cost:-** 8,12,000/- (Rupees Eight Lakh Twelve Thousand Only)

SN	Description of works	Qty	Rate		Total Cost	
			In figures	In words	In figures	In words
1.	Work of Training, documentation, conducting PT, ILC, Payment of NABL Charges (Annual & Audit Expenses), Assistance during final Accreditation, Audit & NC closure, Lodging & boarding of NABL assessors for two years through private agency.	01 Work consisting of two year				
<b>Total cost</b>						

**NB:**

1. Rate must be inclusive of all taxes and dues. Only rate and taxes (if any) quoted in the schedule will be considered ( Tax Breakup must be furnished)
2. All the bidder/tenders/should ensure that they are GST compliant and their quoted tax structure /rates are as per GST law.
3. Quantity of work may vary according to the requirement of MCF/RBL.
4. Payments to the successful bidder shall be released as per the payment terms listed in the Special Terms and Conditions of this tender document.

**Tenderer's seal**  
**Signature of tenderer(s)**

## Modern Coach Factory, Raebareli

**E-tender no.:** MCF-MTL-WC-NABL-A-2023

**Dated:** 18/12/2023

### CHAPTER-6

#### SPECIAL TERMS AND CONDITIONS

##### *1. Special Term and condition*

1. The above subjected consultancy shall be done by authorized and qualified personnel
2. Consultancy works to commence within 15 days from the date of issue of LOA
3. No other charges such as TA/DA lodging boarding, conveyance charges etc. shall be paid by MCF/RBL.
4. No accidental benefit shall be given by MCF/RBL.
5. The gate pass shall be get issued by MCF/RBL to contractor and his associates as per prescribed rules for movement in factory premises and authorised areas.
6. At the time of issue of LOA, the bidder shall furnish complete details of his tax liabilities regarding the present works.
7. Firm shall arrange their own arrangement for conveyance, Boarding and lodging.
8. M&C Lab may increase/decrease/change the scope of the testing during the contract period. The firm has to manage the work accordingly.
9. Wherever applicable in this e-tender similar work will mean "Consultancy, proficiency testing and interlab comparison work for NABL accreditation of Central Government/State Government/Public undertaking laboratory".

##### *2. Penalty*

1. *In case the agency/firm fails to commencement the work in the given period (15 days) a penalty will imposed rate of Rs.1000 /- (Rupees One Thousand only) shall be imposed per day.*
2. *Under normal circumstances if the agency/firm fails to complete the work within the given period decided at the time of agreement, LD shall be imposed at applicable rates.*
3. *Any failure in the scope of firm for which firm is found responsible, firm will be penalized Rs.1000/- for each negligence.*

##### *3. Performance bank guarantee for work.*

1. *Successful Tenderer shall deposit performance Bank guarantee 10 % of the contract value in four separate parts of 2.5% each of the contract value within 30 days from date of issue of Letter of acceptance (LOA) in the form of D.D. or in any other form as mentioned in GCC Services, drawn in favour of PFA/MCF/RBL payable at **Lalganj** for due and faithful fulfillment of the contract .*
2. *Deposit receipt/FDR, Pay orders and demand draft. These forms of security money could be either of State Bank of India or any Nationalized Bank. No Confirmatory advice from RBI will be necessary.*
3. *The performance Bank guarantee deposit shall be released after satisfactory completion of the work and successful payment of final bill of the work.*



## Modern Coach Factory, Raebareli

**E-tender no.:** MCF-MTL-WC-NABL-A-2023

**Dated:** 18/12/2023

### 4. Payment Terms

1. *The payment shall be made according to the completion of the works listed under the Main Activities of Scope of Work.*
2. *The payment term is as follows-  
Half Yearly Payment shall be made after satisfactory completion of the processes required such as Documentation, Assessments during the billing cycle. Final payment shall be made after completion of PT, ILC program and successful assessment of by NABL for Material Testing Lab, Modern Coach Factory, Raebareli*
3. *Bill of the work will be submitted directly to MCF/RBL for release of payment by the after successfully completion of work.*
4. *For release of payment, the firm will mention the contact mobile/land line phone number, Fax number, Email address, PAN/TIN Number, Bank Account number & RTGS/NEFT details.*
5. *TDS will be deducted at source as per rules.*
6. *The bill passing authority shall be decided by CQM/MCF or Dy.CQM-I/MCF at the time of agreement*

### 5 Determination of Contract:

1. The determination, Termination and settlement of disputes will dealt as applicable clauses of GCC of Indian Railways.
2. In addition to conditions mentioned in this tender document, The GCC of Indian Railways and amendments /corrections made there on time to time, will also be applicable.

