



South Central Railway  
Secunderabad Division

**TENDER PAPER**

for

**“Outsourcing of activities in Crew Lobby, Crew Changing point 1 and 2 and CTR’s feeding at Kazipet for a period of two years”.**

**Tender No. C/E.29/TRSO/Tender/11/2011-12**

Issued by:  
Senior Divisional Electrical Engineer (TRSO)  
Secunderabad  
Andhra Pradesh.

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**Tender No C/E.29/TRSO/Tender/11/2011-12**

**CHECK LIST OF DOUCEMENTS TO BE SUBMITTED ALONG WITH TENDERS**

**(Tenderers are requested to give certificates and or put (✓) mark where ever applicable)**

1	Particulars of DD / MR submitted towards cost of tender form	
2	Particulars of DD/FDR submitted towards EMD	
3	Attested copy of Experience Certificate in Form 12(A)	✓
4	Attested copy of certificate showing contractual amount received during the last three financial years and current financial year or Turnover during the last three years and current financial year duly attested by a Chartered Accountant.	
5	List of works on hand with tenders in Form 12(D)	
6	Taxpayer's identification Number (Tin)	
7	Registration number of APGST / APVAT	
8	Total number of annexure submitted (Number of pages)	
9	<b>Tenderers rate quoted in FORM 5 (AT PAGE NO. 40)</b>	

**Signature of tenderer**

**0000**

**Tender No C/E.29/TRSO/Tender/11/2011-12**

**TENDER DETAILS**

1	Tender No:	<b>C/E.29/TRSO/Tender/11/2011-12</b>
2	Name of the work:	<b>Outsourcing of activities in Crew Lobby, Crew Changing point 1 and 2 and CTR's feeding at Kazipet for a period of two years".</b>
3	Estimated value	<b>Rs.44,04,340</b>
4	Earnest Money Deposit	<b>Rs. 88,087</b>
5	Cost of Tender Forms	i) In person <b>Rs.3,372/- (Rs.3,000/- + 372/- APGST @ 12.4%)</b>
		ii) By post <b>Rs. 3,872/- (Rs.3,000/- + 372/- APGST @ 12.4% + 500/-Postage)</b>
6	Last date and time for sale of tender forms	
	i)In person ii) By post	<b>09-12-2011 up to 17.00 hours 07-12-2011 up to 17.00 hours</b>
7	Last date and time for closing of tender box.	<b>12-12-2011 up to 15.00 hours</b>
8	Date and Time of Opening of tenders	<b>12-12-2011 at 15.30 hours</b>
9	Place of tender opening:	Tender hall of Divisional Railway Manager's office, Hyderabad division, South Central Railway, <b><u>SECUNDERABAD-500071</u></b> . Andhra Pradesh.
10	Period of Completion	<b>Two years</b> from the date of Commencement of the work
11	Validity of offer:	<b>One hundred twenty Days (120 days)</b> from the date of opening of tenders

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**OFFER LETTER**

From.....  
.....  
.....

To:  
The President of India,  
Acting through the Senior Divisional Electrical Engineer(TRSO),  
South Central Railway,  
SECUNDERABAD.

Dear Sir,

Sub:- **Tender No. C/E.29/TRSO/Tender/11/2011-12 - Outsourcing of activities in Crew Lobby, Crew Changing point 1 and 2 and CTR's feeding at Kazipet for a period of two years.**

...

1. I/We, the undersigned hereby offer to execute the above works within a period of \_\_\_\_\_ months from the date of issue of letter of intent/letter of Acceptance of Tender and in strict compliance with the provisions detailed in the Tender papers appended hereto including Instructions to Tenderers and conditions of Tendering, Conditions of contract and specifications as included therein and as modified by this Tender at such rates as are specified in schedule and of this Tender enclosed within a sealed cover. Summary of prices given in Form-5
2. I/we agree that this/these tender's shall not be restricted or withdrawn and shall remain open for acceptance for and during the period of four months from the date fixed for opening the same subject to the stipulation mentioned in clause 1.1.5. and will continue to be open even beyond the period of four months till withdrawn or rejected or accepted as the case may be.
3. I/we fully understand the terms, conditions and other provisions as contained in the Tender papers and I/we agree that same shall apply to my/our Tender/s as modified by my/our Tender/s and I/we shall be bound by them.
4. I/we have deposited with the chief/Divisional Cashier, South Central Railway, Secunderabad/ Sr. Divisional Finance Manager / S.C.Rly / Secunderabad, the required Earnest money of Rs. \_\_\_\_\_ /- ( Rupees \_\_\_\_\_ only ) in respect of this/these Tender/s for which Receipt No. \_\_\_\_\_ Date \_\_\_\_\_ has been granted. The full value of Earnest money shall stand forfeited without prejudice to other rights and remedies if :

(a) I/we do not execute the contract documents within 21 days of receipt of notice by the Railways that such documents are ready or

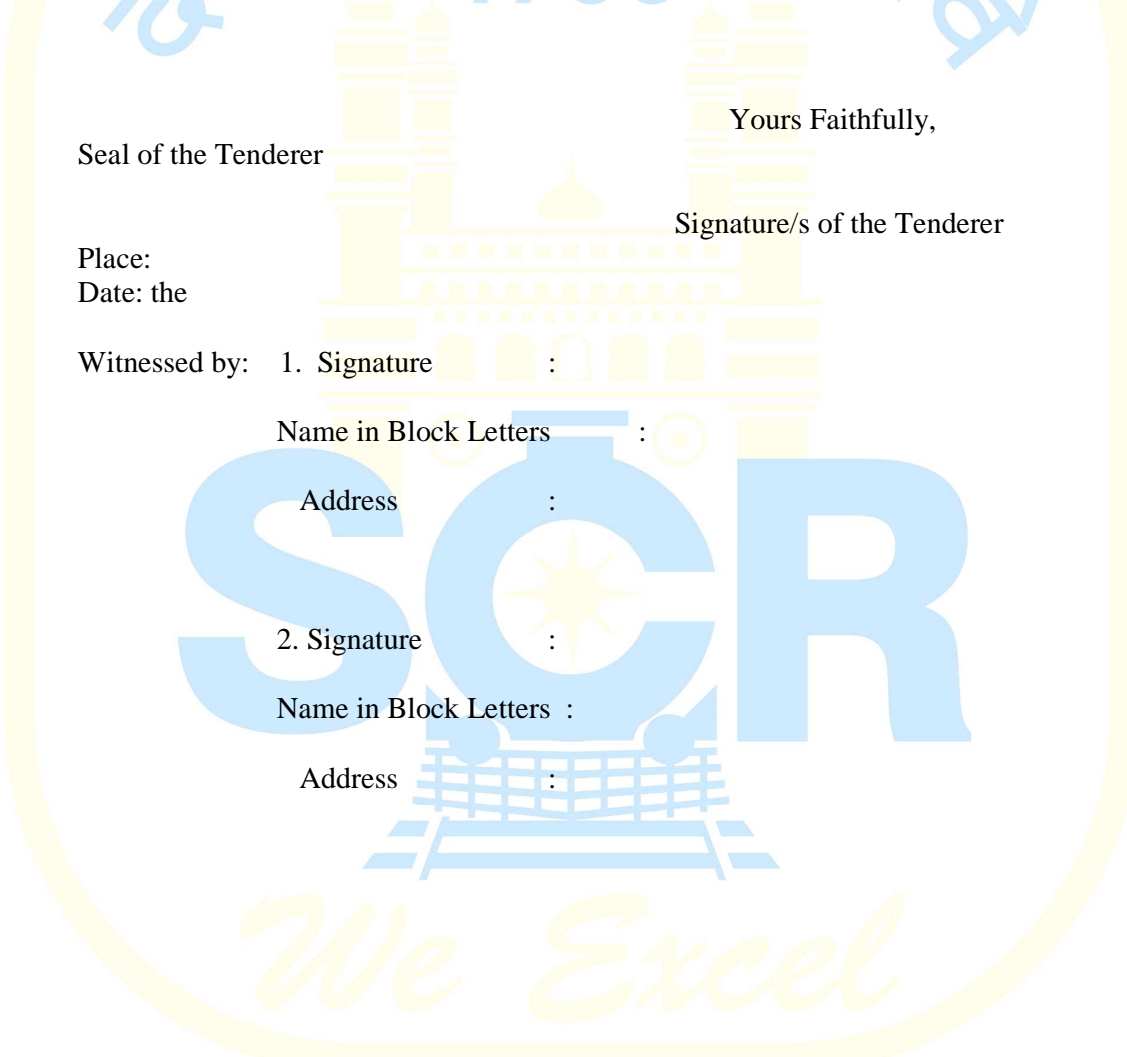
**Tender No C/E.29/TRSO/Tender/11/2011-12**

(b) I/we do not commence work within 10 days of receipt of the instructions to that effect.

5. I/we have no retired engineer or retired gazetted officer of the Engineering Departments of any of the Railways owned and administered by the President of India.

OR

The list of retired engineers or retired gazetted officers who are associated with me/us, is included as an enclosure to this offer letter @



Seal of the Tenderer

Yours Faithfully,

Signature/s of the Tenderer

Place:  
Date: the

Witnessed by: 1. Signature :

Name in Block Letters :

Address :

2. Signature :

Name in Block Letters :

Address :

*We Excel*

**P R E A M B L E**

**Tender No. C/E.29/TRSO/Tender/11/2011-12**

1. **Scope Of Work** : Secunderabad Division - Electrical TRSO Department - Secunderabad, – **Outsourcing of activities in Crew Lobby, Crew Changing point 1 and 2 and CTR's feeding at Kazipet for a period of two years.**
2. **Foreign Exchange:** No foreign exchange and/ or import license will be released/ provided to the Contractor in connection with this Contract.
3. **Earnest Money Deposit:** (see para 1.5 )  
The Tenderer shall deposit an amount of **Rs. 88,087/- ( Rupees Eighty eight Thousand and eighty seven only )** in favour of Sr. Divisional Finance Manager / Secunderabad Division / S.C.Rly / Secunderabad as Earnest Money in the manner specified in Para 1.5
- 4(A). **Security Deposit:** (See Para 2.15)
  - a) Security deposit for this work is **5% (Five percent)** of the contract value.
  - b) Security deposit will be recovered from the on account bills after deducting the amount paid in the form of EMD. The rate of recovery will be at the rate of **10% (Ten Percent)** of the bill amount till the full security deposit is recovered.
  - c) Security deposit 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.
  - d) Security deposit will be returned to the contractor after the expiry of guarantee period of the work as certified by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract.
  - e) If the competent authority is of the rank lower than JA grade, then a JA Grade Officer (Concerned with the work) should issue the certificate. The certificate inter-alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal "No Claim Certificate" from the contractor concerned should be obtained.
  - f) After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR/irrevocable bank guarantee for equivalent amount to be submitted by him. In case of contracts of value Rs.50 crores and above, irrevocable bank guarantee can also be accepted as a mode of obtaining security deposit

**4(B). Performance Guarantee:**

(a) The successful bidder shall submit a Performance Guarantee (PG) in the form of an irrevocable bank guarantee amounting to 5% of the contract value in any of the following forms :-

- (i) a deposit of Cash,
- (ii) Irrevocable Bank guarantee as per proforma at FORM 15 of tender papers,



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- (iii) Government securities including State Loan Bonds at 5 percent below the market value,
- (iv) Deposit Receipts, Pay Orders, Demand Drafts, and Guarantee Bonds. These forms of Performance Guarantee 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 Savings 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 percent below market value or at the face value whichever is less.
- (xii) FDR in favour of Sr. Divisional Finance Manager / S.C.Rly / Secunderabad ( free from any encumbrance )

**“The procedure for obtaining Performance Guarantee is outlined below:-**

(b) A Performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 15 days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

(c) Performance Guarantee (PG) shall be released after the physical completion of the work based on the ‘Completion Certificate’ issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on ‘No Claim Certificate’.

