

SOUTH EASTERN RAILWAY
KHARAGPUR DIVISION
ELECTRIC LOCO SHED, SANTRAGACHI



OPEN TENDER NOTICE

Tender Notice No	TRS/SRC/WC/OT/Repairing SMP & ABL/ 170/14-15/297, Dated: 25/02/15.
Name of the work	Repairing/Fabrication of Sandwich mounting & axle box liners of WAP-4 Electric Locomotives at ELS/SRC, S.E.Rly.
Tender value	₹8,20,615/-
Cost of tender document	(₹2000/- + ₹248/- as Service Tax=Total ₹2,248/-)
E.M.D	₹16,420/-
Issue of Tender document	Available from 02-03-2015 on all working days between 11:00 hrs to 17:00 hrs (except Saturday & Sunday)
Last date and time of Issue	Up to 13:00 hrs of 23-03-2015
Last date and time of Receive of offers	Up to 15:00 hrs of 23-03-2015
Date and time of Opening	At 15:30 Hrs of 23-03-2015
Place of Subscription & Submission of tender document along with Tender opening	Office of the Sr. Divisional Electrical Engineer (TRS), South Eastern Railway, Santragachi, Howrah- 711111.

Signature of the Tenderer/s



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Sl. No.	Description	Page reference	No. of pages
1	Tender issue certificate (Top sheet)	03	01
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4	Mandate from	07	01
5	Declaration by tenderer	08	01
6	Terms & Conditions of Tendering Part-I	09 to 20	12
7	Rate sheet (offer letter)	21 to 22	02
8	Scope of work and Penalty clause	23	01
9	Instruction to Tenderer Part -II (Conditions of payment terms etc.)	24-25	02
End of the document			

Signature of the Tenderer/s



(TOP SHEET)
SOUTH EASTERN RAILWAY

Open Tender No. : TRS/SRC/WC/OT/Repairing SMP & ABL/170/14-15/297, Dated: 25/02/15.

Name of the work: Repairing / Fabrication of Sandwich mounting & axle box liners of WAP-4 Electric Locomotives at ELS/SRC, S.E.Rly.

Issued To: M/s. _____

Address:-----

(a) Tender document fee is completely Non-refundable. The tender fee amount must be Paid separately as per tender notice in the form of Demand Draft or S.E. Railway Money Receipt and to be enclosed with the tender document.

Railway Money Receipt/Demand Draft No. & Place
.....
Amount Rs.
Date

It should not be included with EMD)

(b) Earnest Money Deposit (EMD) particulars:

Note: Tenderers should sign on each page of tender documents with official stamp. Any unsigned page/ or whole documents is not acceptable and will be rejected.

Tenderer who is submitting the downloaded tender document should note:

- (a) The quality of print out must be of good readable flow.
- (b) Dot Matrix print out is not acceptable.
- (c) The original direct Downloaded printout from the website is accepted and to be submitted. Photo copy or scanned/stored print copies are not acceptable. The tenderer should not alter any word or format of the tender document.
- (d) Missing of any contents in direct original downloaded prints and/or any changes appearing including tampering/editing noted in the submitted tender document is not acceptable and will be rejected.
- (e) Railway is not responsible for any delay or in failure of any of the internet websites.
- (f) Any amendment and corrigendum issued from time to time before opening is to be seen on website and print must be submitted as enclosure of tender document. Tenderer shall be responsible for avoidance of such corrigendum.

Issued By

**Sr.Divl.Elect.Engineer (TRS)
Electric Loco Shed/S.E.Railway, Santragachi.
For & on behalf of the President of India.**

Signature of the Tenderer/s



दक्षिण पूर्व रेलवे / SOUTH EASTERN RAILWAY

1.0 TENDER PAPER DOCUMENTS:

The tender paper/documents are divided into two parts.

Part -I consist of

- (a) Tender Notice,
- (b) Mandate form
- (c) Declaration of tender.
- (d) Instructions to tenderer and terms and conditions for tendering.

Part-II consists of the following.

- a) Tender Form (Offer letter),
- b) Scope of work and penalty.
- c) Price and payment terms etc.

GENERAL INSTRUCTIONS:

The intending Tenderer before submission of tender is advised on his own interest, study the tender paper carefully without prejudice to the generality of the foregoing and the Tenderer shall inspect all the sites & surrounding of the works specified in the tender document and shall satisfy himself by careful examination before submission of the tender as the nature of site, local conditions, supply of power, water, availability of accommodation etc. and shall make local and independent inquiries as to matters for & things referred to or implied in the tender documents. The contractor shall be responsible to ensure compliance with the provisions of the General Condition of Contract, as modified up to date and the rules made there under time to time, for the purpose of carrying out this contract. Railways shall not entertain the Tenderer in any form on plea of ignorance, difficulties, doubts, misconception & miss-appreciation thereof affecting the execution and completion of work.

- a) Tenders containing over writing, additions, alterations, erasures, obliteration and other discrepancies may not be considered. The Tenderer(s) should properly attest all corrections made by them.
- b) The Tenderer(s) shall sign every page of the tender document and submit all of them. The rate to be quoted at the specified page other wise it will not be taken in to consideration and the offer may be treated as invalid.
- c) The tenderer(s) should submit a list of personnel, organization available on hand with him and proposed to be engaged for the subject work.
- d) The tenderer(s) should submit a list of plants and machinery available on hand (own) and proposed to be inducted (own and hired to given separately) for the subject work.
- e) If the Tenderer(s) deliberately give/gives wrong information in his/their Tender or create/creates circumstances for the acceptance of his/their Tender, Railways reserve the right to reject such tender at any stage.
- f) The conditions of General Conditions of Contract (G.C.C) of S.E.Railway, 2013, all provisions of relevant codes, manuals etc shall be applicable unless specifically mentioned otherwise in the tender paper. The GCC is available at free of cost and can be downloaded from the web site address. [http://www.indianrailways.gov.in/railwayboard/uploads/directorate/civil_engg/pdf/ General_Condition_July_2013.pdf](http://www.indianrailways.gov.in/railwayboard/uploads/directorate/civil_engg/pdf/General_Condition_July_2013.pdf)
- g) Railways shall not entertain the tenderer in any form or plea of ignorance, difficulties, doubts, misconception and miss-appreciation thereof effecting the execution and completion of work.
- h) The submission of tender shall be deemed to have been done after careful study and examination of the tender papers with full understanding of the Implications thereof.

