

2016/EnHM/06/09

I/3062004/2023

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

No.2016/EnHM/06/09

New Delhi, dated: 24.02.2023

PCMEs

All Indian Railways.

Sub: Clarification with regard to "Standard Bid Document for housekeeping of stations and trains" and "General Conditions of Contract for Services".

Certain contradiction in GCC & SBD pertaining to disqualification of Bidder's have been brought in notice to this office.

2. Indian Railways General Conditions of Contract for Service-2018's Clause No. 2.2 – Disqualification of Bidders, sub clause 2.5.2.2 (i) stipulates as under:-

"The contractor shall be disqualified from participating in the Bidding for services in a Railway division,

- i. *If any previous contract of the bidder or any of its constituents has been terminated under clause 7.4 in that Railway Division, within the **previous 2 years** from the date of submission of bids"*


3. Standard Bid Document (SBD) for mechanized cleaning and housekeeping works of station/train, under Clause C2.2 (f) (Item No. 06 of Appendix-5) of ITT Railway Board's letter No. 2017/EnHM/25/11 dated 01.07.2020 stipulates as under:- (item no. 06 of Appendix-5):-

*"We do hereby undertake that none of the Central/State Government department/Public Sector Undertaking/other Government entity or local body has debarred us for business as on the date of tender submission also no work has been rescinded/terminated by Railway Administration after award of contract to us during the **last five years** due to our non performance"*

4. With reference to contradiction in SBD & GCCS, it is reiterated that instructions in this regard had already been issued vide Board's letter No. 2017/EnHM/25/11/Pt.I dated 06.04.2018. Action may be taken accordingly in such cases. The relevant provision is reproduced below for easy reference:

"SBD is specific to a purpose whereas GCCS in general is an omnibus document hence the provisions of GCCS would normally prevail over that of SBD for housekeeping of stations and trains. "

DA: As above


(Shailendra Singh)
ED(EnHM & Proj.)
Railway Board

Annexure - B

**Government of India
Ministry of Railways
(Railway Board)**

No.2017/EnHM/25/11

New Delhi, dated 01.07.2020

**General Manager
All Indian Railways**

**Pr Chief Mechanical Engineers
All Indian Railways**

**Director General
All Centralised Training Institutes**

**Chief Administrative Officer
IROAF, COFMOW**

**Sub: GCC for Services - Amendment in para 2.6.2.1.3 and
Standard Bid Document - Amendment to clause C2.2 (f) & (q) in
[chapter 2: Instructions to tenderers].**

Ref: Railway Board's letter no. 2018/CE-I/CT/37/GCC/Policy dt 12.05.2020

Vide above referred letter, Civil Engineering Directorate, Railway Board issued instructions to amend para 6.1, Part I of GCC for Works, September 2019 in respect of submission of Affidavit duly notarized.

Similar difficulties are being experienced in service contracts also in submission of Affidavit certifying the submission of document. Accordingly, para 2.6.2.1.3 of GCC for services is amended on similar lines as in works contract.

Standard Bid document for Mechanized cleaning & Housekeeping of stations & trains, Chapter 2, Instructions to Tenderers - clause C 2.2 (f) also prescribes the submission of Affidavit as an Eligible Applicant.

These issues have been examined in Board's office and it has been decided by Board (MRS & FC) to amend para 2.6.2.1.3 of GCC for services as Advance correction slip No.2 to GCCS with introduction of new Annexure - XVIII in GCCS.

Similarly Clause C 2.2 (f) of Standard Bid document for mechanized cleaning & Housekeeping of stations & Trains is amended as advance correction slip No. 1 of SBD with modification of corresponding Appendix-5

With introduction of new annexure -XVIII in GCCS covering the requirements of clause 2.2 (a) of chapter 2 of SBD (Instructions to tenderers), Item (q) of clause 2.2 & corresponding Appendix 15 of chapter 3 (forms of tender) of SBD for mechanized cleaning & housekeeping of stations & Trains shall stand deleted.

This issues with the concurrence of Finance Directorate of Ministry of Railways.


(Sheela Verma)
Director/EnHM
Railway Board

Encl: As above

No.2017/EnHM/25/11

New Delhi, dated 01/07.2020

The PFAs, All Indian Railways

Dy. Comptroller & Auditor General Of India (Railways). Room NO.224, Rail Bhawan,
New Delhi.


For Financial Commissioner/Railways

Advance correction slip No. 2 of GCC for services, 2018

- A. Clause 2.6.2.1.3 of GCC for services, 2018 shall be modified to read as under-

The bidders shall be required to submit an undertaking certifying the truthfulness of all the documents submitted / uploaded along with the tender. This shall be mandatory for all the bidders. In case of failure of the bidder to submit the undertaking, their offer shall be summarily rejected.