(d) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and 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 firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

(e) 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.



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- iii. The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

Performance Guarantee will be returned to the contractor after the physical completion of the work as certified by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract.

If the competent authority is of the rank lower than JA grade, then a JA Grade Officer (Concerned with the work) should issue the certificate. The certificate inter-alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways against the contract concerned. Before releasing the PG, an unconditional and unequivocal no claim certificate from the contractor concerned shall be obtained.

**5. Deviations:** All Tenderers may please note that Offers seeking modified terms and conditions by way of deviations mentioned under either Memorandum or Deviations Schedule for instance, any modification in respect of progress payment, recovery rate, insurance, warranty, extension in completion period, facility to be provided by the Purchaser or any reimbursement of taxes etc. are liable to be rejected without assigning any reason thereto and the decision of the Railway administration in this regard will be binding on all Tenderers. It should also be noted that prices shall be firm inclusive of all taxes and duties, Sales tax on Works Contract forms part of above mentioned taxes and no deviations should be sought for.

**6. Completion Period:** The entire work shall be completed within a period of **Two years** from the date of commence the work unless it is extended under clause No.17 A (ii) of GCC.

**7. Tender bid:** The Tender bid shall be submitted in the manner as described in Para 1.6

**8. Last Date and time for submission of Tenders:** The tender shall be submitted in the manner as described in clause 14 & 15 of Preamble and the time and place as given at Sl.No.7 to 9 of Tender details (Page-2).

**9. Date and time of opening of Tenders:** (See Para 1.12) The Tenders will be opened at the date and time given at Sl.no.8 and the place indicated at Sl.no.9 of Tender details, where the tender box is placed in the presence of such of the tenderers or their representatives as may be present. In case the day happens to be holiday, the Tenders will be opened in the same manner on the next working day.

**10. Schedule of rates:** lists of schedule rates for various items of works. Are specified in **Form-5** The tenderer shall quote percentage below/at par/above the rate as given in the Tender paper for Schedule items.

**11. General Conditions of Contract:** In addition to conditions as mentioned herein in the Preamble, conditions and Special Conditions of Contract, Prices and payments, the Contract shall be governed by General Conditions of Contract as amended from time to time up to date. A copy of booklet incorporating the above G.C.C. may be perused in the office of the Senior Divisional Electrical Engineer (TRSO) /Secunderabad Division, South Central

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Railway, Secunderabad - 500 071. In submitting his offer it would be deemed that the Tenderer has kept himself fully informed of the provision of the G.C.C. including all correction and amendments issued up to date.

**12. SUBMISSION OF TENDER:** (a) The Tender shall be submitted duly enclosed in sealed cover giving details of “**Tender Number and Name of the work** “ ON THE COVER and addressed to the Senior Divisional Electrical Engineer (TRSO) /Secunderabad Division, South Central Railway, Secunderabad - 500 071 , in the Tender box, but not later than the last Date and time for submission of tenders.

(b) Such Tender as cannot be dropped in the Tender box due to large size, shall be handed over to the officers indicated where tender box is placed, in person not later than the prescribed date and time and the receipt thereof obtained.

Firms submitting their offer by registered post , may submit their Tender by Registered Post, with acknowledgement due, so as to reach the office of the Senior Divisional Electrical Engineer (TRSO) /Secunderabad Division, South Central Railway, Secunderabad - 500 071 not later than prescribed date and time.

### **13. Submission of Tender Documents Downloaded from Websites:**

(a) Tenderer(s) who are submitting downloaded (From website) tender documents must enclose a demand draft of Rs.3372/- “**In favour Sr. Divisional Finance Manager / S.C.Rly / Secunderabad** issued by any Nationalized Bank towards the cost of Tender Documents. Tender offers not accompanying with the requisite tender fee as above shall be liable to be rejected. Submission of tender documents through internet is not acceptable.

(b) Only the original computer printout of the Tender documents down loaded from the Website must be submitted. Photocopies are not acceptable. Tender submitted in photocopies of down loaded documents is liable to be rejected. The tenderer shall ensure all the pages of this document are fully downloaded, **legibly printed on both sides of a sheet** and submitted as a single booklet.

(c) If during the process of finalization, it is noticed that tenderer has submitted Tender document after making any changes/ additions / deletions in the Tender documents down loaded from the website, his offer will be summarily rejected and the Earnest Money deposited by tenderer shall be forfeited by the Railways.

**14.** Details are also available on Web-site “[www.tenders.gov.in](http://www.tenders.gov.in) with hyperlink “central Govt.Min./Dept.”, “South central railway”. The administration will not own any responsibility, if the web-site is not opened for downloading the tender documents due to any technical snag.

**15.** Contract agreement will be prepared based on the master copy of the tender document available in the office of Senior Divisional Electrical Engineer (TRSO) /Secunderabad Division, South Central Railway and will be binding on the Contractor.

**16.** Partnership firm is eligible if entered into and registered prior to Tender Notice. Tenderer should enclose / submit experience certificate in the same name and style as the tenderer & their credentials shall be considered i.e to the extent of work executed by the partnership firm in the same name and style. Minimum technical eligibility criterion stipulated will be followed. Experience of individual partners will not be considered.

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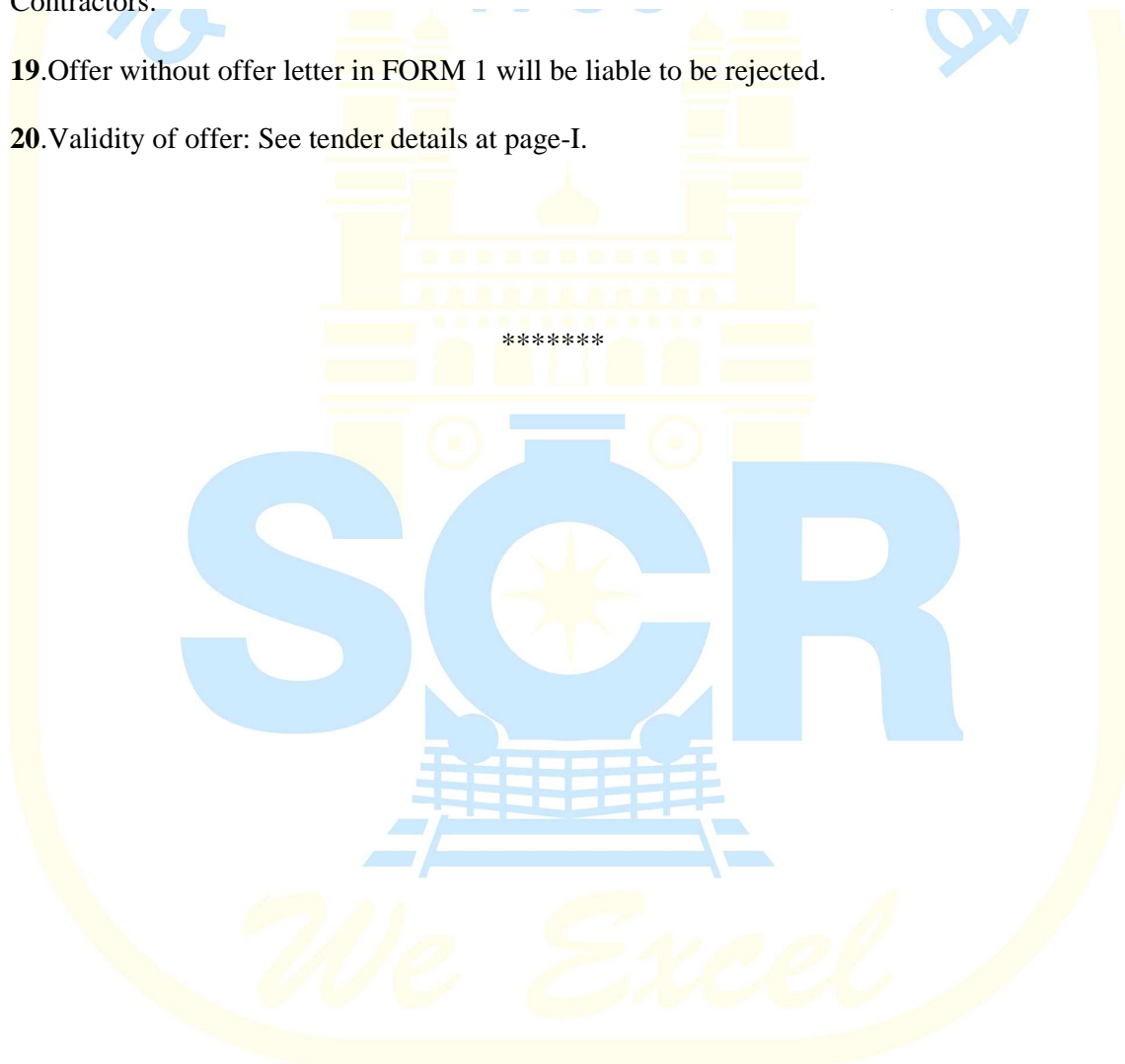
Any change or modification in the constitution of tendering firm for whatever purpose or intimation of any dispute by any of the partners in the firm , making the tendering firm ineligible, during consideration of tender after opening of tender, shall be deemed to be backing out of the offer by the tenderer.

**17. Consortium agreements, Joint ventures and MOU will not be considered for this tender.**

**18.** The Contractor will comply with the provisions of EPF and MP act 1952 and obtain code number from the concerned authorities whenever workmen employed by him are 20 or more. He will also indemnify Railways from against any claim, penalties, recoveries under the above Act and Rules. Contractors to get the code number under the EPF so as to enable the PF Commissioners to extend the social security benefits to the workmen engaged by the Railway Contractors.

**19.** Offer without offer letter in FORM 1 will be liable to be rejected.

**20.** Validity of offer: See tender details at page-I.



CHAPTER – 1

INSTRUCTIONS TO TENDERERS

**1.1 TENDER PAPERS:**

‘The instructions to Tenderers and conditions of Tendering, preamble Special Conditions of Contract, Prices & Payment and Explanatory Notes, Specifications, Annexures and Forms for Tenders and General Conditions of Contract, included in Chapter-1 to chapter- , hereafter, be collectively referred to as the ‘Tender Papers’.

The intending Tenderer is advised to study the Tender Papers carefully. The Tenderer shall also acquaint himself with the local conditions, means of access to the site of work, nature of work and all other matters pertaining thereto.

The submission of Tender shall be deemed to have been done after careful study and examination of the Tender papers with a full understanding of the implication thereof.

**1.2 INTERPRETATIONS:**

The following terms wherever occurring in the Tender Papers and wherever used throughout the execution of the work shall, unless excluded by or repugnant to the context, have the meaning attributed there to as follows: -

**Contract:** Means the contract resulting from the acceptance by the Purchaser of this Tender either in whole or in part.

**Contractor:** Means the successful Tenderer, i.e. the Tenderer whose Tender has been accepted either in whole or in part.

**Contractor’s Agent:** Shall mean a person or persons authorized under a duly executed power of Attorney to take all actions relating to the work, as could be taken by the contractor himself. In the case of a firm of contractors, the agent shall have the same powers as that of the Managing Director of the firm.

**Contractor’s Representative:** Shall mean a person in supervisory capacity who shall be so declared by the contractor and who shall be authorized under duly executed Power of Attorney to receive materials issued by the Purchaser to the contractor for the works. He shall be responsible for proper execution of works at each or all places and shall take orders from Purchaser’s Engineers and carry out the same including acknowledgement of instructions given in site order book.

**Engineer:** Shall mean the Senior Divisional/ Divisional/Executive/Assistant Executive /Assistant divisional Engineer in executive charge of the work and shall include the superior officers of the Railway. He is responsible for ensuring that all field works covered by the contract are carried out in accordance with the approved work and specifications and conditions of contract as agreed to. He is also responsible for prices and terms of payment.

**Engineer’s Representative :**Any railway supervisor/inspector/staff nominated by the engineer for supervision of the work

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**Equipment:** Means all or any equipment if any considered necessary by the Purchaser's Engineers for the satisfactory operations, as a whole of the installations, including structures, foundations etc.