Signature of the Tenderer/s



South Eastern Railway

Tender notice
Electrical Department

Tender Notice No: TRS/SRC/WC/OT/Repairing SMP & ABL/170/14-15/297, Dated:25/02/15.

On behalf of the President of India, Sr.Divisional Electrical Engineer/TRS/Electric Loco Shed, Santragachi, South Eastern Railway invited sealed tenders on prescribed form from the experienced and bonafide contractor for execution of the work.

Description of work	Quantity	Completion Period	Tender Value	EMD
Repairing / Fabrication of Sandwich mounting & axle box liners of WAP-4 Electric Locomotives at ELS/SRC, S.E.Rly.	Sandwich Mounting - 684 nos. & Axle Box Liners - 1368 nos.	Two years	₹ 8,20,615/-	₹ 16,420/-

Issue of Tender document	Available from 02-03-15 on all working days between 11:00 hrs to 17:00 hrs (except Saturday & Sunday)
Last date and time of Issue	Up to 13:00 hrs of 23-03-2015
Last date and time of Receipt	Up to 15:00 hrs of 23-03-2015
Date and time of Opening	At 15:30 Hrs of 23-03-2015
Place of Subscription & Submission of tender document along with Tender opening	Office of the Sr. Divisional Electrical Engineer (TRS), South Eastern Railway, Santragachi, Howrah- 711111.
Validity of Offer	90 days from the date of opening
Completion period and Duration of work	2 (TWO) years from the date of issue of LOA.
Place of Work	At ELS/SRC
Eligibility Criteria	No Eligibility criteria is applicable.
E.M.D	In the form of Demand Draft, Pay Order or Fixed deposit of any of the nationalized banks drawn in favour of FA&CAO/S. E. Railway, Garden Reach Kolkata-700043 or as described in the tender document.
Cost of Tender document (Non refundable & Non adjustable. To be deposited along with tender document)	(₹ 2000/- + ₹ 248/- as Service Tax=Total ₹ 2,248/-) In the form of Demand Draft, Pay Order of any of the nationalized banks drawn in favour of FA&CAO/S. E. Railway, Garden Reach Kolkata-700043 or in cash, deposited with Divisional Cashier (Cash)/S. E. Railway, Kharagpur under allocation Z-652.

Tender document will also be available at **internet website** www.tenders.gov.in & www.ser.indianrailways.gov.in at least 15 days before the date of opening of Tender. Tenderer may download the tender document and submit it after filling with all necessary instructions along with tender fee and EMD.

All prospective tenderer(s) are advised to see the website and news paper regularly for corrigendum / addendum issued, if any, for this tender.

NO TENDER FORM WILL BE SUBSCRIBED BY ANY KIND OF POST SUCH AS REGISTERED POST, SPEED POST OR PRIVATE COURIER SERVICES ETC.

Credential of works will only be considered if issued by the Central Government, State Govt, Central or State PSU.

The Tender document is not transferable.

Tenderer can send the filled up tender document by speed post or registered post but Railway is not responsible for postal delay for receive of filled up tender document.

The tender received without Earnest Money or Tender Fee (cost of tender document) will be summarily rejected.

The Railway Administration reserves the right of partial modification or cancellation of the tender at any time without prior information to the Tenderers.

DOCUMENTS TO BE SUBMITTED ALONGWITH TENDER:

The following documents to be submitted along with the tender booklet.

- i. Complete tender document signed in every page with blue or black ink
- ii. Cost of tender document
- iii. E.M.D
- iv. Labour License of the contractor.
- v. Declaration regarding ownership of the firm i.e. proprietorship, partnership etc.
- vi. Trade licence certificate issued by local municipality or Gram-Panchayat.
- vii. Any past experience in similar nature of work.
- viii. Proof against Financial soundness of the firm issued by nationalized banks

Sr.Divl.Elect.Engineer (TRS)
Electric Loco Shed
S.E.Railway, Santragachi.
For & on behalf of the President of India.

Signature of the Tenderer/s



MANDATE FROM

TO BE SUBMITTED BY VENDOR/CONTRACTOR FOR ECS/RTGS/NEFT

1. NAME OF THE FIRM/CONTRACTOR: _____

2. ADDRESS: _____

PHONE NO: _____ **FAX:** _____

MOBILE: _____ **E-mail:** _____

3. P.A.N NO: _____

4. PARTICULARS OF BANK ACCOUNT:

- i. ACCOUNT NO: _____
- ii. TYPE OF ACCOUNT: savings / current / cash credit
- iii. BANK NAME: _____
- iv. BRANCH ADDRESS: _____
- v. BANK PHONE No: _____
- vi. BANK FAX NO: _____
- vii. BANK MICR CODE _____
- viii. BANK'S IFS CODE: _____

Certified that the particulars furnished with reference to Bank Account are correct and the bank guarantees to honour all RTGS/NEFT advices/reports as per RBI Regulations:

Bank's Seal

Signature of the authorized official of the bank

DECLARATION OF THE PARTY: I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not affected at all for reasons of incomplete or incorrect information, the User Institution i.e. S.E. Railway will not be held responsible. I have understood the scheme and agree to discharge the responsibility for which I am liable as a participant under the scheme.

Date:

Signature of the Supplier/Contractor/Party

N.B: One cancelled cheque/photocopy of the Cheque is to be enclosed. Where the cheque does not carry IFS Code, an attestation from Bank attesting the IFS Code should be given.



Declaration by Tenderer

Tender Notice No: TRS/SRC/WC/OT/Repairing SMP & ABL/170/14-15/297, Dated: 25/02/15.

Name of Work: Repairing / Fabrication of Sandwich mounting & axle box liners of WAP-4 Electric Locomotives at ELS/SRC, S.E.Rly.

To
The President of India
Acting through the Sr.Divisional Electrical Engineer (TRS)/SRC, South Eastern Railway

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **90(Ninety) days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our %Earnest Money+. I/We offer to do the work for **South Eastern Railway, Kharagpur**, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within **24months** from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways General Conditions Of Contract 2011, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.

