

Indian Railways Standard General Conditions of Contract for Services

**Manoj Kumar Singh
CI/Works
IRIMEE/Jamalpur**

GCC for Services

Eligibility of Bidders and Evaluation of Bids.

Bid Documentation.

General Obligations.

Variation, Measurement and Payment.

Labour Laws and Related Obligations.

Determination of Contract.

Settlement of Disputes- Indian Railway Arbitration Rules.

Annexures

II. Eligibility of Bidders and Bid Evaluation.

2.1.1- Essential elements of a service contracts:

Service contracts are generally defined by –

Scope
Governance
Operations
Financial Agreements
Performance and Implementations

Quality of services and timely availability of service is essential for the satisfactory performance of a service contract.



2.6.1- Minimum Eligibility Criteria for Single/two packet System in Services Contract:

Work experience:- The bidder should have satisfactorily completed* in the last three previous financial years and the current financial years up to the date of opening of the tender, one similar single service contract** for a minimum of 35% of advertised value of the bid.

***Completed service contract includes ongoing service contract subject to payment of bills amounting to at least 35% of the advertised value of the bid.**

**** Similar service contract means any contract that is so specified by the competent authority**

2.6.1- Minimum Eligibility Criteria for Single/two packet System in Services Contract:



Financial Standing: The Bidders will be qualified only if they have minimum financial capabilities as below: -

- **(i) T1- Financial Turnover:** - The bidder should have an aggregate financial turnover not less than **1.5 times** of advertised Bid Value during the last three previous financial years and in the current financial year up to the date of opening of the tender.
- **(ii) T2 Liquidity:** The bidder should have access to or has available liquid assets, lines of credit and other financial means to meet cash flow that is valued at **5%** of **the estimated bid value** net of applicant's commitments for other contracts.



Eligibility Criteria for Two packet System in Services Contract:

2.6.2- Evaluation of Technical Bid

To scrutinize the capability, financial strength, experience etc. of bidders.

Technical criteria & minimum qualifying marks to be defined

2.6.3 - Evaluation of Financial Bid



Tenderer Credentials:

- A copy of an **affidavit** on stamp paper to the effect that all the documents submitted by her bid are true. This shall be mandatory in all bids. The bid shall be summarily rejected if the bidder fails to submit this undertaking along with the bid.
- The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway thereunder.



~~Partnership Deeds, Power of Attorney etc.:~~

Documents to be Submitted Along with Tender

Sole
Proprietor
ship Firm

HUF

Partnersh
ip Firm
/JV

Company

Registere
d Society
& Trust

LLP
(Limited
Liability
Partnersh
ip)

The power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed/Memorandum of Understanding/Article of association or such other document, failing which tender is liable to be rejected.



Disqualification of Bidders:

Employment/ Partnership etc of Retired Railway Employee –

(a) & (b) Engineer or officer not retired from government service at least 1 year prior to the date of submission of the tender.

(c) a relative(s) employed in gazetted capacity in the Engineering or any other department of the railway or having share of more than 1% in the tendering entity. Bids without the information above referred to or a statement to the effect that no such retired Manager or Guzzetted officer is so associated with the Bidder



JOINT VENTURE (JV)

2.4 Participation of Joint Venture (JV) firms in Service Tender bids:

2.4.1.1 Separate identity/name

**2.4.1.2
Number of members in a JV shall not be more than three, if the work involves only one department**

shall not be more than five, if the work involves more than one Department.

Lead Member shall have a majority (at least 51%) share of interest in the JV.

The other members shall have a share of not less than 20% each in case of JV with up to three members and not less than 10% each in case of JV with more than three members.