**General Manager:** Means the officer in Administrative charge of this Railway and shall mean and include the officers to whom the functions are delegated. His postal address shall be intimated to the successful tender(s) in due course.

**Month:** Means any consecutive period of thirty days.

**Materials:** Means all equipments, components, fittings and other materials including raw materials if any required to complete the work.

**Purchaser:** Means the President of India acting through his accredited officers or any one of them. The General Manager, incharge of this Railway shall be deemed to be one of such accredited officers.

**Purchaser's Engineers:** Means the Engineers appointed by the purchaser, who will decide all matters relating to design, manufacture, installation and commissioning of the plant and equipment at site if any.

**Railway:** Means the Railway(s) in whose territorial jurisdiction the work is to be carried out and includes the Government of India, Ministry of Railways (Railway Board) and/or General Manager of the Railway concerned.

**Sub-contractor:** Means an individual or a firm of contractor or a company registered under Indian Company Act or an approved supplier of materials to whom the contractor sublets portions of the contract after obtaining specific prior approval of the purchaser in writing for sub-letting of contract. However sub contract will not be accepted in this contract.

**Site:** Means the areas to be taken up by the permanent works, together with any other area or areas as shall be determined by the purchaser's engineers, which may be placed at the disposal of the contractor for the purpose of the contract and also such area or areas used for store yards or workshop in proximity of the works as the purchaser engineers may have authorized as an extension of the site, irrespective of the terms and conditions under which they are occupied by the contractor.

**Tenderer:** Means and includes any form of Engineers or contractors or any company or body, corporate or otherwise, who submit the tender which has been invited.

**Work or Works:** Means all or any of the work for which the Tenderer/contractor has tendered /contracted according to the specifications, drawings and annexure hereto annexed or to be implied there from, or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings, being in conformity with the original specifications, drawings, annexures and schedules, and also such instructions and drawings additional to the aforementioned as may from time to time be issued by the purchaser's engineer during the progress of the construction work.

**Writing:** Includes all matters written, typewritten or printed either in whole or in part.



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**1.3 GENERAL:**

- (a) All documents to be submitted in connection with this Tender SHALL BE WRITTEN IN ENGLISH/HINDI AND IN INK.
- (b) All prices shall also be expressed in words wherever indicated.
- (c) **METRIC:**  
Dimensions, weights etc. SHALL BE QUOTED IN METRIC system. The term “tonne”=1,000 kg. shall be used to indicate a metric tonne (M.T.)

**1.4 ADDRESS OF PURCHASER:**

The list of addresses, to which correspondence , documents and other matters relating to the contract, should be sent is as under :-

**i) For all Policy, Contractual and Commercial matters :-**

- 1) The Chief Electrical Engineer, Railnilayam, S.C Railway, Secunderabad - 500 071

**ii) For Security Deposit and performance guarantee:**

Senior Divisional Electrical Engineer (TRSO), Sanchalan Bhavan (Annexe), Secunderabad Division, S.C Railway, Secunderabad – 500071

**iii) For matters relating to particular design and working drawing :-**

**iv) For matters relating to basic design and drawings for fittings, components equipments and proto type tests :-**

- 1) The Director General (TI),Research Designs & Standard Organisation, Manak Nagar, Lucknow - 226001.
- 2) Chief Electrical Engineer,Indian Railways(CORE)/Allahabad.

**v) Matters relating to progressing of field work ,scheduling of quantities and submission of bills**

- 1) Senior Divisional Electrical Engineer (TRSO), Sanchalan Bhavan (Annexe), Secunderabad Division, South Central Railway, Secunderabad – 500071
- 2) Assistant Divisional Electrical Engineer (TRSO), Sanchalan Bhavan (Annexe), Secunderabad Division, South Central Railway, Secunderabad – 500071

**vi) CLARIFICATIONS :**

Any clarification required by the Tenderer may be obtained from the “Senior Divisional Electrical Engineer, TRSO, Sanchalan Bhavan (Annexe), Secunderabad Division, South Central Railway, Secunderabad– 500071”

**vii) For matters pertaining to issue of materials on loan to contractor :**

Senior Divisional Electrical Engineer, TRSO, Sanchalan Bhavan (Annexe), Secunderabad Division, South Central Railway, Secunderabad– 500071”

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### 1.5 EARNEST MONEY DEPOSIT:

(a) The Tenderer shall deposit a sum as mentioned in preamble for the Contract as Earnest money and in favour of officer mentioned in **para 3 of preamble**.

Tenderers shall hold the offer open for a period as given at **Sl. No. 11 of tender details (page-2)** from the date fixed for opening the same. It shall be noted that after submitting his tender, he will not rescind from the offer or modify the terms and conditions thereof, in any manner which is not acceptable to the Senior divisional electrical Engineer(TRSO), South Central Railway, Secunderabad, (A.P) or his successor/ nominee (whose address will be intimated in due course). Should the Tenderer fail to observe or comply with the foregoing stipulation, the entire amount shall be liable to be forfeited to the Railways.

(b) The original receipt shall be enclosed in the original copy of the Tender. The earnest money should be in cash or in any of the following forms:

(i) **Deposit Receipts, Pay Orders and Demand Drafts.** These Forms of Earnest Money could be either of the State Bank of India or of any of the Nationalised 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 Nationalised Banks) approved by 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.

**NOTE:**In case the Earnest Money is deposited in cash, the payment should be made to the Chief Cashier, South Central Railway, Secunderabad or the Station Superintendent/Master of any Railway Station in South Central Railway, or Divisional Cashier (pay ) /Secunderabad,Hyderabad,Guntur,Guntakal, Nanded and vijayawada and cash receipt in original obtained from him/her should be furnished along with the Tender Offer.

(c) No interest will be paid on the Earnest Money Deposit. It will be refunded in full to the un-successful Tenderer on application. In the case of successful Tenderer(s), the deposit will be retained as part of payment of the Security Deposit.

(d) The total earnest money shall be forfeited without prejudice to other rights and remedies available if the contractor fails to execute the agreement or start the work within a reasonable time (to be determined by the **contract signing authority for the work** ) after the notification of the acceptance of his/their tender.

(e) The earnest money shall be calculated as given below on the estimated tender value as indicated in the Tender Notice. The Earnest money shall be rounded to the nearest Rs.10 (Rupees ten only). This earnest money shall be applicable for all modes of tendering.

Sl. No	Value of work	EMD
a	For works with advertised Tender Value costing upto Rs.1 Crore	<b>2 % of the advertised Tender Value</b>
b	For works with advertised Tender Value to cost more than Rs.1 Crore	Rs.2 lakhs plus 1/2 % (half percent) of the excess of advertised Tender value of work beyond Rs.1 Crore subject to a maximum of Rs.1 Crore



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### 1.6 FORM OF TENDER:

- (a) The Tenderer shall submit his Tender in the form as purchased from Railways or down loaded from S. C. Railway website. The Tenderer may submit his Tender with his/her covering letter on his own paper, but he shall strictly adhere to the Forms for Tender included in Part-VII of the Tender Document. The nomenclature and part numbers of various components and materials as used in the Tender papers shall be strictly adhered to. The Tender and its contents shall be Foolscap / Quarter size. The Offer submitted by the Tenderer which is not in proper FORMS as indicated below are liable to be rejected. The Tender Offer shall consist of the following.

1	Offer Letter complete duly filled in	(FORM- 1)
2	Summary of prices, duly filled in	FORM 5 (chapter-7)
3	Experience certificate	FORM 12 (A) (chapter-8)
4	Turnover certificate	
5	The original receipt for Earnest Money Deposit and towards cost of tender book	
6	Engineereing organization	FORM 12 B(chapter-8)
7	Plant and machinery if any required to be in possession of tenderer.	FORM 12 C(chapter-8)
8	Works on hand	FORM12 D(chapter-8)

#### **NOTE:**

- (i) Tender Document down loaded from the website should be submitted in original computer printout and also should be legible to read. Photocopies are not acceptable .
- (ii) Original document of the Tender papers shall be signed in ink by the Tenderer, duly stamped by the Tenderer, on each and every page in token of his having studied (Acceptance) the Tender Document carefully.
- (iii) The original of the deposit receipt for Earnest Money Deposit shall be enclosed with the Tender Offer.
- (iv) “Notes” at the end of FORM wherever given are to be reproduced. Tenders should not add their own ‘Notes’ below any FORM unless otherwise specified.
- (v) The Tenderer should specifically number all the enclosures and also indicate the total number of pages in their Tender Offer.

### 1.7 SCHEDULE OF WORK:

The work shall be completed within **one Year** from the date of commencement of work until and unless extension is granted as per clause 17 of GCC.

### 1.8 SIGNING OF TENDERS:

- (a) Any individual or individuals signing the Tender or other Documents connected therewith should specify whether he/she is signing.
- (i) As a sole proprietor of the concern or his attorney or
  - (ii) As a partner or partners of the firm or
  - (iii) For the firm per procuracy, or
  - (iv) As a Director, Manager or Secretary in the case of a Limited Company.

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- (b) In the case of firm not registered under the Indian partnership act, all the partners or the Attorney duly authorised by all of them should sign the Tender and all other connected documents. A copy of the documents empowering the individual or individuals to sign should also be sent with the Tender. In any case, the Tenderer should disclose his constitution fully and copies of all necessary legal documents in support thereof should be submitted with the Tender and originals thereof should be produced as and when called for:
- (c) Should the Contractor be a partnership firm and in the event of the contract becoming inoperable due to the death of its partner or partners, the Purchaser shall have the right to enter into a separate Agreement with the surviving partner or partners of the Firm to continue the execution of the work under the terms and conditions of this Agreement.

**1.9 TENDERER'S ADDRESS:** Every Tenderer shall state in the Tender his postal address fully and clearly along with his/her contact telephone number. Any communication sent to the Tenderer by post at his address shall be deemed to have reached the Tenderer duly and in time notwithstanding the fact that the communication did not reach the Tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post.

**1.10 TENDERER'S CREDENTIALS:** The Tenderer shall include his/her Credentials including all details if required as per Qualifying Criteria as given in **Para 9** of Preamble in his/her Tender [**Form 12(A) to 12(D)**]

**1.11 SUBMISSION OF TENDER:** See **para 15 of PREAMBLE**.

**1.1.12: OPENING OF TENDER:** Tender will be opened at the same places indicated in **para 15 of preamble** where the tender box is placed, in the presence of such of the Tenderers or their representative as may be present at the prescribed time on the date specified in the Preamble to Tender Papers.

**1.13: ERASURE OR ALTERATION:** No erasure or alteration in the text of the Tender Document is permitted and any such erasure and/or alteration will either be disregarded or render the whole Tender void at the option of the Purchaser, any correction made in rate for work shall be initialed by the Tenderer in ink and dated.

**1.14: RESULT OF TENDER:** The successful as well as unsuccessful Tenderers will be advised by a letter. No tender shall be deemed to have been accepted unless such acceptance has been notified in writing to the successful Tenderer by the Purchaser.

**1.15: PURCHASER NOT BOUND TO ACCEPT ANY TENDER:**

- (a) The Purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a Tender. The Purchaser reserves the right to accept any Tender in respect of the whole or any portion of the work specified in the Tender Document or to sub-divide the work among different Tenders or to reduce the work or to accept any Tender for less than the tendered quantities without assigning any reason whatsoever.
- (b) In case the overall value of the tender by a public sector undertaking of the state or central government is up to 10% higher than the lowest acceptable tender of a private Tenderer, the Railway reserves the right to give purchase preference to the tender of such public sector undertaking ignoring the lowest bid. However, such public

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enterprises which shall avail benefit of the purchase preference would be subjected to adequate penalties for cost over-runs etc

**1.16: TENDER AN AGREEMENT:** The fact of the submission to the Purchaser of a tender shall be deemed to constitute an Agreement between the Tenderer and the Purchaser whereby such Tender shall remain open for acceptance either in part or in full, or as may be modified by negotiation, by the Purchaser for a period **AS MENTIONED AT PARA 1.5 ABOVE** from the date on which Tenders are opened, during which period the Tenderer shall not withdraw his offer nor amends, impairs or derogates there from. The Earnest Money deposited in accordance with **Para 1.5** above shall be forfeited if the Tenderer unilaterally withdraws, amends, impairs or derogates from the Tender in any respect within the said period. The Tenderer shall be deemed to have agreed as aforesaid in consideration of his Tender being considered by the Purchaser in terms hereof provided the same has been duly submitted and is otherwise in order.