3. A sum of **Rs. 16,420/-** is herewith forwarded as Earnest Money. Full value of the earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (b) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)



TERMS & CONDITIONS OF TENDERING: Part-I

1.1 ALTERNATIVE PROPOSALS: Not applicable

1.2 SUBMISSION OF TENDER.

Tenders should be submitted in sealed covers super scribing the Tender Notice Number, description of works on the covers before due date and time of opening without fail.

The sealed tender box will be made available in the Office of the Sr. Divisional Electrical Engineer (TRS), South Eastern Railway, Santragachi, Howrah- 711111.

Tenderer can send the tender document by registered post only at his own risk. Railway is not responsible for any postal delay.

The Tender Box will be opened in presence of Tenderers or their authorized representatives. The tenderer or his representative should be present at time of opening of the tender box. The names of tenderers and rates shall be read out.

If the date of opening of tender is declared a holiday, the tender will be opened on the next working day at the same time & place.

1.3 Tenderers Credentials:

Documents testifying tenderers' previous experience and financial status should be produced along with the tender or when desired by competent authority of the Railway.

Tenderer(s) who has / have not carried out any work so far on South Eastern Railway and who is / are not borne on the approved list of the Contractors of South Eastern Railway should submit along with his / their tender credentials to establish :

(i) His capacity to carry out the works satisfactorily.

(ii) His financial status supported by Bank reference and other documents.

(iii) Certificates duly attested and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past

1.4 RATES:

The tenderer should quote only uniform percentage above/par/below the rates for the items incorporated in the schedule in FIGURES as well as IN WORDS and shall form the basis of payment for the work done. If there is a difference in rates quoted by the tenderer between the words and figures, the rates quoted in words will be treated as final and binding upon.

1.5 CLARIFICATION:

Clarifications required by the tenderers may be obtained from the office of the Sr. Divisional Electrical Engineer (TRS), South Eastern Railway, Santragachi, Howrah- 711111 as prescribed during office hours before the day of opening of tender document.

1.6 INCOME TAX / SALE TAX / VAT CLEARANCE CERTIFICATE

The Tenderer(s) is/are required to furnish along with his tender the current valid income tax/sale tax/VAT clearance certificate in Xeroxed copy (However, originals thereof should be produced as and when called for.) without which the tender will be liable to be rejected. The successful tenderer shall have to send current income tax/sale tax/VAT clearance along with the bill without which no payment would be made to him.

1.7 INCOME TAX DEDUCTION :

Income tax @ 2% along with surcharge for education and higher education Cess if applicable of the gross amount to be paid by the contractor in pursuance of the contract which will be deducted from the bills preferred by him in accordance with section 1040 of the Income Tax Act., 1961 as introduced through Finance Act of 1972 or as amended from time to time.

Signature of the Tenderer



1.8 PARTNERSHIP DEEDS, POWER OF ATTORNEY ETC. :

a) In case of a firm not registered under partnership Act. II, the power of attorney duly authorized by all of them should sign the tender and other connected document. A copy of the document empowering the individuals to sign should also be sent with the tender. In any case, Tenderer should disclose his constitution fully & copies of all necessary legal documents in support thereof should be submitted with the tender & originals thereof should be produced as and when called for any individual signing the tender or other documents connected there with should specify whether he is signing.

- i) As sole proprietor of the firm or his attorney or
- ii) As a partner or partners of the firm, or
- iii) For the firm as per procreation, or
- iv) As a Director, Manager or Secretary in the case of limited Co.

The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor

The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorising him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

If the tenderer(s) expires after the submission of his / their tender or after the acceptance of his their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

Employment / Partnership etc. of Retired Railway Employees:

b) Should a 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 Electrical or any other department of any of the railways owned and administered by the President of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired engineer or retired Gazetted Officer as aforesaid, or should a tenderer being an incorporated company have any such retired engineer or retired officer as one of its Directors or should a 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 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 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 tender. 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 tenderer, as the case may be, shall be rejected.

Signature of the Tenderer



c) Should a Tenderer or Contractor being an individual on the list of approved Contractors of Electrical Engineering department have a relative(s), or in the case of Partnership Contractor or Company of Contractors one or more of his share holder(s) or a relative(s) of the share holder(s) employed in Gazetted capacity in the Electrical Engineering Department of the South Eastern Railway, the authority inviting Tenders shall be informed of the fact at the time of submission of Tender, failing which the Tender may be disqualified/rejected or if such fact subsequently comes to light, the Contract may be rescinded in accordance with the provision in clause 62 of the General Conditions of Contract.

1.9 TENDERER ADDRESSES:

Every Tenderer has to write his postal address fully and clearly along with phone number (Land line & Mobile), if any, in the tender document. Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer duly is in time notwithstanding the fact that the communication did not reach the tender at all or in time for the reasons whatsoever. Important document shall be sent by Registered Post. Address:.....

 Phone No(Land line).....
 Mobile..... Fax no..... E-Mail ID.....

1.10 ERASURES OR ALTERNATION:

No erasure or alternation in the text of the tender papers in permitted & any such erasure and/or alternation will either be disregarded or render the whole tender void at the option of the Railway Administration. **No Whitener should be used.** Any correction made by tender(s) in his/their entries must be attested by him / them with date in blue or black ink.

1.11 COMPLIANCE WITH INSTRUCTIONS :

Tender which do not comply with the instructions detailed above, shall not be considered.

1.12 RESULTS OF TENDER:

The acceptance of the tender will rest with the Competent Authority of Railway for and on behalf of the President of India, who reserves the right to decide the tender amongst more than one Tenderer, if deemed necessary, and also to reject any or all tenders received without assigning any reasons and does not bind himself to accept the lowest or any tender. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand neither any explanation for the cause of rejection of his /their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

1.13 VALIDITY OF OFFER:

Tenderer shall keep the offer open for a minimum period of 90(Ninety) days from the date of opening of tender. Within that period the tenderer cannot withdraw his offer subject to the period being extended further, if required by mutual agreement from time to time. Any contravention of the above condition will make the tender liable to forfeiture of his earnest money.