JOINT VENTURE (JV)

Tender form shall be purchased and submitted only in the name of the JV

Memorandum of Understanding (MoU)

Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV

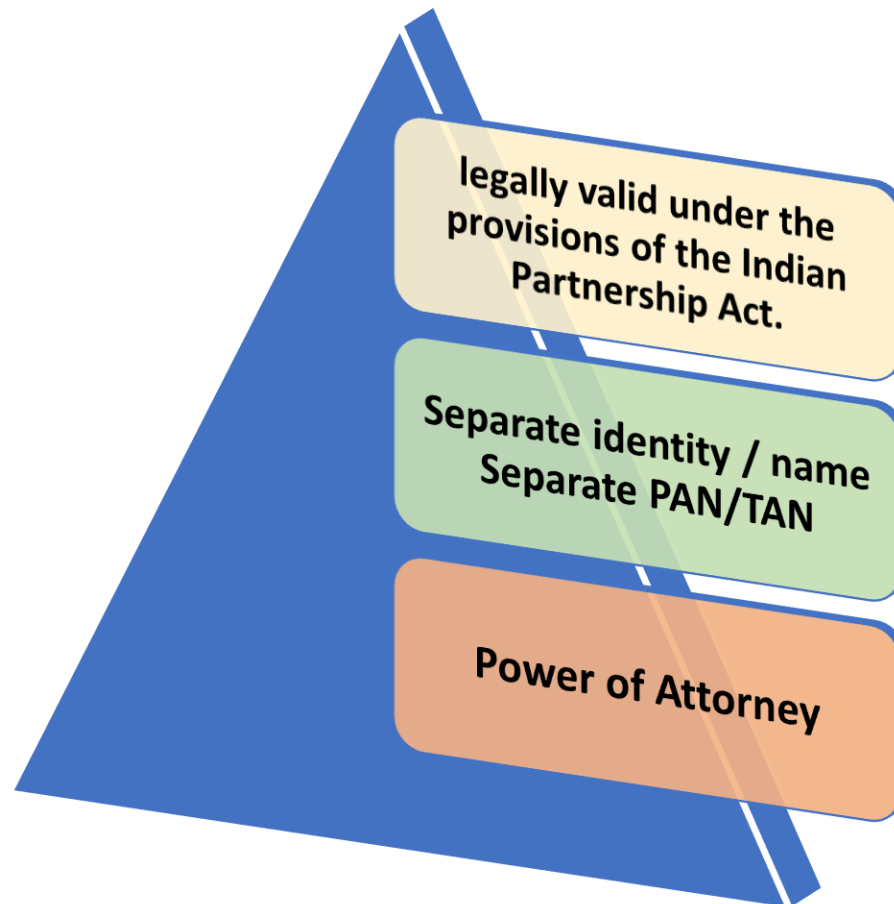
Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):

(a) For Services without composite components

(b) For Services with composite components



Partnership Firms





Qualification Criteria

Disqualification of Bidders

Bid Evaluation System

- Single Packet System- for bid value up to and including Rs. 50 lakh (As decided by Rly Bd from time to time).
- Two Packet System:- Bid value exceeding Rs. 50 lakh.
- Quality and Cost Based System (QCBS):- used for consulting services having bid value exceeding Rs. 50 Lakh.



III. Bid Documentation:

Earnest Money:3.3

Value of the Work	Earnest Money Deposit (EMD)
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

e-Tender Forms shall be issued free of cost to all tenderers.

Earnest Money:



Shall be rounded off to the nearest ₹10.

Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted
100% Govt. owned PSUs shall be exempt

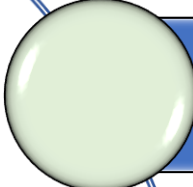
Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.

Note: Vide Rly.Bd.L.No.2020/CE-I/CT/3E/GCC/Policy dt 30.12.2020- Rly. Bd. has advised to take 'Bid Security Declaration' in lieu of 'Bid Security/ Earnest Money Deposit' except wherever compelling circumstances to ask for Bid Security/Earnest Money Deposit.



Care in Submission of Bids:

Clause 3.4



All conditions liable to be encountered during the execution of the works has been taken into account.



The rates he enters in the tender forms are adequate and all inclusive (Clause 37)



(CGST)/ (IGST)/ (UTGST)/ (SGST)



Signed by the individual legally authorized



Care in Submission of Bids:

- The tenderers shall submit a copy **certificate** stating that all their statements/documents submitted along with bid are true and factual.
- Standard format of **certificate** to be submitted by the bidder is enclosed as Annexure-V.
- Non submission of **certificate** by the bidder shall result in summarily rejection of his/their bid.
- Must submit supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.