When the successful Tenderer is notified in writing at his address given in the Tender Offer within the said period that his/her tender has been accepted by the Purchaser either in whole or in part, he shall be bound by the terms of Agreement constituted by Purchaser until a formal contract has been executed between him and the Purchaser in replacement of such Agreement as provided for in Para 2.14

**1.17: TENDER IS CONFIDENTIAL:** The Tenderer (Whether his/her Tender be accepted or not) shall treat the contents of his Tender as private and confidential. He / She shall treat the prices quoted by him / her as strictly confidential till the Tenders are opened. (See Para 1.15).

### **1.18 : INDIAN LABOUR AND MATERIALS**

- (a) The tenderer shall utilize Indian labour including supervisory staff for the execution of this contract .
- (b) The tender shall be prepared on the basis that all the materials required to complete the works are procured from indigenous sources in full.

**1.19 NEGOTIATION OF RATES :** Should the Railway decide to negotiate with a view to bring down the rates, the original offer will still be binding in case nothing materializes out of the negotiations. Tenderer shall not increase their quoted rates in case the Railway Administration negotiates for reduction in rates. Such negotiation shall not amount to cancellation or with drawal of the original offer and the rates originally quoted will be binding on the Tenders.

**1.20 MISCELLANEOUS:** Tender documents are not transferable. The cost of the Tender papers is not refundable.

\* \* \*

CHAPTER - 2  
**CONDITION OF TENDERING**

**2.1 SCOPE :**

This chapter deals with the conditions of Contract under which the various works coming under the purview of this contract are to be executed by the Contractor.

**2.2 TERMS AND CONDITIONS**

If the Tender submitted by a Tenderer is accepted and the contract awarded to The Tenderer, the various works coming under the purview of the contract shall be governed by the terms and conditions included in the Tender papers covering the following :

Preamble to the Tender Papers.

instructions to tenderers in Chapter-1.

Conditions of contract, as included in this chapter.

General conditions of contract in Chapter-3

Special conditions of contract in Chapter- 4

prices and payment in chapter- 5

Scope of work in chapter-6

schedule of rates in chapter-7

and forms in chapter-8 and as modified or ammended by the letter of acceptance of the tender.

**2.3 PURCHASER'S REPRESENTATIVE :**

Subject as otherwise provided in this contract, all notices to be given on behalf of the Purchaser and all other action to be taken on his behalf may be given or taken, as the case may be, on his behalf by the General Manager or his successor.

**2.4 CONTRACTOR'S REPRESENTATIVE :**

The Contractor's representative shall be a person as defined in Para1.2.

**2.5 CONTRACTOR'S OFFICE & ADDRESS :**

The Contractor shall intimate the Purchaser the address thereof in which all correspondence shall be sent. Any communication sent to the Contractor by post at his said address shall be deemed to have reached the Contractor duly and in time. Important documents shall be sent by Registered post.

**2.6 PURCHASER'S ADDRESS :**

The list of addresses to which corresspondence and documents relating to the contract should be sent, is included in para 1.4.

**2.7 TAXES :**

(a) The Contractor and all personnel employed by him shall pay such taxes like income tax as are payable under statutory laws of India and the Purchaser will not accept any liability for the same.



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(b) Deduction of income tax at source as per provision of finance act and income tax act in force may be made from the Contractor/sub-Contractor and the amount so deducted may be credited to the Central Government.

### **2.8 BRIBERY :**

Any bribe commission, gift or advance given, promised or offered by the Contractor, or his partner, Agent or servant or any one on his or their behalf to any officer, servant, representative or the agent of the Purchaser or any person on his or their behalf in relation to the obtaining or the execution of this or any other Contract with the Purchaser, shall in addition to the criminal liability he may incur under the prevention of corruption act (1908), subject the Contractor to the cancellation of this and all other Contracts, and also to payment of any loss resulting from any such cancellation to the like extent as is provided in case of cancellation due to other causes, and the Purchaser, shall be entitled to deduct the amounts so payable from any moneys otherwise due to the Contractors under this or any other Contract as envisaged under para 2.42. Any question or dispute as to the commission of any offence under the present clause shall be decided by the Purchaser, in such manner and on such evidence or information as may be thought fit and sufficient and his decision shall be final and conclusive in the matter.

### **2.9 RAILWAY PASS :**

No Railway pass for the conveyance of the Contractor or his agents or his labour and/or stores will be granted. Contractor has to arrange his own transport facilities for transporting his staff.

### **2.10 LAWS OF INDIA :**

This contract shall be governed by the laws for the time being in force in the Republic of India.

### **2.11 FORCE MAJEURE :**

If, at any time, during the continuance of this contract the performance, in whole or in part, by either party, of any obligation under this Contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, epidemics, quarantine restrictions, strikes, lock-outs, or acts of God (hereinafter referred to as "event") then provided, notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and the obligations under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event beyond a period as mutually agreed to by the Purchaser and the Contractor after any event or 120 days in the absence of such an agreement whichever is more, either party may at its option terminate the contract, provided also that if the contract is so terminated under this clause, the Purchaser will at the time of such termination take over from the Contractor, at prices as provided for in the contract all erected equipment or equipments under erection as also all or any portion of unused, undamaged and acceptable equipments whether in storage or in the course of manufacture at Schedule rates or at prices mutually agreed to, where Schedule rates are not available.

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### **2.12 NOTICE UNDER LOCAL LAWS :**

The Purchaser, shall throughout the continuance of the Contract, and in respect of all matters arising out of the Contract, serve all notices and obtain all consents and wayleaves, approvals and permissions required to be taken by the Purchaser under any regulations and by-laws of the local or other authority, which shall be applicable to the works.

### **2.13 DETERMINATION OF CONTRACT :**

(a) Notwithstanding the provisions under para 2.12 the Purchaser may at any time by a notice in writing summarily determine the contract without liability to pay any compensation to the contractor in respect thereof in any of the following events.

(i) **INSOLVENCY** :If the Contractor being an individual, or if a firm, any partner in the Contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings or liquidation or compensation under any law relating to insolvency for the time being in force or make any conveyance or assignment of his assets or enter into any arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the partnership Act,

or

(ii) **LIQUIDATION** :If the Contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager,

or

(iii) **BREACH OF CONTRACT** :If the Contractor commits any breach of this contract not herein specifically provided for, provided always that such determination shall not prejudice any right of action or remedy which shall have occurred or shall accrue thereafter to the Purchaser and provided also that the Contractor shall be liable to pay the Purchaser any extra expenditure which the Purchaser is thereby put to, but shall not be entitled to any gain or repurchase. In the event of such determination, without prejudice to the other rights and remedies of the Purchaser including the rights of forfeiting thesecurity Deposits,the Purchaser shall be entitled to have the work of remainderthereof performed, executed and/or carried out by any other agency at the cost and the risk of the Contractor andhold the Contractor liable for reimbursement in the event of any loss on this account.

or

(iv) If, at any time after the submission of the Tender the Tenderer/Contractor being a partnership firm admits as one of his partners or employees under it, or being an incorporated company, elects or nominates or allows to act as one of its Directors or employees under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, whether holding any pensionable post or not, in any Department of any of the Railways for the time being owned and administered by the President of India, before the expiry of two years from the date of retirement from the said service of such engineer or officer, unless such engineer or officer, has obtained permission from the President of India or any officer duly authorised by him in this behalf to become a partner or a Director or to take employment under the Contractor, as the case may be

or

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- (v) If the Contractor fails to give at the time of submitting the said tender :
- a) the correct information as to the date of retirement of such retired engineer or retired officer from the said service or as to whether any such retired engineer or retired officer was under the employment of the Contractor at the time of submitting the said Tender, or
  - b) the correct information as to such engineers or officers obtaining permission to take employment under the Contractor, or
  - c) being a partnership firm, the correct information as to whether any of its partners was such a retired engineer or a retired officer, or
  - d) being an incorporated company, correct information as to whether, any of board of Directors was such a retired engineer or retired officer,
- or**
- vi) a) If the Contractor having such a retired engineer or retired officer suppresses and not discloses at the time of submitting the said Tender the fact of his being such a retired engineer or a retired officer, or makes at the time of submitting the said Tender a wrong statement in relation to his obtaining permission to take the contract, or if the Contractor be a partnership firm or an incorporated company, to be a partner or Director of such firm or Company as the case may be to seek employment under the Contract.
- b) **Exceptions** –Termination of contract will not arise in case of voluntary liquidation meant for amalgamation or re-organisation, provided the newly formed company takes over the full responsibilities and liabilities of the liquidated firm and it is acceptable to the Purchaser.
  - c) Termination of Contract under this para and 1.2.20 will not arise in case of breaches or defects of a minor nature. The General Manager or his successor shall be the sole authority to decide whether breaches and defects are of minor nature.
  - d) (i) **Right of Railway to Determine Contract:-**The purchaser shall be entitled to determine and terminate the contract at any time should, in the Purchaser's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the contractor will be paid for in full at the rates specified in the contract. Notice in writing from the Purchaser of such determination and the reason there for shall be conclusive evidence thereof.
  - (d) (ii) **Payment on determination of contract:-** Should the contract be determined under sub-clause (i) above and the contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Purchaser shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction for compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of the contract. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.



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### 2.14 AGREEMENT :

a) The successful Tenderer shall, within 21 days on receipt of Letter of Acceptance, be bound to execute an agreement based on accepted rates and conditions, in such forms as the Purchaser may prescribe and lodge the same with the Purchaser together with the conditions of contract, specifications and Schedule of prices referred to therein duly completed. The form for agreement is included in chapter-8 (**Form 14**).

b) If a work is transferred from the jurisdiction of one Railway to another Railway or to a project authority or vice versa while the contract is in subsistence the contract shall be binding on the Contractor and successor Railway/Project in the same manner and take effect in all respects as if the Contractor and the successor Railway / Project were parties thereto from the inspection and the corresponding officers or the competent authority in the successor Railway / Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway / Project under the original contract / agreement entered into.

c) If for administrative or other reason the Contract is transferred to the successor Railway/Project the contract shall notwithstanding anything contained herein contrary thereto be binding on the Contractor and the successor Railway/Project in the same manner and take effect in all respects as if the Contractor and the successor Railway/Project had been parties thereto from the date of this contract.

**2.15 SECURITY DEPOSIT (Refer Para 4(a) of preamble) :** The Railways will retain the Earnest Money deposited by the contractor with his tender as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit as mentioned below will be recovered from the contractor's bills.

- a) Security deposit for this work is **5% (Five percent)** of the contract value.
- b) The rate of recovery should be at the rate of **10% (Ten Percent)** of the bill amount till the full security deposit is recovered.
- c) Security deposit 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.
- d) Security deposit will be returned to the contractor after the expiry of guarantee period of the work as certified by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract.
- e) If the competent authority is of the rank lower than JA grade, then a JA Grade Officer (Concerned with the work) should issue the certificate. The certificate inter-alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.
- f) After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR/irrevocable bank guarantee for equivalent amount to be submitted by him. In case of contracts of value Rs.50 crores and above, irrevocable bank guarantee can also be accepted as a mode of obtaining security deposit

**2.16 PERFORMANCE GUARANTEE:**

(a) The Successful bidder should give a performance Guarantee in the form of an irrevocable bank guarantee in the form of bank guarantee or fixed deposit receipt or demand drafts or security deposits of govt amounting to **5% (Five Percent)** of the contract value.(proforma given at FORM 15 in chapter-8 of tender papers.). The FDR,s , DD's ,security deposits etc shall be in the name of Senior divisional finance manager , secunderabad division, south central railway, secunderabad.