If such a failure as aforesaid shall have arisen from any cause which the purchaser may admit as being a reasonable ground for extension of time, the purchaser shall allow such additional time as he may in his absolute discretion consider to be reasonably justified by the circumstances of the case.

1.14 TIME SCHEDULE & PROGRAMME:

The Contractor shall strictly follow the time schedule for all work under this as mentioned in the tender notice, tender schedule and explanatory note. If the contractor fails to execute the work completely within in the stipulated time period, railway administration is entitled to impose penalty for the uncompleted portion of the work as per the penalty clause attached with this tender document.

Signature of the Tenderer



1.15 TERMINATION OF CONTRACT:

Railway Administration may summarily terminate the contract at any time by a notice(7-days notice, 48-hrs notice & final termination notice) in writing without liability to pay any compensation to the contractor in respect there of. Moreover, notwithstanding the provisions under other papers the Railway Administration may at any time summarily terminate the contract by a notice in writing without liability to pay any compensation to the contractor in respect there of in any of the following events.

- (i) **INSOLVENCY** :The contractor being an individual or a firm any partner in the Contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for liquidation on composition under any law relating to insolvency for time being enforced or make any conveyance or assignment of his assets or enter into any arrangements or composition with his Creditors or suspend payment or is the firm be/dissolved under the partnership Act.
- (ii) **LIQUIDATION**: If the contractor being company shall pass a resolution or the court shall make an order for the liquidation of its affairs of a receivers or a Manager on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoints a receiver or Manager.
- (iii) **BREACH OF CONTRACT**: If the contractor commits any breach of this contract not herein specifically provided always that such, termination shall not prejudice any right of action or remedy which shall have accrued or accrue thereafter to the Railway administration is thereby put to but shall not be entitled to any gain on re-purchase, in the event of such termination without prejudice to the other right and remedies of the Railway including the rights for forfeiting the security deposit, the Rly. Administration Shall be entitled to have the work or the undone person thereof performed, executed and/or carried out by any other agency at the cost and risk of the contractor liable for reimbursement in the event or any loss on this account.

If tenderer expires after the submission of his tender, or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the railway shall deemed such tender as cancelled, unless the firm retains its character.

EXCEPTION: - Termination of contract will not arise in case of voluntary liquidation meant for alternation or reorganization provided with the newly formed company takes over the full responsibilities and liabilities of the liquidated firm and it is acceptable to the Railway Administration.

Termination of contract under this para will not arise in case of breach or defects of a minor nature. The competency authority of Railway shall be the sole authority to decide whether breaches and defects are of minor nature.

1.16 EARNEST MONEY:

(a)The tenderer shall be required to deposit earnest money of **Rs. 16,420/-** with the tender for the due Performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be 2% of the estimated tender value as indicated in the Tender Notice. The earnest money shall be rounded to the nearest Rs. 10. This earnest money shall be applicable for all modes of tendering.

(b) It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

Signature of the Tenderer



- (c) If his tender is accepted this earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the General Conditions of Contract. The Earnest Money of other tenderers, shall save as herein before provided, be returned to them, but the railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

The Earnest Money should be in cash or in any of the following forms in favour of FA & CAO/S.

E. Railway /GRC:

- (i) Deposited receipts, pay orders, demand drafts. These forms of earnest money could be either of the State Bank of India or any of the nationalized banks. No confirmatory advice from the Reserve bank of India will be necessary,
- (ii) Deposit receipts executed by the Scheduled Banks (other than the State bank of India and the Nationalized banks) approved by the Reserve bank of India for this purpose. The Railways will not, however, accept deposit receipt without getting in writing the concurrence of the Reserve bank of India.

The Earnest Money of the unsuccessful Tenderer(s) will, be returned to the unsuccessful Tenderer (s) within a reasonable time but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the Stipulation to keep the offer open for the period specified in the Tender Documents or to the Earnest Money while such Money are in Railway's possession, nor be liable to pay interest thereon.

1.17 SECURITY DEPOSIT:

- i) The Earnest Money deposited by the Contractor with his tender will be retained by the Railway, as part of security for the due and faithful fulfilment of the contract. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor in cash or shall be recovered by percentage deduction from the Contractor's ~~per~~ ^{an} account+ bills. Provided also that in case of defaulting Contractor the Railway may retain any amount due for payment to the Contractor on the pending ~~per~~ ^{an} account bills+so that the amounts so retained shall not exceed 10% of the total value of the contract.
- ii) Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under:
- a) Security Deposit for each work shall be 5% of the contract value.
- b) The rate of recovery shall be at the rate of 10% of the bill amount till the full security deposit is recovered
- c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD. such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit

1.18 PERFORMANCE GUARANTEE:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) **within 30 (thirty) days from the date of issue of Letter of acceptance (LOA).** Extension of time for submission of PG beyond 30(thirty) days and up to 60(sixty) days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for delay beyond 30(thirty) days i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60(sixty) days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:

Signature of the Tenderer



- (i) A deposit of cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Government Securities including State Loan Bonds at 5% below the market
- (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These could be either of the State Bank of India or of any of the Nationalized Banks;
- (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
- (vi) A Deposit in the Post Office Saving Bank;
- (vii) A Deposit in the National Savings Certificates;
- (viii) Twelve years National Defence Certificates;
- (ix) Ten years Defence Deposits;
- (x) National Defence Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.
- (x) Also FDR in favour of FA&CAO/S.E.Railway, Garden Reach (free from any) may be accepted.

(c) The Performance Guarantee shall be submitted by the successful bidder after the letter of Acceptance (LOA) has been issued, but before signing of the contract agreement, the PG shall be initially valid up to the stipulated date of completion plus 60(sixty) days beyond that. In case, the time for completion of work gets extended, the Contractor shall get validity of PG extended to cover such extended time for completion of work plus 60(sixty) days.

(d) The value of Performance Guarantee to be submitted by the contractor will not change for variation up to 25 %(either increase or decrease).In case during the course of execution, value of the contract increase by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5%(five percent) for the excess value over the original contract value shall be deposited by the contractor.

(e) Performance Guarantee (PG) shall be released after physical completion of the work based on Completion Certificate+issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily. The procedure for releasing should be same as for Security Deposit. The Security deposit shall, however be released only after expiry of the maintenance period is over and after passing the final bill based on ~~No Claim Certificate~~ from the contractor.