3.5 Execution of Contract Documents:

The Bidder whose bid is accepted required to appear in person/representative in concerned office within 7 days after receipt of notice. In case failure bidder may has abandoned and earnest money/PG forfeit.

- **3.6 Forms of Contract Documents:**

- Atleast 03 Copies - Contractor**
- **Finance Department**
 - **Contract manager**

NOTE: Specimen Bid and Agreement Form are at Annexure II & III in GCC for Services.

4.11 Performance Guarantee in service contract:



amounting to 10 % of the contract value in four separate parts of 2.5 % each of contract value

within 30 (Thirty) days from the date of issue of Letter of Acceptance (LOA)

PG beyond 31 (Thirty one) days and up to 90 days -a penal interest of 15% per annum but a notice to be served after 60 days .

after 90 days from the date of issue of LOA- the contract is liable to be terminated

Validity of PG – up to the stipulated date of completion plus 60 days beyond that

variation up to 25% (either increase or decrease / No addl. PG).An additional 10% PG in 4 equal installment on excess value of the contract to be deposited by the contractor.

Shall be released after physical completion of work. 25 % of PG would be retained till the warranty/maintenance.

If the penalty imposed exceed 50 % of the applicable maximum penalty, a PG equivalent to 25 % of the applicable PG shall be forfeited. If penalty exceeds 75 %- a PG equivalent to 50 % shall be forfeited



The successful bidder shall submit the PG in any of the following forms, amounting to 10% of the contract value:

- A deposit of cash.
- Irrevocable Bank Guarantee.
- Government Security including State Loan Bonds at 5% below market value.
- Deposit Receipts, Pay Orders, Demand Drafts, and Guarantee Bonds of SBI or any Nationalized Bank.
- A Deposit in the Post Office Savings Bank.
- A Deposit in the national Saving Certificates.
- Twelve Years National Defence Certificates
- Ten Years Defence Deposits.
- National Defence Bonds.
- UTI Certificates at 5% below market value etc.



V - Variation, Measurement and Payments:

5.1 Extension of Time in Contracts

Extension of Time in Contracts:

- (i) 5.1.1 Extension due to Modification
- (ii) 5.1.2 Extension for Delay not due to Railway or Contractor: external factor
- (iii) 5.1.3 Extension for Delay due to Railways

5.2 Extension of Time with Liquidated Damages (LD) for delay due to Contractor:

- time is essence of the contract
- 0.10% of the contract value of the service for each week or part of the week may be recovered from the contractor for further extension .(Manager's decision)
- LD maximum 5 %



VARIATIONS IN EXTENT OF CONTRACT

5.3 Modification to Contract to be in Writing:

5.3.1 Powers of Modification to Contract:

individual item

variation in quantity of each individual item of the contract would be up to 25% of the quantity

Quantities operated in excess of 125% but up to 140% of the agreement quantity

Quantities operated in excess of 140% but up to 150% of the agreement quantity

Variation in quantities of individual items beyond 150%

Minor Value Item

overall agreement value

“No Claim” certificate to be obtain by the Railway after final measurement to the contractor to debarred from disputing and correctness of the items covered.