(b) The Performance Guarantee should be furnished by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement and should be valid initially upto the stipulated date of completion plus 60 days beyond that.

(c) Performance Guarantee shall be released after satisfactory completion of the work and as certified by the competent authority and provisional acceptance certificate (para 2.46) is issued . The competent authority shall normally be the authority who is competent to sign the contract.

(d) Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be en-cashed and the balance work should be got done separately.

(e) The balance work shall be got done independently without risk and cost of the original contractor.

(f) The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, 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 of any other JV/partnership firm.

**2.17 SCHEME OF WORK :**

a) Within a period of 15 days beginning from the date of issue of Letter of Acceptance of Tender, the Contractor shall submit to **purchaser's engineer** the following documents ( see para 1.9).

- i. Five percent of agreement value amount towards performance guarantee in the form as explained at para 2.17(A).
- ii. List of persons proposed to be used in the work mentioning their qualifications and attested copies of certificates are to be submitted in the form of Annexure to the covering letter in four copies for approval. No person shall be allowed to work in railway premises unless approved by the railway aauthorities.

(b) **WORKS TO BE DONE AS APPROVED:**The planning shall be finalised in consultation with the Purchaser and approved by the later in writing before commencement of the work and the Contractor shall be held responsible for the execution of the work in full compliance with approval of Engineers shall be treated as approved.

c) **MONTHLY PROGRESS REPORT:**The Contractor shall furnish to the **purchaser's engineer** every month a progress report showing progress of work and attendance particulars of staff worked at site.

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### **(d) PROGRAMME OF WORK:**

The contractor shall have necessary resource to execute the work so that subject works are completed within stipulated period from the date of issue of letter of acceptance of Tender.

The contractor on his part will have to employ labour in full strength commensurate with the working.

### **2.18 CONTRACTOR'S ORGANISATION :**

(a) List of personnel organization available for the subject work should be signed by tenderer and is to be submitted for approval of purchaser.

(b) conservancy cess charges will be recovered from the Contractor as per rules in force.

### **2.19 SUB - CONTRACTORS :**

(a) No sub-contract is allowed for this work.

**2.20 : DEFAULT AND DELAY** The contractor shall execute the work with the due diligence and expedition keeping to the approved time schedule. Should he refuse or neglect to comply with any responsible orders given to him in writing by the Purchaser's Engineer in connection with the work or contravenes the provision of the contract or the progress of works lags persistently behind the time schedule due to his neglect, the Purchaser shall be at liberty to give **seven day's notice in writing to contractor** requiring him to make good the neglect or contravention complained of and should the contractor fail to comply with the requisitions 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 hands without any further reference and get the work or any part thereof, as the case may be, completed by other agencies without prejudice to any other right or remedy of the Purchaser. The performance guarantee and security deposit may be encashed in such cases.

### **2.21 LOSS SUSTAINED DUE TO DEFAULT AND DELAY :**

(a) In the event of any loss to the Purchaser on account of execution and/or completion of the work or any part thereof by agencies other than the contractor, in terms of para 2.29, the contractor shall be liable to reimburse the loss to the Purchaser without prejudice to the other rights and remedies of the Purchaser, and the reimbursement in full or in 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 any 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

(iii) 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 moto.

*NOTE* : The above para should be read in conjunction with para 2.42.

**2.22 CORRECTNESS OF WORK AND MATERIALS :**

(a) The contractor shall be solely responsible for the correctness of the works according to conditions specified in tender booklet and written instruction issued by purchaser from time to time notwithstanding the fact that he may have been assisted by the Purchaser or his men in setting out the same.

(b) If any mistake committed all such cases shall be brought to the notice of the purchaser's Engineers and the discrepancy set right before execution.

**2.23 ACCESS TO WORK SITE :**

a) Access to the site for the purpose of this contract shall be afforded to the Contractor by the Purchaser at all times. In the execution of the work no person other than the Contractor or his duly appointed representative and bonafide workmen should have access to the site. Access to the site of work at all times shall be allowed by the Contractor to officials or approved representatives of the Purchaser or to Railway staff for purpose of maintenance.

b) The Purchaser or his authorised representative shall have the right to refuse admission to the work site of any person employed by the Contractor whom the Purchaser or his Engineer may consider undesirable.

c) The Purchaser or his Engineer shall be at liberty to object to the employment of any person as Contractor's Agent/Representative, workmen or labourer for execution of this contract on the ground of misconduct, incompetence or negligence. The Contractor on receipt of notice of such objection in writing from the Purchaser or his engineer shall forthwith remove the person so objected to and provide in his place any other competent person and shall not allow the persons so objected to, to enter the site of work subsequently or remain in the execution of the contract. The Purchaser will not be liable to pay any cost or damage on this account.

**2.24 INSURANCE:**

(a) The Contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the Contractor or the Purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the Contractor in or about the site of work or the Contractor's offices for the purpose of carrying out the works on the site.

**2.25 ACCIDENTS:**

(a) The Contractor shall, in respect of all staff engaged by him, **INDEMNIFY** and keep the Purchaser at all times indemnified and protected against all claims made and liabilities incurred under 'workman's compensations Act', the 'Factories Act' and the 'Payment of Wages Act' and rules made hereunder from time to time or under any other labour and industrial legislation made from time to time.

(b) The Contractor shall indemnify and keep the Purchaser indemnified and harmless against all actions, suits, claim demands, costs, charges or expenses arising in connection with, any death or injury sustained by the any person or persons within the Railway premises and any loss or damage to Railway property sustained, due to the acts or omission of the Contractor, his sub Contractors, his agents or his staff during the execution of this contract irrespective of whether such liability arises under the workmen's compensation Act, or Fatal Accident Act or any other statute in force for the time being.



**2.26 CONTRACTOR'S LIABILITY FOR COSTS AND DAMAGES :**

- (a) ***Withholding and lien in respect of sums claimed:*** Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor the Purchaser shall be entitled to withhold and also have lien to retain such sum or sums in whole or in part from the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amount or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of such claim amount or which at anytime thereafter may become payable to the Contractor under the same Contractor any other department of the Central Government pending finalization or adjudication of any such claim. It is an agreed term of the contract the sum of money or monies so withheld or retained under the lien referred to be the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the Arbitration clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever or any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. If the Contractor is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have lien to retain towards such claimed amount or amounts in a whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.
- (b) **Lien in respect of other Contract:** Any sum or sums of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Purchaser against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Railway or any other department of the Central Government.
- (c) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under any other contract is either mutually settled or determined by the Arbitrator, if the other contract is governed by the Arbitration clause or by the competent court as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other grounds in respect of any sum of money withheld or retained under this clause and duly notified to the Contractor

**2.27 SAFETY MEASURES:**

- (a) The Contractor shall abide by all Railway Regulations including General & Subsidiary Rules in force for the time being and ensure that his representatives, agents or workmen follow the same. He shall give due notice to his employees and workers about provision of relevant paras of the regulations. These regulations can be seen in the office of the Engineer and/or Railway Headquarters office.

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- (b) The works must be carried out most carefully without any infringements of the Indian Railway Act or the General & Subsidiary Rule in force on the Railway, in such a way that they do not hinder Railway operation or effect the proper functioning or cause damage to any railway equipment, structure or Rolling Stock except as agreed to by the Purchaser, provided that all damages and dis-figuration caused by the Contractor to any railway property must be made good by the Contractor at his own cost failing which cost of such repairs/damages or detentions shall be recovered from the Contractor.
- (c) Moreover, if any time the works to be carried out directly concern the safety of trains, the Contractor's staff must comply fully with the Railway regulations given to him by the authorised Railway staff. The Contractor's employees and workers may for no reason operate on installation concerning train safety or train movement. They shall notify the authorised representative of the Purchaser who will take all necessary steps in this regard.
- (d) The Contractor shall be responsible for safe custody of all equipment handed over to him by railway till the end of contract period. .
- (e) The Contractor shall abide by all instruction issued by the Purchaser form time to time in connection with protection/safety or tack/Railway installations/personnel as well as quality control.
- (f) No part of the contract including labour sub-contract will be sub-let to any other contractor or agency by the Contractor without approval of tender accepting authority.
- (g) Terms & conditions of contract not covered by the Special Conditions of Contracts will be same as General Conditions of Contracts of S.C.Railway, a copy of which can be seen in the office of Sr.DEE/TRSO/SC. In case of any contradiction between the General Conditions of Contract and Special Conditions of Contract, the latter shall prevail.

### **2.28 RECOVERY FOR DELAY IN COMPLETION:**

If the Contractor fails to execute and complete work within the time specified in the agreement or within the period of extension granted under para1.2.45 except in so far as the delay is on the Purchasers account, the Contractor shall accept reduction in the total amount payable to him by the Purchaser as per G.C.C. clause for the actual delay occasioned beyond the appointed time by which the work shall have been completed under the contract.

### **2.29 EXTENSION OF TIME:**

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 senior divisional electrical engineer (M), Secunderabad or his successor(s)/ nominee shall allow such additional time as he may in his absolute discretion consider to be reasonably justified by the circumstance of the case. The Contractor shall apply for extension at least one month before the expiry of the period of completion.

Also see General Conditions of Contract Clause 17(A) and 17(B)

**2.30 PROVISIONAL ACCEPTANCE:**

After completion of entire work, contractor has to obtain a certificate from the field supervisor/s, confirming that they have successfully completed the work. Based on that Senior Divisional Electrical Engineer (TRSO), South Central Railway, Secunderabad, will issue a provisional acceptance certificate which is mandatory before submission of the FINAL BILL. If the work involves more than one section or activity, provisional acceptance certificate may be issued for the part work completed and guarantee period for such work will be reckoned from the date of issue of such provisional acceptance certificate.

**2.31 PAYMENT :**

- (i) Payments will be governed by the terms specified in Chapter-5 and in accordance with accepted schedule of prices, read with relevant paras of the other parts and chapters of the tender papers. The Purchaser retains the right to withhold money due to the Contractor arising out of this contract for any default of the Contractor from other contracts which the Contractor may have with the Government of India.
- (ii) It is an agreed term of the contract that the Purchaser reserves to itself the right to carryout post –payment audit and/or technical examination of the works and the final bill, including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him if as a result of such examination any overpayment 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.

**2.32 ARBITRATION :**

**(a) 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 GENERAL MANAGER, SOUTH CENTRAL RAILWAY and the GENERALMANAGER,SOUTH CENTRAL RAILWAY shall within 120 days after receipt of the Contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matters for which specific provision has been made in clauses 1.8 (B), 2.8, 2.13(a)(v), 2.13(d)(i), 2.13(d)(ii), 2.20, 2.36, 2.38, 2.39, 2.40, 2.41, of this tender paper shall be deemed as 'excepted matters' and decisions of the GENERAL MANAGER ,SOUTH CENTRAL RAILWAY , 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 not be referred to arbitration.

**(b) (i) DEMAND FOR ARBITRATION:**

In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties or any matter in question, dispute or difference on any account or as to the withholding by the GENERAL MANAGER,SOUTH CENTRAL RAILWAY of any certificate to which the contractor may claim to be entitled to, or if the GENERAL MANAGER,SOUTH CENTRAL RAILWAY fails to make a decision within 120 days, then and in any such case, but except in any of the 'excepted matters' referred to in clause above of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference be referred to arbitration.



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**(b) (ii)** The demand for arbitration shall specify the matters which are in question or subject of the dispute or difference as also the amount of claim wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference.