(f) Wherever the contract is rescinded, the Security Deposit should be forfeited and the Performance Guarantee shall be en-cashed and the balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership , then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner any other JV/Partnership firm.

(g) The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of:

- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- (iii) The Contract being determined or rescinded under provisions of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

Signature of the Tenderer



1.19 ADDITIONS AND ALTERATIONS

Railway Administration may require modifications to be carried out on the works, if considered necessary either during the execution or after the specified duration coming within the purview of the contract. This tender schedule has prepared as per the existing Rake holdings and current time table issued by Zonal head quarter. If more number of locos allotted to this shed or if any changes during the execution of this contract the total quantity of work or quantity at a particular night stabling point/shed will vary. If any additional quantum of the works specified in the schedule becomes necessary during the course of execution the contractor may be called upon to carry out such additional works to the extent of 25% of the original contract quantity at the same rates, terms and conditions.

1.20 SAFETY MEASURES:

The contractor shall take all precautionary measures in order to ensure the protection of his own personal moving about or working in the Railway premises. The contractor shall abide by all Railway regulations in force for the time being and ensure that the same are followed by his representatives, Agent or Sub-contractor of workmen. He shall give due notice to his employees and workers about provisions of the para.

The contractor shall ensure that unauthorized, careless or in adverting movement which may result in accident to staff and/ or damage to equipment does not occur.

The Contractor shall indemnify and keep the railway Administration indemnified and harmless against all Actions suits, claims demands, other charges or expenses arising connection with accidents, death or injury sustained by any person or persons with the railway premises and any loss or damage to railway property sustained, due to the acts or omissions of the contractor; or his staff during the execution of this contract irrespective of whether such liability arising under the workmen compensation Act.1923 or Fatal Accidents Act or any other status in force for the time being

1.21 EXECUTION OF AGREEMENT:

The successful tenderer/s shall be required to execute a formal agreement in prescribe form with the Railway Administration on the lines of the Tender Conditions and until a formal agreement is prepared and executed the acceptance of this tender shall constitute a binding contract between the Railway Administration and the Contractor in all respects.

1.22 RAILWAY PASSES:

No free Railway passes will be issued for the contractor or for his workmen.

1.23 COMMUNICATION TO BE IN WRITING:

All notices, communications, reference and complaints made by the Railways or his Engineer or the Engineer's representative or the contractor inter concerning the works shall be in writing and no notice communications references or complaint not in writing shall be recognized. The list of address to which correspondence and documents relating to the tender is to be sent must be indicated in the tender papers.

1.24 REFUND/FORFEITURE OF EARNEST MONEY

The Earnest Money including the amount taken as security deposit for the due performance of the stipulation to keep the offer open till the date specified in the tender under clause 1.13 (i.e. validity of offer) hereof shall be refunded to the unsuccessful tender (s) within a responsible time after finalization of tender case. The earnest money deposited by the successful tender(s) shall be retained towards the security deposit for the due and faithful fulfilment of the contract, but shall be forfeited by the Railways without prejudice to any other rights or remedies available to it if the contractor fails to execute the agreement bond or start the work within a reasonable time (to be determined by the Engineer at site) after notification of the acceptance of his/their tender.

Signature of the Tenderer



1.25 SERVICE OF NOTICES ON CONTRACTORS:

The Contractor shall furnish to the name of authorized agent and all complaints, notices, communications, and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer. Important documents may be sent by Registered Post.

1.26 ACCIDENTS AND DAMAGES TO INSTALLATION ETC.:

The Contractor shall be responsible for all repaired and rectification of damage due to accident or any other cause during the course of the contractor work at site.

All costs, damages or expense which the Railways may incur, for which under the terms of contract, the contractor is liable, may be either deducted by the purchaser at his discretion from any money due or to become due or refundable by the purchaser to the contractor under the contract or may be recovered by action of law or otherwise from the contractor. The purchaser reserves the right and shall be entitled to retain payments due to the contractor under this contract and to set off the same against all claims whether arising out of this contractor out of any other transaction whatever with the contractor

1.27 PROVISION OF PAYMENT OF WAGES ACT:

The contractor shall comply with the provisions of payment of Wages Act 1936 as amended up to date and the rules made there under in respect of all employees directly working under him or sub contractors employed by him for this works. If in compliance with the terms of the contract, the contractor directly or sub contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the work to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the contractor, and Engineer may on failure of the contractor to repay such moneys to the Railway deduct the same from any moneys due to the contractor in terms of the contract.

The purchaser shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other, all moneys paid/payable by the Railway by way of compensation of the aforesaid or for cost of expenses in connection with any claim thereto) and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

1.28 WAGES TO LABOUR:

The contractor shall be responsible to ensure compliance with the provisions of the **MINIMUM Wages Act, 1948**, as modified up to date (**Rate specified by central labour commissioner Delhi**) and the rules made there under, in respect of any employee/ worker employed by him directly or through sub contractors for the purpose of carrying out this contract.

Payment should be made monthly to the labours employed for this contract.

If, in compliance with the terms of the contract, the contractor directly or sub contractor supplied any labour to be used, wholly or partly under the direct orders and control of the purchaser whether in connection with any work being executed by the contractor or otherwise for the purpose of the purchaser such labour shall for the purpose of this clause shall be deemed to be persons employed by the contractor.

If any moneys shall as a result of any claim or application made under the said Act be directed to be paid by the purchaser, such moneys shall be deemed to be money payable to the purchaser by the contractor and on failure by the contractor to repay the purchaser and moneys paid by it as aforesaid within seven days after the same shall have been demanded the purchaser shall be entitled to recover the same from any moneys due or accruing to the contractor under this or any other contract with the purchaser.

Signature of the Tenderer



Employment of child labour is prohibited and punishable offence.