Details mentioned in SOP 2018 Part-A Works/Service matter, item no. 9



S.No.	Nature of Powers	PROVIDENCE GROUP	IRRM/ADSM/ S&S	Deviational Officers, Eastern Divisional Officers & Officers in Headquarters	Remarks
<p>Note for Item 3c</p> <p>1. It should be ensured that the rates mentioned for each item - schedule items, are comparable to the rates for similar works executed in the area.</p> <p>2. Rates should be derived from Last Accepted rates of SOG/NE items of similar conditions and where new items can not be derived from such SOG/NE items, market rates should be taken. Rates of such NE items accepted without Finance concurrence cannot be quoted as Last accepted rate (LAR) for justifying similar rates in future tenders.</p> <p>3. The variation shall be governed as per action in Item no 9 of this SOF under section Part-A.</p>					
9.	<p>Variation in quantities specified in contracts</p> <p>(A) Increase in quantities specified in the Contract.</p>	<p>POWER GROUP Full powers</p> <p>(Provided the conditions given in the remarks column are adhered to and the revised monetary value of the accepted contract does not exceed their current power of tender acceptance).</p>	<p>IRRM/ADSM/CE/1 to S&S Full powers</p> <p>(Provided the conditions given in the remarks column are adhered to and the revised monetary value of the accepted contract does not exceed their current power of tender acceptance).</p>	<p>SRM/ASMR (Independent Change) Full powers</p> <p>(Provided the conditions given in the remarks column are adhered to and the revised monetary value of the accepted contract does not exceed their current power of tender acceptance).</p>	<p>Authority:</p> <ol style="list-style-type: none"> 1. Ely Board's letter No. 5461E-34724 dt. 17.10.02. 2. Ely Board's letter No. 2087/CB-DC/18 dt. 28-8-2007. 3. Ely Board's letter No. 3087/CB-DC/18 dt. 31.12.2018. 4. Railway Board's letter No. 2007/CB-DC/18 dt. 08.07.2016. 5. Railway Board's Transformation Cell Letter no 2017/Ttrans-01/Pdly dated 06.02.2018. 6. (Authority: Ely Ltr no 2017/Ttrans-01/Pdly dated 27-03-2018) 7. Board's letter no 2017/Ttrans-01/Pdly dated 18.10.2017 8. Board's letter No. 2018/EE/Civil Works dt. 12.05.2018
<p>Note for Item 9 (A)</p> <ol style="list-style-type: none"> 1. Individual NE items in contracts shall be executed within variation upto plus or minus 15% and payment would have made as per the agreement rate. For this no Finance concurrence would be required. 2. For the tenders accepted at the Zonal Railways level, the variation in quantities will be approved by the authority in whose current tender acceptance powers, the revised value of the agreement item. 					