- B. There was no format corresponding to para 2.6.2.1.3 of GCC for services. Therefore, a new Annexure -XVIII of GCC for services, 2018 shall be introduced as under-

Annexure XVIII

**Undertaking for Truthfulness/ Correctness of the DOCUMENTS
submitted/uploaded by the tenderer alongwith the tender**

I (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s (hereinafter called the tenderer)

for the purpose of the Tenderer documents for the work of

..... as per the tender No. of

..... (Railways), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/We the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in. I/We have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.

4. I/We declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we understand 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 a period of up to five year. Further, I/we (*insert name of the tenderer*)** _____ and all my/our constituents understand 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, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.

**SEAL AND SIGNATURE
OF THE TENDERER**

Place:

Dated:

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

Advance correction slip No. 1 of standard Bid document of mechanized cleaning & Housekeeping of station & Trains

(A) Clause C 2.2(f) & (g) of ITT

C 2.2(f) Appendix 5 – Undertaking as an eligible Applicant

C 2.2(g) Appendix 15 – Undertaking for downloading the tender (~~Deleted~~)

(B) Appendix 5 of chapter 3 (Forms of tender) shall be modified as under-

APPENDIX-5

UNDERTAKING AS AN ELIGIBLE APPLICANT

(Ref. Clause C2.2 (f) of ITT)

1. I/We hereby confirm and declare that my/our firm/company M/s..... has not been put on defaulter list by EPF/ESI/Service Tax/Labor Deptt. etc during last 4 years.
2. I/We hereby confirm and declare that my/our firm/company M/s..... is/are not involved in any illegal activity and/or has not been charge sheeted for any criminal act during last five years.
3. I/We do hereby undertake that none of the Central / State government department/ public sector undertaking / other government entity or local body has debarred us for business as on the date of tender submission. Also no work has been rescinded / terminated by RAILWAY ADMINISTRATION after award of contract to us during last 5 years due to our non-performance.
4. I/We do hereby undertake that we have not been levied penalty of 10% (or more) of the contract value in a contract due to delay or due to any other reason during last five year with any Agency/Organisation.
5. I/We further undertake that in case any of the facts mentioned above and any particular mentioned in our applications are found other-wise or incorrect or false at any stage, my/our firm/company shall stand debarred from the present and future tenders besides taking action under the provision of this Agreement including termination of contract if awarded, without any claims for any compensation, damages, cost etc.

(Signature of Authorized Signatory and seal)

Government of India
Ministry of Railways
Railway Board

No. 2017/EnHM/25/11 (Pl. I)

New Delhi, Dt. 06.04.18

PCME
South Western Railway
Hubli

Sub.- Clarifications with regard to "Standard Bid Document for housekeeping of stations and trains" and "General Conditions of Contract for Services".

Ref.- (i) CRSE/SWR letter no. SWR/M/C/EnHM/Vol-V dt. 05.03.18
(ii) PCME/SWR letter No. SWR/M/C/EnHM/Vol-V dt. 22.03.18

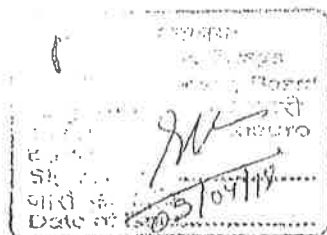
SWR has sought clarification on certain specific issues of Standard Bid Document & GCC for Services. The matter has been considered and the following may be seen:-

- (i) The "Standard Bid Document for housekeeping of stations and trains" was approved and released by the Railway Board in August, 2017. Later, the "GCC for Services" approved and released by the Railway Board in Feb' 18. As referred by SWR, there may be few apparent variances in the provisions of the "Standard Bid Document for housekeeping of stations and trains" and the "GCC for Services".
- (ii) SBD is specific to a purpose whereas GCC for Services in a general omnibus document. It is therefore clarified that the provisions of the "GCC for Services" would normally prevail over that of the "Standard Bid Document for housekeeping of stations and trains". Ultimately the contract shall follow what is stated in the tender documents, and agreed and accepted by both the parties.
- (iii) In case of difference of opinions, PHOD concerned shall take a consistent decision on case to case basis. Notwithstanding, for the Constitution of JV/ consortium for participation in the bid and performance guarantees, the provisions of the "GCC for Services" shall apply.