The labours deployed by the contractor for the entire work must have individual Bank account in their own name. The payment to the labour by the contractor shall be made as per the latest minimum wages issued from Chief Labour Commissioner (C) through Bank accounts of the individuals labour only and not in cash. The contractor while submitting the on account/final bill for a particular month shall enclose the photocopy of the Bank statement showing that payment has been made directly to bank account of the labours in the previous month the payment of the contractor will not be released on failure to submit the bank statements for each and every labour+

1.29 SUBLETING OF CONTRACT:

The contractor shall not assign or sublet contract or any part thereof or allow any person to become interested therein in any manner what so ever without the special permission of the purchaser. Any breach of these conditions shall entitle the purchaser to rescind the contract under clause 62 of General Conditions of the contract and also render the contractor liable for payment to the purchaser in respect of any loss or damages or ensuing from such cancellation.

1.30 FINAL ACCEPTANCE:

The final acceptance certificate will be issued to the contractor after successful completion of entire work and fulfilment of terms and conditions of the contract.

1.31 POWER OF MODIFICATION TO CONTRACT:

1.32.1 The Engineer on behalf of the purchaser shall be entitled by order in writing to on large or extend, diminish or reduce the works or make any alternations in their execution place, Time of execution, quantities defined at a particular night stabling points/ shed, or the method of their execution or in the combination and use of materials for the execution or thereof or to order any additional works to be done or any works not to be done & the contractor will not be entitled to any compensation for any increase/reduction in the quantities of work but will be said only for the actual amount of work done and for approved materials supplied against a specific order.

1.31.1 Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity for each individual item of the contract would be up to $\pm 25\%$ of the quantity originally contracted. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of $\pm 25\%$ variation in quantity of individual item or works.

1.32.3 The enlargement, extension, reduction, alternations or additions referred to in clause 1.32.2 in no degree affect the validity of the contract but shall be performed by the contractor as provided therein and be subject to the same conditions, stipulation and obligations as if they had been originally and expressly included and provided for in the specification and the amount to be paid therefore shall be calculated in accordance with the accepted scheduled rates, any extra items /quantities of work following outside the purview of the provisions of sub clause . 1.32.1 above shall be paid for at the rate determined (i.e. rates for extra items of work for these conditions).

1.32 VARIATION OF SCHEDULE QUANTITIES:

Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity for each individual item of the contract would be up to 25% of the quantity originally contracted. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation what so ever up to the limit of 25% variation in quantity of individual item or works.

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 got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125 % of the agreement quantity subject to the following conditions:

Signature of the Tenderer



a) Operation of an item by more than 125 % of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade:

i) Quantities operated 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.

ii) Quantities operated 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.

iii) 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 finance and shall be paid at 96 % of the rate awarded for that item in that particular tender.

b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not in the overall contract value.

c) Execution of quantities beyond 150 % of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA & CAO (C) and approval of General Manager

In cases where decrease is involved during execution of contract:

a) The contract signing authority can decrease the items up to 25 % of individual item without finance concurrence.

b) For decrease beyond 25% for individual items or 25 % of contract agreement value, the approval of an officer not less than the rank of S.A. Grade may be taken, after obtaining ~~No Claim Certificate~~ from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

c) It should be certified that the work proposed to be reduced will not be required in the same work.

d) The limit for varying quantities for minor value items shall be 100 % (as against 25 % prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.

e). For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.

f). For tenders accepted by General Manager, variations up to 125 % of the original agreement value may be accepted by General Manager.

g). For tenders accepted by Board Members and Railway Ministers, variations up to 110 % of the original agreement value may be accepted by General Manager.

h) The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the Tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained

1.33 ACCOMMODATION:

The contractor shall make his arrangements for the accommodation. Electricity for the purpose of execution of the work against this contract may be arranged by Railway.

1.34 DEFAULT AND DELAY:

The contractor shall execute the work with due diligence and expedition keeping to the approved time schedule. If he refuses or neglects to comply with any reasonable orders given to him in writing by the Railway Engineers in connection with the work lags persistently behind the time schedule due to his neglect, the Railway shall be at liberty to give seven days notice in writing to the contractor requiring him to make good the neglect or contravention, complained of or should the contractor fail to comply with the requisition made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part out of the contractor's hand without any further reference and get the work or any part thereof, as the case may, completed by other agencies at the expense of the contractor without prejudice to any other right or remedy of the Railways.

Signature of the Tenderer



1.35 LOSS SUSTAINED DUE TO DEFAULT AND DELAY:

(a) In the event of any loss to the Railway on account of execution and/or completion of the work or any part thereof by agencies other than the contractor, in terms of [Para 1.35](#), the contractor shall be liable to reimburse the loss to the Railway without or in prejudice to the other rights and remedies of the purchaser, and the reimbursement in full / part as the case may be, shall be met, at the option of the purchaser, from out of all or any of the following sources viz.

- i) Any amount due and payable to the contractor by the purchaser on any account whatsoever,
- ii) The contractor's security deposit in the hands of the purchaser as far as available; and any other assets whatsoever of the contractor.

(b) In the event of reimbursement from out of sources (i) and or (ii) above mentioned, the purchaser shall have the right of appropriation suo motto.

1.36 ISSUE OF TOOLS AND PLANTS TO THE CONTRACTOR:

For the purpose of carrying out the work, Railway will not issue any tools and plants. However, if the executive officer In-charge of the work is of the opinion that in the interest of faster progress of the work, any tools and plants items are to be provided to the contractor, the same may be provided to the contractor on fulfilling of an indemnity bond and the book value of the materials will be kept deducted from the running bills of the contractor till return of the tools and plants. The determination of book value of the T&P items is as per the Railways Book or the cost of procurement of the item with normal escalation @ 10% per year added to it, whichever is higher.

1.37 EXTENSION OF TIME FOR COMPLETION OF CONTRACT:

The contract for the entire work will be valid for a period of 2 (Two) Years from the date of issue of letter of acceptance. However, extension of the contract either on railway's account or on contractor's account will be dealt with as per general condition of contract of S.E.Railway 2001, with all correction slips.

1.38 MEASUREMENT:

Payment for the work shall be made in accordance with the approved schedule in conformity with the Explanatory Notes of the tender schedule and standard engineering practices.

1.39 POST PAYMENT AUDIT:

It is an agreed term of the contract that the Railway reserves to itself the right to carryout a post payment audit and or technical examination of the works and the final bills, including all supporting vouchers, abstracts etc. and to make a claim on the contract for the refund of any excess amount paid to him if as a result of such examination any over payment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.