The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

The GENERAL MANAGER OR HIS NOMINEE shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

**(b) (iii)** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

**(b) (iv)** If the contractor(s) does/ do not prefer his/ their specific and final claims in writing, within a period of 90 days of receiving the intimation from the SOUTH CENTRAL RAILWAY that the final bill is ready for payment, he/ they will be deemed to have waived his/ their claim(s) and the SOUTH CENTRAL RAILWAY shall be discharged and released of all liabilities under the contract in respect of these claims.

**(c)** Obligation during pendency of arbitration - Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway Electrification shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

**(d) (i)** In cases where the total value of all claims in question added together does not exceed Rs.10,00,000/- (Rupees ten lakhs only), the Arbitral Tribunal consist of a sole arbitrator who shall be either the General Manager or a gazetted officer of Railway not below the grade of JA grade nominated by the General Manager in that behalf. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by Railway.

**(d) (ii)** In cases not covered by clause 2.54(d)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below JA grade, as the arbitrators. For this purpose, the Railway will send a panel of more than 3 names of Gazetted Railway Officers of one or more departments, of the Railway to the contractor who will be asked to suggest to General Manager upto 2 names out of the panel for appointment as contractor's nominee. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the presiding arbitrator from amongst the 3 arbitrators so appointed. While nominating the arbitrators it will be necessary to ensure that

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one of them is from the Accounts department. As officer of Selection Grade of the Accounts department shall be considered of equal status to the officers in SA grade of other departments of the Railways for the purpose of appointment of arbitrators.

**(d) (iii)** If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/ their office/ offices or is/ are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earliest arbitrator/ arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

**(d) (iv)** The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as be necessary to enable the Arbitral Tribunal to make the award without any delay.

**(d) (v)** While appointing arbitrator(s) under sub-clause 2.54 d(i), d(ii) and d(iii) above, due care shall be taken that he/ they is/ are not the one/ those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.

**(e) (i)** The arbitral award shall state wise, the sum and reasons upon which it is based.

**(e) (ii)** A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and interpretation of a specific point of award to tribunal within 30 days of receipt of the award.

**(e) (iii)** A party may apply to tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

**(f)** In case of the Tribunal, comprising of three Members, any ruling or award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

**(g)** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

**(h)** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s) as per the rates fixed by the Railway Administration from time to time.

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(i) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modification thereof shall apply to the arbitration proceedings under this clause.

(j) **ASSESSMENT OF COST:** Upon every and any such reference the assessment of the cost incidental to the reference and award respectively shall be at the decision of the sole Arbitrator or of the presiding arbitrator as the case may be.

(k) **VENUE:**The venue for an arbitration shall be the place from which the Letter of Acceptance of Tender is issued or such other place as the Purchaser at his discretion may determine.

### **2.33 PAYMENT DURING ARBITRATION:**

Work under the contract shall, unless otherwise directed by the Purchaser, continue during the Arbitration proceedings and no payment due to or payable by purchase shall be withheld on account of such proceedings. Notwithstanding anything contained herein, the Arbitrators/Umpire as the case may be, shall have full authority to direct withholding of any payment if such action is **considered** for and proper at any time.

### **2.34 REFUND OF SECURITY DEPOSIT:**

After expiry of guarantee period, security deposit shall be returned for which contractor has to submit no claim certificate. Final acceptance certificate to be issued for release of S.D.

### **2.35 Refund of P.G. To be returned after physical completion of work.**

P.G. 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 Purchaser whether specifically provided for herein or otherwise.

### **2.36 PROVISIONS OF CONTRACT LABOUR REGULATION AND ABOLITION ACT**

(i) The Contractor shall comply with the provisions of the Contract Labour Regulation and Abolition act 1970 and the Contract Labour Regulation and Abolition Central Rules, 1971, as modified from time to time, wherever applicable, and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the rules.

(ii) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of resultant non-execution of the work.

(iii) The Contractor shall pay to labour employed by him, directly or through Sub-contractors, the wages as per provisions of the aforesaid Act and the rules, wherever applicable. The Contractor shall, notwithstanding the provisions of the contract, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub-contractors in connection with the said work, as if the labour has been immediately employed by him.

(iv) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the rules wherever applicable.

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(v) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules, the Purchaser will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under Section 20 Sub-section (2) and Section 21 Sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the Security Deposit and/ or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving the full security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

### **2.37 PROVISIONS OF APPRENTICES ACT, 1961 :**

(a) The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the rules and order issued there under from time to time in respect of Apprentices directly or through petty Contractors or Sub-Contractor's employed by him for the purpose of carrying out the Contract. If the Contractor directly or through petty Contractor's or sub-Contractors fails to do so, his failures will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

**NOTE** : The Contractors are required to engage Apprentices when the works undertaken by them last for a period of one year or more and/or the cost of work is Rs. one lakh or more.

### **2.38 PROVISIONS OF PAYMENTS OF WAGES ACT :**

The contractor shall comply with the provisions of the payment of wages Act 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If in compliance with the terms of the contract, the contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct order and control of the Engineer whether in connection with the works 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 the 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 Railway shall be entitled to deduct from any moneys due to the contractor (Whether under this contract or any other Contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs 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.



**2.39 PROVISION OF WORKMEN'S COMPENSATION ACT:**

In every case in which by virtue of the provision of Section 12, Sub-section (1) of the Workmen's Compensation Act, 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractors or sub-Contractors employed by the Contractor in executing the work. Railway will recover from the Contractor the amount of the compensation so paid, and without prejudice to rights of Railway under Section 12, sub-section (2) of the said Act Railway shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Railway to the Contractor whether under these conditions or otherwise. Railway shall not be bound to contest any claim made against it under section 12, sub-section (i) of the said Act except on the written request of the Contractor and upon his giving to Railway, full security for all costs for which Railway might become liable in consequence of contesting such claim.

**2.40 PROVISION OF MINES ACT :**

The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications of re-enactment thereof for the time being enforce and any rules regulations made there under in respect of all the persons directly or through petty contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claim under the Mines Act. or the rules and regulations framed there under, by or on behalf of any persons employed by him or otherwise.

**2.41 MONTHLY STATEMENT OF CLAIMS:**

(i) The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expense which the contractor may consider himself entitled and of all extra or additional works ordered by the engineer which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars.

Signing of "No claim" certificate The contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue to arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the contractor, after he shall have signed a "No claim" certificate in favour of the Railway Electrification in such form as shall be required by the Railway, after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the s covered by "No claim" certificate or demanding a reference to arbitration in respect thereof.

**2.42 DISASTER MANAGEMENT:** The vehicles and equipment of contractors if any can be drafted by Railway Administration in case of accident / natural calamities involving human lives. For purpose of payment the item may be operated as a Non – Schedule (N.S) item as per the existing norms and powers delegated to the railway.

**2.43 SSUE OF IDENTITY CARDS TO CONTRACTOR'S LABOURS :** Following certificates/documents should be issued to each contract labourers nominated to work in the Railway premises by the contractor, indicating contract no., name of the person, place of work etc.

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- i. Identity Card.
- ii. Certificate for technical competency.

If these are not issued to contract labour, he/they will not be permitted to work in the Railway premises. The list of the labour should be submitted to this office for records.

**2.44 FAKE/BOGUS/TAMPERED CERTIFICATES** : If any certificates or details enclosed by tendereres are found to be fake/bogus/tampered, such of those agencies shall not be awarded any work in S.C.Railway for a period of 5 (five ) years from the date of opening of tender, Joint venture or partnership firms or any other nature of firms in which such agencies are a party shall also not be awarded any work for this period i.e. of 5 years.



CHAPTER - 3

संविदा की सामान्य शर्तें  
**GENERAL CONDITIONS OF CONTRACT**

मैंने /हमने इस संविदा में शामिल कार्य के निष्पादन को शासित करने वाले ठेके की सामान्य शर्तों को ध्यान से पढ़ा हूँ मैं / हम इन सामान्य शर्तों के प्रावधानों की पूरी जानकारी रखता हूँ /रखते हैं इसे स्वीकार करने की आशय से मैं / हम हस्ताक्षर करता हूँ / करते हैं

I/We have gone through the general conditions of the contract governing the performance of the works covered by this tender, and I/we have kept my self / ourselves fully. informed of these General conditions. In token of acceptance, I / We am / are appending my / our signature below.

नोट: ठेका की सामान्य शर्तें व. मं. वि. इंजी.कचस्टा-परि / सिकंदराबाद मंडल /द. म. रेलवे के कार्यालय में कार्य समय के दौरान देखा जा सकता है

Note: The general conditions of the contract can be perused in the office of the Sr. Divl. Electrical Engineer/TRS-OP/ Secunderabad Division/ Secunderabad, S.C. Railway during office working hours.

In signing the contract, it would be deemed that contractor has kept himself fully informed of the provisions of the general conditions of the contract including all corrections and amendments issued up to date. (The General Conditions of Contract governing the performance of the works covered by this contract are the "General Condition of Contract" of the Engineering Department of South Central Railway, amended from time to time up to date. A copy of booklet incorporating the above "General Conditions of Contract" may be perused in the office of the senior Divisional Electrical Engineer( TRSO) Secunderabad Division South Central Railway, Secunderabad – 500071.)

ठेकेदार/निविदाकार के हस्ताक्षर

SIGNATURE OF THE  
TENDERER / CONTRACTOR



CHAPTER-4

**SPECIAL CONDITIONS OF CONTRACT**

- 4.0 The special conditions, supplement to the conditions of tender and contracts, General conditions of contract and notes appearing under the relevant chapter should be considered as part of the tender papers. Where the provision of the special conditions are at variance with the General Conditions of the contract and other documents mentioned above, **these special conditions shall prevail.**

The completion period of contract for the present work is given at item no 9 of preamble . Date of entering into Agreement is not the criteria. , Refer general conditions of the contract-clause-17.for **Penalty** for the delay. General conditions of the contract of S.C. Railway is available in the office of the Senior Divisional Electriucal Engineer (TRSO) secunderabad Division, Secunderabad for reference. The same can be obtained for study before participating in the present tender.

**In case of failure of any agency to carry out work in time, Railway Reserves the right to get the work done through any other alternative agency with similar works in the section / railway .**

- 4.1 : The problems if any, are to be brought to the notice of Executive-in-Charge in time i.e., **Senior Divisional Electriucal Engineer (TRSO) secunderabad Division, Secunderabad** so that the targeted period of completion is not bursted .
- 4.2 No conditions are to be quoted along with offer. In case conditions are quoted, the offer will be considered without conditions.
- 4.3 : All payments shall be based on the extent of work actually done.
- 4.4 Consortium agreements and joint ventures are not permitted for this tender.
- 4.5: **Specification of work:** The execution of all works under this contract shall confirm to the specifications and codes of practice /manuals mentioned below as amended from time to time till date of opening the tender.
- i) General and subsidiary rules of S.C.Railway
  - ii) Standard schedule of dimensions

**4.6 EMPLOYMENT OF QUALIFIED STAFF**

- i. “Persons engaged in crew lobby should be of minimum qualified with ITI, Intermediate/Diploma/Degree duly possessing computer knowledge of MS office, JAVA 1.5, Oracle 8.1 and Developer 6.1. Before commencement of the contract, Contractor should submit the list of employee possessing requisite qualification for Sr.DEE/TRSO/SC’s approval.
- ii. The decision of the Engineer-in-charge on to the period of which the required suitable staff was not employed by the contractor and on to the amount to be deducted on this account shall be final and binding on the contractor

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### **4.7 LIST OF WORKS ON HAND**

indicating name of work, contract value, Bill amount paid so far; due date of completion etc. to be furnished by Contractor in **Form-12 (D)** and this certificate to be signed by contractor.

### **4.8 PARTNERSHIP DEED/MEMORANDUM & ARTICLES OF ASSOCIATION**

The tenderer shall submit "partnership deed/memorandum & articles of association" of his company along with his tender/offer.

### **4.9 SUBMISSION OF CREDENTIALS**

The onus of establishing credentials lies with the tenderer and hence Railway shall evaluate the offer only from the certificates/ documents submitted along with the tender offer.