Issue wise comments on specific references are enclosed as Annexure-I

V. Garg
6/4/18
(Vijay Garg)
Executive Dir./EnHM (CE)
Railway Board

Copy to:- PCME/All Indian Railway for information and necessary action.



Annexure-1

SR	Description	Clarifications
1	Lead partner/Non substantial partners/ Change in JV/ consortium	The provision of GCC for Services shall apply.
2	Approved List of Vendors: A list of approved vendors for housekeeping works shall be prepared for every division, following the extant rules of preparation of such Approved Lists. In case of termination of a housekeeping contract, Limited tenders shall be invited from vendors borne on the approved list for a period till an Open tender is finalized for another period of 4 years.	Open tenders are to be normally invited. Only in case of a termination of the service contract, quotation is to be invited for three months value in terms of SOP, or Limited tenders in terms of letter circulating SBD from the approved list of contractors. It is not mandatory for Railways to prepare a list of approved contractors as per procedure given in para 2.7 of GCC for Services. However this would help in situations mentioned above.
3	Price Variation Clause	The provision of GCC for Services shall apply.
4	Utilities like Electricity, Water and Gas etc.	Levy of charges for these essential commodities is necessary to ensure that these are effectively utilized for intended purposes, and not wasted in a casual manner. However, wherever the circumstances warrants supply of these utilities free of charge, the railway may take consistent decision on case to case basis. Accordingly GCC for Services vide para 4.31 & 4.32 permits Water and Electricity free of cost.

Issues required implementation by Railways

S.No.	Item	Comments
1.	Similar work certificates not being accepted from corporate	<p>SBD vide NIT para 1.2.2, Minimum Eligibility Criteria (a) Work Experience: permits similar work to be defined as "Any other cleaning work approved by CME". GCC vide para 2.6.1.1 Work Experience permits "Certificate from public listed company/private company/Trusts having annual turnover of Rs.500 crore and above subject to the same being issued from their Head Office by a person of the company duly enclosing his authorization by the Management for issuing such credentials".</p> <p>This may be brought to the notice of all tender processing authorities.</p>
2.	Railways not inviting tenders for four years	<p>While Railways may invite tenders for a shorter duration to meet typical specific requirements of the situation, generally tenders should be invited for four years duration. This will have twin advantages of (i) building a longer commitment between Railways & the service providers and (ii) it would enable efficient amortization of machines procured for the contract.</p> <p>SBD letter No.2016/EnHM/06/09 dated 23.08.2017 clearly lays down all housekeeping tenders to be for four years.</p> <p>A lesser period would adversely affect both the above propositions.</p>
3.	Requirement of skilled staff and supervisors is not being accounted for in the estimates resulting in these being under provided and/or estimates being under priced resulting in adversely affecting output of the contract	<p>SBD vide para 7.0 of Employer's Requirements, in Bill of Quantities (BoQ) and in para 9.0 in Scope of Work for MCC, OBHS & allied services, lists out the requirement including qualifications experience of operators, supervisors and project managers. It also clearly brings out machines required for the work. The operators are clearly defined as semi-skilled as well as skilled considering the integration of activities envisaged in SBD. Similarly, there would be requirement of skilled staff for maintenance of machines as well as maintenance of stores and various records required in compliance with statutory requirement of law of land and in terms of tender. The manpower needs to be adequately estimated and provided for in appropriate category in the estimates.</p>

4.	Implications of compliance to law of land	<p>The relevant labour laws and related applications have clearly been brought out in Chapter 6 of the GCC. There are financial implications of observance of the law of the land which have to be provided for in the estimates. It was pointed out during the discussion that Railways estimates for the labour do not provide any mandatory benefits to be provided to labour in terms of law. For example; (i) the contractor shall allow its workers a day of rest every week, Rule 23 of Minimum Wages (Central Rules 1950), (ii) the contractor shall pay every time at a rate of double the rate of ordinary wages when a worker works more than nine hours on any day or for more than 48 hours in any week Rule 25 of Minimum Wages (Central Rules 1950). Similarly, the maternity benefits and leave benefits are available to be given to the contractor labour as provided from time to time by law of the land.</p> <p>An estimation of these needs to be made and provided for.</p>
5.	Limit of penalty	<p>GCC vide para 4.17.1 provides for penalty to be limited to 10% or as prescribed in bid document. The maximum penalty as per SBD 'Special Condition for Contract' Para 6.2 is limited to 16%. There is, therefore, no contradiction between the two.</p> <p>Further, it is clarified that deduction for work not done is not a penalty as there is no work, no payment and therefore should not be counted towards limit of penalty as stated above. This provision needs to be explicitly brought out in the tender document for the knowledge of all concerned.</p>