1.40 MATTERS FINALLY DETERMINED BY THE RAILWAY

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Railway and the Railway shall within a reasonable time after receipt of the contractor representation make and notify decisions on all matters referred to by the contractor in writing, provided that matters for which provision has been made in Clauses of the General Conditions of Contract or in any clause of the Special Conditions of the Contract shall be deemed as excepted matters and decision thereon shall be final and binding on the Contractor, provided further that excepted matters shall stand specifically excluded from the purview of the Arbitration Clause and shall not be referred to Arbitration.

1.41 ARBITRATION:

1.41.1 DEMAND FOR ARBITRATION: In the event of any dispute or different between the parties hereto as to the construction or operation of this contract or the respective rights and liabilities of the parties on any matter in question, dispute of difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to or if the Railway fails

Signature of the Tenderer



to make a decision within a reasonable time then & in any such case, save the expected matters referred to in clause 63 of the General conditions of contract and standard specification 1974 of S. E. Railway the contractor after 90 days but within 180 days of his final claim on dispute matters shall demand in writing that the dispute or difference is to be referred to arbitration.

1.41.2 The demand for arbitration shall specify the matters which are in question, dispute or difference. Only such dispute(s) or difference(s) in respect of which the demand has been made shall be referred to arbitration & other matters shall not be included in the reference.

1.41.3 If the contractor(s) does/do no prefer his/their specific & final claims in writing within a period of 90 days of receiving the intimation from the Government that the final bill is ready for payment he/they will be deemed to have waived his their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

1.41.4 All questions, disputes and/or difference arising under or in connection with this contract or in any way attaching or relating to or concerning the erection, meaning or effect of these conditions or the special Conditions of contract (except as to any matter the opinion and/or decision regarding which had been otherwise provided for these conditions or the special conditions of the contract to the final an also except as to any matter regarding which the contractor has given no claim certificate or such Railways Officer (Retired or in service) as shall be appointed to be the arbitrator by the General Manager for the time being of the S. E. Railway in his sole & absolute discretion and the decision of such arbitrator shall be final and conclusive under provision of the India, Arbitration Act.1940 and of the rules there under and all statutory modification thereof.

1.41.5 If the sole arbitrator appointed under sub-clause (iv) or one both the Arbitrators/pointed under sub-clause (v) above resigns his appointment or resign their appointment or resign their appointments or vacates his office/vacate their office or is/are unable or unwilling to act for any reason what-so-ever or arbitrator/arbitrators to act his/their place/places in accordance with the provisions of sub-clause (iv) or sub-clause (v) above as the case may be/ shall be entitled to proceed with the reference from the stage at which it was left by the previous arbitrator/arbitrators.

1.41.6 The arbitrator/arbitrators umpire so appointed as the case may be shall give the award on all matters referred to arbitration indicating therein break-up of the sum awarded separately on each individual item of disputes.

1.42 ILLEGAL GRATIFICATION:

Any bribe, commission, gift or advantage given promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or on their behalf to any officer or employee of the purchaser or to any person on his or on their behalf in relation to the obtaining of the execution of this or any other contract with the purchaser shall, in addition to any original liability which he may incur, subject to the contractor to the rescission, of the contract and all other contracts with the purchaser and to the payment of any loss or damage resulting from such rescission and the purchaser shall be entitled to deduct the amounts so payable from any moneys due to the contractor under the contract or any other contracts with the purchaser. The contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the purchaser and if he shall do so the purchaser shall be entitled forthwith to rescind the contract and all other contracts with the purchaser. Any question or dispute as to the commission of any offence or compensation payable to the purchaser under this clause shall be settled by the General Manager of the Railway in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

1.43 OTHERS CONDITIONS:

If there is any item, which is not, covered in this tender paper, terms & condition mentioned in general conditions of contract applicable to works contract of S.E.Railway shall apply. In case there is any contradiction between special condition and general condition of contract, the special condition of contract shall prevail.

Signature of the Tenderer



Tender Document Part-II
RATE SHEET (OFFER LETTER)

To
The President of India,
Acting through,
Sr. Divisional Electrical Engineer (TRS),
South Eastern Railway, Santragachi,
Howrah- 711111

Tender Notice No: TRS/SRC/WC/OT/Repairing SMP & ABL/170/14-15/297, Dated: 25/02/15.

I/we have read and understood the tender schedule and general conditions of tender attached hereto and hereby agree to abide by the said Conditions. I/We also agree to keep this tender open for acceptance for a period of **90(Ninety) days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We also hereby agree to abide by the General and Special Conditions of Contract and to carry out the work and works laid down by the Railway for the present Contract. I/We offer to do the work as detailed below at the rates quoted below: -

Name of work	Departmental Estimated cost	Quantity	Rate in percentage to be quoted in figure as well as in words. (Strike out which is not applicable).
Repairing/Fabrication of Sandwich mounting & axle box liners of WAP-4 Electric Locomotives at ELS/SRC, S.E.Rly.	₹ 8,20,615/-	Sandwich Mounting:- 684 nos. & Axle Box Liners:.. 1368 nos.	_____ % (IN FIGURES) ABOVE/AT PAR/ BELOW
			_____ % (IN WORDS) ABOVE/AT PAR/ BELOW

The full value of the earnest money shall stand forfeited without prejudice to any other right or remedies in case my/our tender is accepted and if:

- a) I/We do not execute the contract documents within 7 days after receipt of notice issued by the Railway that such documents are ready.
Or
- b) I/We do not commence the work within 7 days after receipt of order to that affect.
Or
- c) If the documents furnished along with the tender documents, found defective / fabricated or not genuine.

Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Witness

SIGNATURE OF TENDERER (S)
TENDERER (S) ADDRESS



Rate schedule

S/No	Description of work	Qty.	Unit Rate in ₹	Amount in ₹
1.	Repairing/Fabrication of Sandwich mounting Pad for traction motors.	684 nos.	321.576 each	2,19,957.98
2.	Repairing/Fabrication of axle box liners	1368 nos.	439.077 each	6,00,657.33
Total Amount for Two years = ₹ 8,20,615.31= R/O ₹ 8,20,615/- (Rupees Eight lakhs twenty thousand six hundred fifteen only)				

Notes to Fill-up Rate sheet:

1. The tenderer(s) should quote only the percentage (**maximum up to 3 decimal places**) above/equal to/below the estimated departmental cost in blue or black ink.
2. Tender accompanied by any condition or conditional offer will liable to be rejected.
3. Incomplete offer regarding quoting of rate will be summarily rejected.
4. Tender(s) unaccompanied with requisite earnest money and cost of tender document will be treated as invalid and will be rejected.
5. **No whitener should be used in place of over writing.**
6. All corrections/ over writing to be self attested by the contractor.
7. **The quoted rate should be inclusive all taxes except service tax.**
8. Tenderer(s) should not alter the content or Format of the Rate sheet or any other page of tender documents.

Signature of the Tenderer



SCOPE OF WORK:

a) Sandwich mounting Pad Fabrication:

Fabrication/Repair One number of sandwich mounting pad for traction motor mounting consists of following jobs:

- i) 2 nos. MS plate size 65x490x90 mm (Top & Bottom) holders have to be removed from defective mounting by cutting/grinding.
- ii) Worn out Manganese liners/spring sheet liners are to be removed by cutting/grinding.
- iii) Fresh Manganese liners of size 374 X 89 X 6mm are to be welded as per drawing No.03/1/25/1 and specification to the holder plates, in items (i) after finishing of its surface.
- iv) Welding of above holder plate with liners to the sandwich mounting elements giving the holes in sandwich mounting. Shape & size as per drawing Number properly.
- v) During welding of bonded mounting pad plate & 6 mm manganese liner plate, ensure the centring & alignment of top and bottom hole.

Total quantity to be executed in Two years = 684 Numbers

b) Axle Box liner Fabrication:

One number of Axle box liners Fabrication/Repair consists of following jobs

- i) All the six liners are to be removed by grinding from an axle box.
- ii) Surface to be made proper by grinding for welding of fresh manganese liners.
- iii) Welding of all the six liners in the axle box such that dimension should be as per Drawing.

Total quantity to be executed in Two years = 1368 Numbers

NOTE:

- (i) Manganese liners, sandwich rubber elements and welding electrodes will be supplied by the Railway.
- (ii) The contractor has to engage his own welding machines (preferably by IGBT controlled welding plants), grinding and cutting machines and welding mask.
- (iii) Electricity will be supplied by the Loco shed at free of cost for the above fabrication works.
- (iv) Welding works will be strictly as per RDSO guidelines under the direct supervisions of Railway supervisors.
- (v) Agency must engage qualified and skilled welders.

IMPORTANT POINTS REGARDING ABOVE WORK:

1. The welding work will be carried out at Shed premises Machining if required will be carried out at firm's premises.
2. The work may not be continuous; the work may be in pieces. When the job is required, information will be given to firm and firm have to depute his staff with required machines within 01 days from the date of information. After completing the work he can return back his machines. ELS/SRC will not be responsible for the maintenance or safe custodian of the machines owned by the contractor.

(c) Penalty:

If contractor fails to attend the job within 01 days from the date of information, then a fine of ₹ 1000/- per day will be imposed.

Signature of the Tenderer



INSTRUCTION TO TENDERERS PART –II
(To be signed by the Tenderer & submitted along with the Tender)

2.0 CONDITIONS OF PRICES & PAYMENT TERMS:

2.1 SCOPE:

This chapter deals with prices to be paid for Repairing / Fabrication of Sandwich mounting & axle box liners of WAP-4 Electric Locomotives at ELS/SRC, S.E.Rly. Item of work of for supplies of materials and other amounts payable in accordance with accepted schedules of prices and rates and terms and conditions of payment mentioned herein.

2.2.1 **UNIT PRICES:** The Rated quoted by the Tenderer and accepted by the purchaser shall hold good till the completion of the work and no additional individual claim will be admissible on account of fluctuation in market rates etc.

2.2.2 **The rate quoted by the Tenderer for the cost of materials must be inclusive of all incidental charges like, freight transport, loading/unloading, VAT, Sale Tax, Excise Duty, Octroi and other taxes and duties etc.**

2.3 **CLARIFYING NOTES:** Explanatory Notes for various items of work included in the schedule are given in Part-II of the tender paper. Tenderer should carefully read and all the cost of materials and various sweeping cleaning activities as clearly explained in the explanatory Notes

2.4 **TERMS OF PAYMENT:** Payments will be made through NEFT/RTGS in favour of firm and the same payment will be made after fill up the measurement book by Railway Authority of ELS/SRC and after following necessary formalities.

Payment may be made once in every two months till the final completion of the work along with deduction as per norms.

Subject to any deduction or recoveries which the purchaser may be entitled to make under the contract, the contractor shall unless otherwise agreed to be entitled to get the payments as per the conditions stipulated in the subsequent clauses.

Delay in payment or non payment of the contractors bill under no circumstances will be accepted as an excuse for contractors' failure to carry out the work as per the terms and the condition of the contract satisfactorily.

2.5 **PAYMENT DUE TO PRICE VARIATION: Not applicable**

2.6 **PAYMENT OF STATUTORY VARIATION IN TAXES AND DUTIES:** The Railway Administration will not be responsible for the payment of duties and taxes made by the tenderer stating statutory variation in taxes and duties.

Signature of the Tenderer



- 2.7 FINAL SETTLEMENT & REFUND OF SECURITY DEPOSIT:** On expiry of the completion period and issue of the certificate for final acceptance provided all the dues payable by the contractor to the Railway have been duly paid or otherwise made good by the contractor, the security deposit will be refunded to the contractor on production & surrender of the relative original receipt granted by the Railway in case it was paid in cash & where the security deposit is in the form of Bank Guarantee will terminate the contract. The security deposit shall however, be liable to be forfeited in case of any breach by the contractor of any of the conditions of the contract or for non-completion of the full contract without prejudice to other rights and remedies of the Railway whether specifically provided for herein or otherwise.
- 2.8 RELEASE OF PERFORMANCE GUARANTEE:** Performance Guarantee shall be released after satisfactorily completion of the work and maintenance period is over. The procedure for releasing should be same as for Security deposit.
- 2.9 INDEMNITY BOND: Not Required.**

Signature of the Tenderer

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