Any certificates, documents submitted after tender opening shall not be given any credit and shall not be considered. However, originals of certificates, documents, testimonials etc. already submitted by the tenderer along with his/her tender may be called for and their genuiness verified by checking the originals. Any paper submitted by the tenderer after opening of the tender, will not be given any cognizance and considered.

### **SIMILAR SINGLE WORK**

**4.10** Outsourcing of various activities and CTR's feeding in crew lobbyies in Indian Railways or data entering work in Railways/Govt/ Public Sector undertakings only can be considered as Similar Work

### **4.11 LIST OF PERSONNEL ORGANIZATION**

List of personnel organization available on hand and proposed to be engaged for the subject work should be given separately and signed by tenderer in the proforma given in the Form-12 (B)

### **4.12 ACTIVITIES IN CREW LOBBY**

1)The tenderer should perform all the activities in crew lobby through his agency. The various activities includes serving of call book, recording the sign ON / sign OFF of crew either in appearance register or in CMS, conducting breath analyzer test on crew, co-coordinating with the operating Department up to departure of train, feeding of data in CMS, feeding of CTR particulars in CMS, and generating of various reports required by Railway authorities at any time schedule. Further to this he should also comply the instructions issued by railway administration from time to time in addition to the above.

2)The work shall be carried out round the clock throughout the period of contract in shifts of 8 hrs. under the guidance of **CCC/KZJ**. There will be no holidays and relief shall be arranged well in advance in case of non-availability of staff due to rest,leave, illness etc.

3)Record of staff attendance in each shift should be maintained by contractor certified by CCC which forms a verification document for preparation of bills.

4)Railway reserves the right to utilize the contractor's employees in crew lobbies located at Secunderabad, Bhadrachalam Road, and Bellampally for similar type of duties in case of emergency. There will not be any extra charges paid for it.

5)Railway reserves right to change Computers, Printers, Software as per requirement.

### **4.13 IMPLEMENTATION OF VARIOUS ACTS**

Contractor shall comply with all the legal provisions pertaining to industrial labor and hours of employment regulations in force. The wages to be paid to the contractor's staff shall necessarily be in accordance with the provisions of the **MINIMUM WAGES ACT** as amended from time to time. The risk to the life and limb of the contractor's staff shall be covered by the contractor by way of an insurance policy. Compensation to the contractor's staff in case of

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accidents or other wise shall be made by the contractor only. **Further it is the responsibility of the contractor to ensure that the provisions of the Contract Labour (Regulation and abolition) Act/Rule are not violated.** For any failure of implementing the statutory rules and Regulation by the tenderer the South Central Railway will be at liberty to recover such amounts from the bills or security deposits of the Tenderer.

### 4.14 STAFF UNIFORM

The contractor's staff shall wear a uniform which will be decided mutually at the time of awarding the contract and every staff shall carry identity card with photo all the time issued by an officer of this department. The identity cards shall be prepared and submitted to this department by the contractor. Without any extra cost.

### 4.15 PAYMENT

1) **The Chief Crew Controller / Kazipet** will supervise and record measurement book for this work. In case of any dispute, the decision of Railway Engineer will be final.

2) The Railway will make the payment once in a month on production of bills duly certified by the Office-in charge. The payment will be made by E-payment i.e. RTGS / EFT/crossed cheque. The Contractor has to submit Bank A/C number, Name of the bank, Branch, location & Bank's specific code.

### 4.16 MISCELLANEOUS

1) The staff engaged by the contractor shall not claim any employment in Railway based on working in the contract.

2) The tenderer should submit a copy of PAN identification and experience Certificates if any attested by Gazetted officer along with his offer.

### 4.17 CONFIDENTIAL MATTERS

The information and data handled are known by the contractors employee while working in crew lobbies should not be revealed to anybody other than authorized official of railways failing which a suitable action will be taken against it.

### 4.18 CONSERVANCY CESS CHARGES

conservancy cess charges will be recovered for the labour engaged by the Contractor to work within the premises of Station/Office at the rate applicable from time to time. The present rate in force is as follows

a) No. of labour engaged	-	Amount to be deducted per month.
1 to 5	-	Rs. 64/-
6 to 10	-	Rs. 126/-
11 to 25	-	Rs. 317/-

### 4.19 PENALTY

It is expected from the contractor's staff to be sober, courteous, polite, punctual, regular to duty, and efficient in their working in crew lobby. However in the event of any failure in the above the contractor will be imposed with penalty as mentioned below.

i) In case contractor's staff is absent for the duty in any shift out of three shifts per day schedule or part of the shift a fine of Rs.500/- will be imposed per person per occasion apart from the suitable deduction of payment.

ii) If any train is detained due to improper working of contract staff a penalty of

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Rs.1000 will be imposed in each case

- iii) If any crew is wasted by wrong booking or incorrect entry in system a penalty of Rs.1000 is imposed in each case
- iv) when contractor staff makes wrong entries/wrong feeding in a CTR a fine of Rs.100/- per CTR will be imposed
- v) At any time more than 5 CTR feeding is pending then a fine of Rs.1000/- will be imposed
- vi) On a written complaint about misbehaviour of contract staff with crew or any on duty railway official will be penalized with an amount of Rs.2000 in each case.
- vii) If staff engaged by contractor are found under influence of narcotic drugs or alcohol while they are on duty in crew lobby a penalty of Rs.5000 will be imposed and that particular person will not be allowed to continue in the job there after.
- viii) Any other error on part of contractor or his employee and not specified above will be penalised suitably as decided by Sr.DEE/TRSO/SC.

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*We Excel*

**CHAPTER - 5**

**PRICES AND PAYMENT**

**5.1 SCOPE :**

This Chapter deals with prices to be paid for various items of work or for supplies and other amounts payable in accordance with accepted schedules of prices and rates and terms and conditions of payment mentioned herein. This is a works contract. The total prices for the completed items of work are the actual prices payable to the Contractor as per the terms and condition of the Contract.

**5.2 SCHEDULE OF PRICES :**

**(a) PRICES**

- (i) The rates given in Schedule of Prices are approximate and based on previous accepted rates or as per minimum wages act. The tenderers are required to quote a single percentage below/at par/above against the Schedule rate [Form-5].
- (ii) The prices shall include insurance premia under the emergency risks, all taxes, duties and levies etc.
- (iii) The tenderer has to quote only a uniform single percentage above / at par / below on Scheduled Rates.
- (iv) **QUANTITIES:** The approximate estimated quantities of various works are included in [Form-5].

**(C) PRICE VARIATION CLAUSE**

The rates quoted by the tenderer and accepted by the Rly. Administration shall hold good till the completion of the work. **No variation on the accepted rate is allowed even though the minimum wages are increased during the contract period. The tenderer should keep this in view before quoting the rate.**

**(d) Quantum of work and Variation in Quantities :**

The quantities of each item furnished in the schedule are approximate and are intended for the guidance of Tenderer. In actual execution of work there may be some increase in the quantities specified. Such increase in variations up to 25% shall in no degree affect the validity of the contract. The contractor shall perform the specified work for the same rates.

- (i) In case of increase in 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 quantity of individual items beyond 150% will be permitted only in exceptional unavoidable circumstances with the concurrence of Associate



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

(iv) Execution of quantity beyond 150% of the overall agreement value will not be permitted and, if found necessary, negotiating with the existing contractor the rate will be fixed after obtaining GM approval.

### **5.3 JOINT MEASUREMENTS OF WORK DONE :**

(a) Joint measurements of work done to be prepared by contractor and to be jointly signed by Railway supervisor and contractor's authorized representative. This document to be prepared in four copies. Two copies to be handed over to Railway supervisor, one copy to be retained by the contractor and one copy to be sent to purchaser's office for recording of measurements in Measurement Book.

(b) The joint measurement sheets to be numbered.

(c) Invoice / Bill shall be prepared and submitted by contractor in Railway format in four copies after measurements are recorded in Measurement Book (M.Book) and accepted by contractor.

### **5.4 RECOVERIES FROM THE CONTRACTOR :**

All the recoveries for materials supplied and services rendered by the Purchaser to the Contractor and other refunds due from the Contractor shall unless otherwise specified, ordinarily be made by deductions from payments due to the Contractor.

### **5.5 PROGRESS PAYMENTS FOR THE WORK:**

#### **Payment for Schedule Items:**

On completion of each item of work in Schedule on agreed items, the Contractor shall be due for payment to the extent of 100% of the prices for the completed part of items included in schedule. Payment will be made based on Schedule rates for the various items of Schedule items, loaded with the percentage quoted by the contractor for schedule items in **Form 5(B)**

### **5.6 EXCISE DUTY AND SALES TAX :**

(a) Wherever the law makes it statutory for the purchaser to deduct any amount towards sales, service or value added tax on works contract the same will be deducted and remitted to the concerned authority.

### **5.7 FINAL SETTLEMENT :**

On expiry of the contract period and issue of the CERTIFICATE OF NO DUES the security deposit will be refunded to the Contractor after adjustment of any dues payable by the Contractor

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**CHAPTER - 6**

**SCOPE OF WORK**

Various activities in CREW LOBBY at KAZIPET are specified below:

**6.1 The distribution of the 19 persons per day is as follows :-**

**6.1.1** The 18 person to work 6 each in 3 shifts of 8 Hrs duration round the clock.

**6.1.2** One person to work in general shift from 8.00 Hrs to 17.00 Hrs.

**6.2 Details of the works to be carried out by the contractor staff are:-**

**6.2.1** Crew is to be booked as per guide lines provided by railway administration.

**6.2.2** Crew booked should be subjected to breath analyzer test and result of test should be noted in appearance register. If any crew found positive immediately **CCC/KZJ** should be informed and another crew is to be arranged immediately for the train.

**6.2.3** Sign 'ON'/Sign 'OFF' in CMS by crew is to be witnessed and supervisory control is to be utilized to perform it. Trip sheet if any is to be fed in CMS while crew signing off.

**6.2.4** Position of 'Staff under Rest' / 'Under periodical rest' / 'Rest cleared' (Available) 'Crew booked' / 'Crew on line' should be repeated over phone every four hours/when ever required by Traction Loco Controller.

**6.2.5** Any other statements as and when required by Rly Administration should be immediately generated and to be dispatched to the concerned.

**6.2.6** Printouts are to be generated from various reports like OT statement, Mileage statement, 10 hrs statement, PRs availed statement and crew utilization statement etc.

**6.2.7** Position of crew taking rest in Running Room and their rest completion time is to be maintained continuously.

**6.2.8** The unusual recorded by LP/ALP in observation on Register is to be repeated to TLC in the times prescribed By Sr.DEE/TRSO/SC.

**6.2.9** The energy consumed/energy saved by regenerative braking is to be repeated to TLC as per schedule fixed by Sr.DEE/TRSO/SC and monthly report is to be sent to Sr.DEE's Office.

**6.2.10** All the technical/safety literature received from Sr.DEE/ Sr.DSO/Sr.DOM or any Railway authority is to be exhibited in the lobby to crew and acknowledgement is to be obtained from crew before allowing them to SIGN-ON /SIGN OFF.

**6.2.11** Any message received from TLC or from any authorized Railway employee it should be immediately transmitted to the person it is intended for.