A23



S.No.	Nature of Query	PROCESSED CRUD	REMARKS/ADDITIONAL SAC	Relevant Orders, Letter/Directives Circulars & Comments to Headquarters	REMARKS
3.	<p>In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be paid executed by floating a Bank tender. If floating a Bank tender for executing that item is considered not practicable, quantity of that item may be executed in excess of 125% of the agreement quantity (100% i.e., the original quantity + 25% i.e., quantity over and above the original quantity) subject to the following conditions:</p> <ol style="list-style-type: none"> Since there is an in-built risk reduction Clause of 2% & 4% for variation between 125% & 140% & between 140% and 150% respectively on the accepted rates it will only require the prior approval of the Tender Accepting Authority (TAA) who is an officer not below the rank of IAS without financial commitment subject to other conditions mentioned in Clause 6(2) of GOC 2014. However, a Supplementary Agreement/Consent to original Agreement should be drawn subsequent to sanction of the variation by an officer not below the rank of IAS, which needs to be vetted by Associate Director. Quantities executed in excess of 125% but up to 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. Quantities executed in excess of 140% but up to 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. <p>4. Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of Associate Director and shall be paid at 96% of the rate awarded for that item in that particular tender.</p> <p>5. The variation in quantities as per the above formula will apply only to the individual items of the contract and not on the overall contract value.</p> <p>6. Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through Bank tenders or by negotiating with the existing contractor, with general concurrence of TAA and personal sanction of General Manager.</p> <p>7. The limit for varying quantities for minor value items shall be 100% (as against 25% permitted 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 agreement value.</p> <p>8. No such quantity variation limit shall apply for Supply type items.</p> <p>9. As far as M&M/CM items are concerned, the limit of 25% would apply to the value of M&M/CM schedule as a whole and not an individual M&M/CM item. However, in case of CM items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (lump sum/percentage rate or individual item rate).</p> <p>10. For tenders accepted by Board Members and Railway Ministers, variation up to 150% of the original agreement value may be accepted by General Manager.</p> <p>11. The aspect of Variation if any, shall be governed as per Railway Board's Transposition Cell Letter no 2017/Trans 01/policy dated 08.03.2018.</p> <p>12. In most contracts, the variation in the contract should not exceed 25% of the contract value.</p> <p>13. Overall agreement value, arrived at by adding the positive variation and subtracting the negative variation from the accepted value of the contract, shall be taken for deciding the percentage of variation. (Authority: RRB Ltr no 2017/Trans 04/policy dated 23-03-2018)</p> <p>14. The overall percentage of varied orders shall be worked. The varied rates for excess over estimate, if any, due to variations/other than variation, shall be allowed.</p> <p>15. <u>Further, it is clarified that the limit of 25% variation in quantity of an individual item shall be applied to the value of the item and not the rate of the item. The limit of 25% variation shall be applied to the value of the item and not the rate of the item. The limit of 25% variation shall be applied to the value of the item and not the rate of the item.</u></p> <p>16. <u>Further, it is clarified that the limit of 25% variation in quantity of an individual item shall be applied to the value of the item and not the rate of the item. The limit of 25% variation shall be applied to the value of the item and not the rate of the item. The limit of 25% variation shall be applied to the value of the item and not the rate of the item.</u></p> <p>17. <u>Further, it is clarified that the limit of 25% variation in quantity of an individual item shall be applied to the value of the item and not the rate of the item. The limit of 25% variation shall be applied to the value of the item and not the rate of the item. The limit of 25% variation shall be applied to the value of the item and not the rate of the item.</u></p> <p>18. <u>Further, it is clarified that the limit of 25% variation in quantity of an individual item shall be applied to the value of the item and not the rate of the item. The limit of 25% variation shall be applied to the value of the item and not the rate of the item. The limit of 25% variation shall be applied to the value of the item and not the rate of the item.</u></p> <p>19. <u>Further, it is clarified that the limit of 25% variation in quantity of an individual item shall be applied to the value of the item and not the rate of the item. The limit of 25% variation shall be applied to the value of the item and not the rate of the item. The limit of 25% variation shall be applied to the value of the item and not the rate of the item.</u></p> <p>20. <u>Further, it is clarified that the limit of 25% variation in quantity of an individual item shall be applied to the value of the item and not the rate of the item. The limit of 25% variation shall be applied to the value of the item and not the rate of the item. The limit of 25% variation shall be applied to the value of the item and not the rate of the item.</u></p>				



S.No.	Nature of Powers	PROPOSED AGENT	IRMA/ADMIN/ SAG	Additional Officers, Section In-charge of Contracts & Contracts in Handover	Remarks
	(B) decrease in quantities specified in contract.	Full Powers in respect of contracts the awarded contract does not exceed their current power of transfer acceptance).	Full Powers in respect of contracts accepted by them.	Section In-charge (Independent Charge) Full Powers in respect of contracts accepted by them.	Authority: 1. Railway Board's letter No.2007/CB-4/CT/18/Pt. III dated 31.12.2010
<p>Note for above item 9 (B):</p> <ol style="list-style-type: none"> 1. The contract signing authority can decrease the items up to 25% of individual items without finance concurrence. 2. For decrease beyond 25% the individual items or 25% of contract agreement value, the approval of an officer not less than rank of SA Grade may be taken, after obtaining "No Objection Certificate" from the contractor and, with finance concurrence, giving detailed reasons for such such decrease in the quantities. 3. It should be certified that the quantities proposed to be reduced will not be required in the same work at a later stage. 4. The extent of Variation Money, shall be governed as per Railway Board's Transmittance Cell Letter no.2017/Trans D/Audity dated 06.09.2018. 5. The limit for varying quantities the 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 agreement value. 6. No such quantity variation limit shall apply for Variation items. 7. <u>Extent of Contract Variation in terms of Variation of a single contract is not permitted when all following conditions are before authority:</u> 8. <u>Value of contract is less than Rs. 100 Crores or 20% of the total value of all contracts awarded by the authority in the last 12 months.</u> 9. <u>Contract is awarded to a contractor who has not completed any other contract awarded by the authority in the last 12 months.</u> 10. <u>Contract is awarded to a contractor who has not completed any other contract awarded by the authority in the last 12 months.</u> 					
10.	Independent to the date of completion of contracts for works or supplies.	Full Powers within their current powers of signing of Contract Agreements as per item no 6 above.	Full Powers within their current powers of signing of Contract Agreements as per item no 6 above.	Section In-charge (Independent Charge) Full Powers within their current powers of signing of Contract Agreements as per item no 6 above.	<ol style="list-style-type: none"> 1. Finance concurrence is not necessary. 2. Extension is governed as per clause 17 of GOC. 3. For service contract the extension will be as per GOC of service contract. <p>Authority: 1. Para-1355 and 1367 of Regg. Code and Para-445 of Specie Code Vol. I.</p>
11.	Advance in Contract (A) Mobilization Advance	Full Powers as per item of accepted tender.	Section In-charge Full Powers as per item of accepted tender.	Nil	<p>Authority:</p> <ol style="list-style-type: none"> 1. Railway Board Letter No.2007/CB-4/CT/18/Pt.3 dated 31.05.2012. 2. Railway Board Letter No. 2007/CB-4/CT/18/Pt.3 New Delhi, dated 12.01.2018-GCR 54 of R. Code of Engineering