## Modern Coach Factory, Raebareli

**E-tender no.:** MCF-MTL-WC-NABL-A-2023

**Dated:** 18/12/2023

### CHAPTER-7

#### SCOPE OF WORK

Scope of work contract for documentation & assistancy for conducting PT (proficiency Testing), ILC (Inter laboratory Comparison), required for NABL accreditation for two years for material testing Laboratory, Modern Coach Factory is as follows:

- a. One internal auditor training is scheduled in year 2024 for Lab staff.
- b. Arranging and paying for PT, ILC for all selected parameters as NABL 2 years plan and bear the expenses for the same. Awareness/training of laboratory personnel regarding testing laboratories as per ISO 17025:2017 and identification of technical training of laboratory staff, All documentation and consultancy work required to achieve NABL accreditation for Material Testing Laboratory, Modern Coach Factory, Raebareli.
- c. NABL certificate number of Material testing Laboratory, Modern Coach Factory, Raebareli is TC-10830. Bidder shall study the scope of Lab at <https://nabl-india.org/> before offering the price. Beside the scope MCF may extend the scope to few other tests mentioned in annexure VII. Firm shall make all necessary arrangements for the same for successful inclusion of these tests.
- d. Assist our Lab core team to implement all the requirements as per gap analysis outcome and provide expertise and consultancy input to identify & define processes, prepare policy and comply with requirements of ISO/IEC 17025:2017.
- e. Requirements like quality policy, procedures, work / test instructions, method validation, UOM (Uncertainty Measurement), inter laboratory comparison; document control, quality objectives etc. will be discussed, documented and implemented in this module that will assist in NABL accreditation. Documentation and implementation of laboratory specific test instructions / method validation / Inter laboratory comparison /Proficiency Testing / UOM Calculations, ILC with Z score etc shall be discussed, documented, and implemented.
- f. All expenses related NABL (Payable to NABL/QCI) including varies fees will vbe paid by the contractor on behalf of Modern Coach Factory, Raebareli.
- g. Expenses of Transportation, accommodation and hospitality of auditors to be borne by contractor.

**\*\*The information gathered and handled by the Firm during the course of work shall not be shared to any other party. In the event of such eventuality coming to the notice of MCF/RBL administration, the Firm shall be held responsible and be liable to legal action**

**Modern Coach Factory, Raebareli**

**E-tender no.:** MCF-MTL-WC-NABL-A-2023

**Dated:** 18/12/2023

**Annexure-I**

**DECLARATION REGARDING ASSOCIATION OF RLY. OFFICER(S) OR  
RETIRED RLY. OFFICER(S) WITH E-TENDERER(S)**

Sl. No.	Name	Status with the e-tenderer	If working in Rly. on the date of e-tendering, designation & place of posting	Date of retirement	Status at retirement	Particulars of permission taken for associating with the e-tenderer
	1	2	3	4	5	6
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						

**Modern Coach Factory, Raebareli**

**E-tender no.:** MCF-MTL-WC-NABL-A-2023

**Dated:** 18/12/2023

**Annexure-II**

**DECLARATION OF NO RELATIVE BEING AN EMPLOYEE OF MCF/RBL**  
**(To be filled by e-tenderer)**

I/WE THE UNDER SIGNED HEREBY SOLEMNLY DECLARE AND CERTIFY THAT I /WE DO NOT HAVE ANY OF OUR RELATIVE/RELATIVES EMPLOYED IN THE MCF/RBL (MECHANICAL DEPARTMENT/ANY OTHER DEPARTMENT of MCF/RBL) IN GAZETTED CAPACITY EXCEPT THE NAMES MENTIONED HEREIN UNDER:

1.....

2.....

3.....

AND SO ON.

**NOTE:-** NAMES, DESIGNATION, NAME OF OFFICE, HEADQUARTER OF THE E-TENDERER'S RELATIVE IN MCF (MECHANICAL DEPARTMENT/ ANY OTHER DEPARTMENT OF MCF/RBL) TO BE MENTIONED BY THE E-TENDERER/E-TENDERERS IN 1, 2, 3 AND SO ON ABOVE.

**Modern Coach Factory, Raebareli**

**E-tender no.:** MCF-MTL-WC-NABL-A-2023

**Dated:** 18/12/2023

**Annexure-III**  
**STATEMENT OF DEVIATIONS**

SN	Clause/Chapter/Para	Deviation	Remarks
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			

## Modern Coach Factory, Raebareli

**E-tender no.:** MCF-MTL-WC-NABL-A-2023

**Dated:** 18/12/2023

### Annexure-IV

#### MODEL FORM OF BANK GURANTEE BOND

Bank Guarantee No. \_\_\_\_\_

Date: - \_\_\_\_\_

FA&CAO

Modern coach Factory, Raebareli

Lalganj-229120

1. It consideration of the President of India acting through FA&CAO, Modern Coach Factory, Raebareli, Lalganj-229120 (herein after called "the Government") having agreed to exempt \_\_\_\_\_ (hereinafter called "the said Contractor's") from the demand, under the terms and conditions of an Agreement/Acceptance letter No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "the said Agreement"), of security for performance Guarantee for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) we, \_\_\_\_\_ (herein after referred to as "the Bank", indicate the name of the bank) at the request of \_\_\_\_\_ (Contractor's) do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due, amount payable under this guarantee without any demur, merely on a demand from the Government stating that amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We \_\_\_\_\_ (indicate the name of the bank) under-take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We \_\_\_\_\_ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ Office / Department ) Ministry of Railways certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.