A27



S.No.	Nature of Powers	PROPOSED TERM	IRMS/ADMIN S.A.O	Additional Officers, Station Divisional Officers & Officers in Headquarters	REMARKS
	(B) advance against new plant & machinery.	Full Powers as per terms of accepted tender.	IRMS/ADMIN S.A.O Full Powers as per terms of accepted tender.	IRMS	
<p>Notes for Item 1.1</p> <p>1. Finance commission is not necessary.</p> <p>2. Client of advance is to be restricted to work of which was capital intensive, specified in terms and the high value tenders of Rs.25 Crores and above.</p> <p>3. Suitable provisions may be included in the Specifications of the tender as that.</p> <p>a. Signatures of Govt's delegation under item no. 43 shall be followed.</p> <p>b. All Relevant Conditions and Method of Recovery of Interest may be fulfilled as per the ACE No.454/54 to Para 1264 of M.C for Engineering department and subsequent Railway Board guidelines from time to time should also be followed.</p>					
	(C) (i) Release of Performance Guarantee	Full Powers within their current powers of signing of Contract Agreements as per item no 6 above.	Full Powers within their current powers of signing of Contract Agreements as per item no 6 above.	IRMS/ADMIN (Independent Chair)	1. Finance commission is not necessary. 2. To be released after satisfactory completion of the work duly deducting dues if any, no Finance Vetting/ commission required.
	(ii) Release of Earnest Money and Security deposit of contractors	Full Powers within their current powers of signing of Contract Agreements as per item no 6 above.	Full Powers within their current powers of signing of Contract Agreements as per item no 6 above.	Full Powers within their current powers of signing of Contract Agreements as per item no 6 above.	1. To be released after expiry of the bid/contract period duly deducting dues if any, no Finance Vetting/ commission required.
	(D) (i) Deduction of amount of Liquidated Damages recoverable from contractors failing to fulfil contracts for	Full Powers within their current powers of signing	Full Powers within their current powers of signing of	IRMS/ADMIN (Independent Chair)	1. Finance commission is not necessary. Authority:

ASR



5.5 MEASUREMENTS

Measurement of Works by Railway:

**5.5.1 Quantities in Schedule
Annexed to Contract .**

**5.5.2 Measurement of
Services/Works- Check list or
any other methodology
provided in bid document.**



5.7 - Price Variation Clause (PVC) in service contract:

5.7.1 Applicability: where delivery periods extend beyond 18 months.

46A.2 Base Month:

Month of opening of tender

The quarter for applicability of PVC shall commence from the month following the month of opening of bid . The Price Variation shall be based on the average Price Index of the quarter under consideration.

5.7.5 Components on which variation in prices be admissible, shall be Material, Labour, Fuel etc.

However, for fixed components, no price variation shall be admissible.

5.8 Price Variation during Extended Period of Contract



VI- LABOUR

54. Wages to Labour: as per provision of the Minimum Wages Act, 1948

55. Provisions of Payments of Wages Act, 1936

55-A. Provisions of Contract Labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time

55-B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952

55-C(i) website 'www.shramikkalyan.indianrailways.gov.in'

60.(1) Non-Employment of Laborers below the age of 18.



VII-DETERMINATION OF CONTRACT

7.1 Right of Railway to Determine the Contract:

- owing to paucity of funds or from any other cause whatever
- Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof

7.2 Payment on Determination of Contract:

- Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Manager.



DETERMINATION OF CONTRACT:

7.4 Determination of Contract owing to Default of Contractor:

Performance Notice as per Performa at Annexure-XII

Seven Days Notice as per Performa at Annexure-XIV

Final termination notice as per Performa at Annexure-XV



Annexure - XII

Registered Acknowledgement Due

PERFORMANCE NOTICE

RAILWAY

(Without Prejudice)

To

M/s _____

Dear Madam/Sir,

Contract Agreement No. _____

In connection with _____

1. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no. _____, dated _____, you have failed to start service/achieve desirable standard of services till now.
2. Your attention is invited to this office/Chief Manager'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 service / achieve desirable standard of services, you are hereby given a notice in accordance with Clause 7.4 of General Conditions of Contract to commence the service/ to make good the default, failing which further action will be taken as provided in Clause 7.4 of the General Conditions of Contract viz. to terminate your Contract and complete the balance services without your participation.
4. In addition to the above, Railway is also free to invite a bid to procure the balance services without your participation, starting from the date of issue of this notice.

Kindly acknowledge receipt.

Yours faithfully,

For and on behalf of the President of India

GOC for Service contracts, 2017; Ministry of Railways



ANNEXURE - XIV

Registered Acknowledgement Due

7 DAYS NOTICE

RAILWAY

(Without Prejudice)

To

M/s _____

Dear Madam/Sir,

Contract Agreement No. _____

In connection with _____

1. Performance Notice: notice under Clause 7.4 of 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 services / improve the quality of the services to the specified standards.
2. You are hereby given 7 days' notice in terms of Clause 7.4 of General Conditions of Contract to commence the service to make good the default, failing which further action as provided in Clause 7.4 of the General Conditions of Contract viz. to terminate your Contract and complete the balance services without your participation will be taken.
3. If your performance does not improve, on expiry of this period, a notice for termination of the above contract shall be issued to you under which your contract shall stand rescinded and the services under this contract will be carried out independently without your participation and your Performance Guarantee shall also be encashed/ forfeited and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

GCC for Service Contracts, 2017; Ministry of Railways



92 Annexes

ANNEXURE – XV

Registered Acknowledgement Due

TERMINATION NOTICE RAILWAY

(Without Prejudice)

No. _____

Dated: _____

To

M/s _____

Dear Madam/Sir,

Contract Agreement No. _____

In connection with _____

Seven days (7 days) notice was given to you under this office letter of even no., dated _____ but your performance has not improved; you have taken no action to commence the services/improve the quality of the services to the specified standards.

Since the period of 7 days' notice has already expired, the above contract stands rescinded in terms of Clause 7.4 of General Conditions of Contract and the balance services 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 is hereby debarred from participation in the Bid for executing the balance services and your Performance Guarantee shall also be encashed/forfeited.

In addition, your participation as well as participation of every member/partner in any manner as an individual or a partnership firm is hereby debarred from participation in the bid for executing any work being tendered by the said Railway division for a period of two years from the date of issue of this letter.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

GCC for service contracts: 2017; Ministry of Railways



DETERMINATION OF CONTRACT:

7.4 - Right of Railway after Rescission of Contract owing to Default of Contractor:

No claim to compensation for any loss sustained by Contractor

PG shall be encashed/ forfeited

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.



DETERMINATION OF CONTRACT

7.4 - In the contract rescinded in part or parts

The full Performance Guarantee for the contract shall be recovered.

The defaulting Contractor shall not be issued any completion certificate for the contract.

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.