**Modern Coach Factory, Raebareli**

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**4A.** Notwithstanding anything to the contrary contained herein the liability of the bank under guarantee will in force and effect until such time as the guarantee is discharged in writing by the government or until ----- (date completion) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the government within the date of aforesaid.

**4B.** Provided always that we \_\_\_\_\_ (indicate the name of the bank) unconditionally undertakes or renew this guarantee or to extend the period of guarantee from year to year within two months before the expiry of the period of the extended period of the guarantee, as the case may be on being called upon to do so by the Government, however any extension request should come through the contractor and will be done at our discretion. If the guarantee is not renewed or the period extended on demand, we \_\_\_\_\_ (indicate the name of the bank) shall pay the government the full amount of the guarantee on demand and without demur.

5. We, \_\_\_\_\_ (indicate the name of the bank) further agree with the government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from the time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We, \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Date the \_\_\_\_\_ day of \_\_\_\_\_ 20

For \_\_\_\_\_  
(Indicate the name of the bank)

## Modern Coach Factory, Raebareli

**E-tender no.:** MCF-MTL-WC-NABL-A-2023

**Dated:** 18/12/2023

### Annexure-V

### FORM FOR AGREEMENT

CONTRACT AGREEMENT NO. \_\_\_\_\_

ARTICLES OF AGREEMENT made this.....day of.....20.... between President of India acting through the MCF/RBL Administration here after 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 schedule hereto annexed upon the General Conditions of Contract corrected up to latest Correction Slips and the Specifications of the Railway corrected up to latest Correction Slips and the Schedule of Rates of Railway, up to latest Correction Slips 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 which the public are interested.

NOW THIS INDENTURE WITNESS that in consideration of the payments to be made by Railways, the Contractor will duly perform the said works in the said schedule 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 the contract on or before the..... day of..... 20.... and will maintain the said works for a period of 12 (Twelve) Calendar months from the certified date of their completion and will observe, fulfil and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same had been fully set forth herein), AND the Modern Coach Factory, Rae Bareli, 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 schedule hereto annexed.

Contractor .....

Dy. Chief Quality Manager-II  
Modern Coach Factory, Rae Bareli,  
For and on behalf of the President of India

Address .....

Date: .....

Date .....

Witness .....

Witness on behalf of Contractor:

1. Signature .....

Name & Address .....

2. Signature .....

Name & Address .....

## Modern Coach Factory, Raebareli

**E-tender no.:** MCF-MTL-WC-NABL-A-2023

**Dated:** 18/12/2023

### Annexure VI

#### FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENTS

*(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-. The stamp paper has to be in the name of the tenderer)\*\*.*

I ..... (Name and designation)\*\* appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s. \_\_\_\_\_ (herein after 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](http://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 an 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 alongwith the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents submitted by us.
7. I/We undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/We (inset name of the tenderer)\*\* \_\_\_\_\_ and all my/our constituents undersigned that my/our offer shall be summarily rejected.
8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER  
VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER

Place :

Dated:

\*\*The contents in Italic are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.

Signature of Tenderer(s)  
Date :

**Modern Coach Factory, Raebareli**

**E-tender no.:** MCF-MTL-WC-NABL-A-2023

**Dated:** 18/12/2023

**Annexure-VII**

**Tentative Scope expansion of Material Testing Lab, MCF**

S.No.	Test	Test Method	Material
1.	Resistance to spread of Flame	UIC564.2 Appendix 11	Composites
2.	Resistance to spread of Flame	UIC 564.2 Appendix 5	Textile material
3.	Resistance to spread of Flame	UIC 564.2 Appendix 10	Rubber material
4.	Resistance to spread of Flame	UIC 564.2 Appendix 4	Compreg, plywood, Wooden laminates
5.	Limited Oxygen Index	ASTM-D-2863	Composites, Upholstery, Rubber, Rigid Plastic
6.	Limited Oxygen Index	IS 13360	Composites, Upholstery, Rubber, Rigid Plastic
7.	Limited Oxygen Index	ISO 4589-2	Composites, Upholstery, Rubber, Rigid Plastic
8.	Density	ISO 845	Foam
9.	Tensile Strength	ISO 1798	Foam
10.	% Elongation at break	ISO 1798	Foam
11.	Heat Release Rate	ISO 5660-1	Foam, Compreg, plywood, Wooden laminates, Composites, Rubber and Polymers
12.	Compression set	ISO 1856	Foam
13.	Resistance to damage by Flexing	IS 7016 test 4 (De – Matia Method)	Upholstery
14.	Gloss	IS:101-87(part4/Sec4)	Stickers, Cast Vinyl Graphic films etc
15.	Chemical Composition	By Optical Emission spectro	Stainless steel X2Cr11

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