## **Tender No C/E.29/TRSO/Tender/11/2011-12**

- 6.2.12** Any money value books handed over to the contractor or any equipment handed over should be maintained properly and proper record should also be maintained.
- 6.2.13** In each booking it should be ensured with the loco pilot up to his taking over the charge of the loco and train ready information should be intimated to Operating Department by the person on duty.
- 6.2.14** Any other new activity that is introduced by Railway authorities in crew lobby is to be implemented and followed as per the procedure laid by Railway authority.
- 6.2.15** Distribution of meals token to Crew and Guards is to be done with proper record and acknowledgement of crew.
- 6.2.16** Conveying information to crew and guard and postpone of the sign ON time as per the train position, they are booked for.
- 6.2.17** Generating SMS for giving information to LP/ALP through CMS
- 6.2.18** Box boy to be monitored and Box loading/unloading with SIGN ON /SIGN OFF of crew is to be ensured.
- 6.2.19** The labour engaged by the tenderer shall be courteous, obedient and sincere to the S.C.Rly Engineers while discharging the duties entrusted to them. In case of any misbehavior by any of the labour engaged, the tenderer shall take full responsibility in replacing the concerned with a suitable trained person
- 6.2.20** Issue of CTR's and caution order to the Crew and Guards with proper acknowledgement.
- 6.2.21** The CTR's received from crew is to be numbered and entered in the records and further is to be feeded in the system.The record should be maintained on how many No of CTR's fed.
- 6.2.22** The system of feeding CTR's may be closed when the CMS is fully utilized and the millage sheets ,OT sheets are generated from it. In such case the schedule of CTR feeding will be closed and payment will be made to the complited part of work only.
- 6.2.23** Staff engaged at CCP-1 & CCP-2 has to perform their duties in closs laisson with crew lobby and CCC in dealing trains in chord line.They should also ensure taking over of train by crew /guard and loading of sand in sand boxes.They should maintain contact with operating department in despatching trains.

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## CHAPTER -7

Form 5

**SCHEDULE OF RATES**

(Price Schedule)

Tender No.C/E.29/TRSO/Tender/11/11-12

**NAME OF WORK:** Outsourcing of activities in Crew Lobby, Crew Changing point 1 and 2 and CTR's feeding at Kazipet for a period of two years**(A) The tender estimate rates:-****Schedule "A"**

Item No.	Description	Quantity	Unit	Rate Per month in Rs.	Total amount in Rs.
1.	Manpower for various activities in crew lobby at Kazipet	19	Per Month	8097.82	153858.58
Total for two years					36,92,605.92

**Schedule "B"**

Item No.	Description	Quantity	Unit	Rate Per CTR in Rs.	Total amount in Rs.
1.	Data Entry of CTR's, Service/working particulars and generation of statements of LP.ALP and Guards at KZJ	364992	No.	1.95	7,11,734.40
Total tender value Schedule "A" plus "B"					44,04,340

**(B) Percentage rates quoted by the tenderers:-****(i) BELOW / AT PAR / ABOVE on the tender estimated rates :-**

a) In figers ----- %

(b) In words ----- %

**(ii) Total value of offer after loading the peercetage quoted above on the tender estimated cost.**

a) In figers ----- %

(b) In words ----- %

Signature of the tenderer

**NOTE:-**1. The tenderers are required to quote **BELOW / AT PAR / ABOVE** tender estimated rates as explained below:a) If the tenderer intends to quote their rate below tender estimated rate write (-) **Minus:\_\_\_\_\_ %.**b) If the tenderer intends to quote their rate at par with the estimated rate write "**RATE AT PAR**".c) If the tenderer intends to quote their rate above tender estimated rate write (+) **Plus \_\_\_\_\_ %**

2. In case of any difference noticed in figures and words quoted by the tenderer, only percentage in

words (i.e item B (i) (b) abvoe will be taken into account for arriving the quoted rates.

3. The rates quoted above are inclusive of all type of taxes &amp; duties etc.

**CHAPTER - 8**

**FORMS**

<b>Form No.</b>	<b>Description.</b>	<b>Page No.</b>
1	Offer letter-see before preamble	3-4
12	Tenderer's credentials	
12(A)	Experience certificate	45
12(B)	Engineering Organisation	46
12 (C)	Plant and machinery	47
12 (D)	List of works on hand with the tenderer	48
14	Agreement	49-50
15	Performance Guarantee Bond	51-52
16	Standing Indemnity Bond for On account payments and railway supply materials	53
16(A)	Indemnity Bond for indemnification of Railway materials	54-55
	NEFT MANDED form	56





**TENDERER's CREDENTIALS Form 12 (A -D)**

FORM 12 (A)  
PROFORMA FOR FURNISHING EXPERIENCE CERTIFICATE  
(Last 3 years preceding the date of opening of tender)

**EXPERIENCE CERTIFICATE** date:

**Sl.No Work details**

- 1 Name of Work
- 2 Agreement Number, date and name of the agency
- 3 Agreement value in Rupees (in words and figures)
- 4 Due date of completion
- 5 Number of Extensions granted
- 6 Actual date of completion of Work
- 7 Value of Final Bill if passed (in words)

**Note:**

This certificate in this proforma is to be issued only for Completed Work.

Signature

Name of Officer

Designation

Address

Office Seal.

**NOTE**

This certificate to be issued only by Sr.DEE in charge of the work in open Line and by Dy.CEE in charge of the work in construction. This type of Certificate may be obtained from Superintendent Engineer in charge of the Work from State Government/Public Sector Undertakings.

**Tender No C/E.29/TRSO/Tender/11/2011-12**

**FORM 12 [B]**

**ENGINEERING ORGANIZATION**

Sl.No.	Name & Designation of Employee.	Qualification	Previous Experience	Working To	From
01	02	03	04		05
A					
B					
C					
Z					

ENGINEERING ORGANISATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM ABOVE

Sl.No.	Name & Designation of Employee.	Qualification	Previous Experience	Remarks
01	02	03	04	05
A				
B				
C				
Z				

ENGINEERING ORGANISATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM OUTSIDE.

(A SUITABLY WORDED CONSENT LETTER FROM SUCH A PERSON SHOULD BE OBTAINED AND ENCLOSED).

Sl.No.	Name & Designation of Employee.	Qualification	Previous Experience	Remarks
01	02	03	04	05
A				
B				
C				
Z				

**Tender No C/E.29/TRSO/Tender/11/2011-12**

**FORM 12 (C)**

**PLANT & MACHINERY**

**1 PLANT & MACHINERY AVAILABLE ON HAND**

Sl.No	Particulars of machinery, Plant & equipment.	No. of units.	Kind and make	Capacity	Age and Condition	Approx. cost in Rs. In lakhs	Purchase Bill No. & Date and Registration particulars.
1	2	3	4	5	6	7	8
A							
B							

**2 PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM ABOVE**

Sl.No	Particulars of machinery, Plant & equipment.	No. of units.	Kind and make	Capacity	Age and Condition	Approx. cost in Rs. In lakhs	Purchase Bill No. & Date and Registration particulars.
1	2	3	4	5	6	7	8
A							
B							

**3 PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM OUTSIDE**

Sl.No	Particulars of machinery, Plant & equipment.	No. of units.	Kind and make	Capacity	Age and Condition	Approx. cost in Rs. In lakhs	if to be purchased give likely date of receipt and supplier's Name.
1	2	3	4	5	6	7	8
A							
B							

SIGNATURE OF THE TENDERER (S):

NAME OF THE TENDERER(S):

**Note: Tenderers to submit above details on separate sheet(s) if space above is not sufficient**

**Tender No C/E.29/TRSO/Tender/11/2011-12**

**LIST OF WORKS ON HAND WITH THE TENDERER**

**FORM 12 (D)**

**LIST OF WORKS ON HAND WITH THE TENDERER**

Sl.No	Name of work	Agreement No. and date	Designation and address of agreement signing authority	Agreement value in lakhs	Bill amount paid so far in lakhs	Due date of completion	Number of extensions taken
<b>Railway Works</b>							
A							
B							
<b>State Govt. Works</b>							
A							
B							
<b>Public Sector Undertaking Works</b>							
A							
B							

Signature of Tenderer:

Name of Tenderer

**Note :**

- 1) **Have you entered into technical collaboration with any consultants to assist you in this work? If so, give full particulars. First timers to OHE work shall engage technical consultants .**
- 2) Give Constitution of your firm. Attach certified copies of legal documents in support there of.
- 3) The forms at 12(A) to 12 (E) shall be filled precisely and with full details.

**AGREEMENT**

AN AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 200 two thousand and \_\_\_\_\_ (year) between the President of India, acting in the premises through the General Manager or his successor in charge of this Railway (whose address will be intimated in due course) of the Ministry of Railways, Railway Board (hereinafter referred to as "The Purchaser") of the one part and Messrs..... (hereinafter referred to as "The Contractor") of the other part.

Whereas in response to a call for Tenders for \_\_\_\_\_ of South central Railway ' \_\_\_\_\_ as per Tender papers at Annexure 'A' hereto, the Contractor has submitted a Tender as per Annexure 'B' hereto and whereas the said Tender of the Contractor has been accepted for Rs. \_\_\_\_\_ as per copy of Letter of Acceptance of Tender No \_\_\_\_\_ dated \_\_\_\_\_ complete with enclosures at the accepted rates \_\_\_\_\_ as per Annexure 'C' hereto and at an estimated contract value of Rs \_\_\_\_\_ (Rupees.....Only).

Now this agreement witnessess that in consideration of the premises and the payment to be made by the Purchaser to the Contractor provided for herein below, the Contractor shall supply all equipments and materials and execute and perform all works for which the said Tender of the Contractor has been accepted strictly according to the various provisions in Annexure 'A' and 'C' hereto and upon such supply, execution and performance to the satisfaction of the Purchaser, the purchaser shall pay to the Contractor at the several rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

The total security deposit for the work is Rs. \_\_\_\_\_ . EMD of Rs \_\_\_\_\_ is adjusted towards security deposit and the balance shall be recovered from progress bills at the rate of 10 % till total reaches 5 % of contract value including EMD. The contractor has submitted Bank Gurantee/ FDR for Rs. \_\_\_\_\_, Vide BG/FDR No. \_\_\_\_\_, issued by \_\_\_\_\_, \_\_\_\_\_ towards performance guarantee for 5 % of contract value.

In witness, where of the parties have hereunto set and subscribed there respective hands and/or seals the day and year respectively mentioned against their respective signature.

Signed and delivered at Secunderbad, by Shri..... for and on behalf of M/s.....the Contractor within-named in the presence of :-

Signature of contractor

1. Signature  
Date



**Tender No C/E.29/TRSO/Tender/11/2011-12**

Name in Block Letters  
Address

2. Signature  
Date  
Name in Block Letters  
Address

---

-  
\*See Para 1.2.16

1. Indicate No. of the Tender Papers here.

Signed and delivered at.....for and on behalf of the President of India by Shri.....  
General Manager or his successor.....Railway.....Ministry of Railways (Railway  
Board) In the presence of :-

Signature of Railway officer

1. Signature  
Date  
Name in Block capitals  
Address
2. Signature  
Date  
Name in Block capitals  
Address

Annexure 'A': Tender Papers  
Annexure 'B': Firm's Tender  
Annexure 'C': Letter of Acceptance of Tender.....Dated .....complete  
with enclosures.

(On stamp paper of requisite value)

**PERFORMANCE GUARANTEE BOND**

(TO BE USED BY APPROVED SCHEDULE BANKS)

In consideration of the President of India (herein after called "the Government") having agreed to exempt \_\_\_\_\_ (herein after called "the said Contractor(s)" from the demand under the terms and conditions of an agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (herein after called "the said Agreement"), of PERFORMANCE GUARANTEE for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We, \_\_\_\_\_ herein after referred to as "the Bank" (indicate the name of the bank) at the request of \_\_\_\_\_ (contractor (s) ) do hereby undertaken to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceedings pending before any court or Tribunal relating there to our liability under this present being absolute unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ Office/ Department) Ministry of \_\_\_\_\_ certifies that the terms and conditions of the said Agreement have

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been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ (b) we shall be discharged from all liability under this guarantee thereafter.

5. We \_\_\_\_\_ (indicate the name of bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to attend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s) /Supplier(s).

7. We, \_\_\_\_\_ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2006

for \_\_\_\_\_  
(Indicate the name of Bank)

{a) See para 1.2.17 and 1.2.56

(b) The guarantee shall be valid for period for two months after the expiry of the guarantee period of the equipment under para 1.2.49.

**FORM-16**

INDEMNITY BOND FOR 'ON ACCOUNT' PAYMENTS AND FOR RAILWAY  
SUPPLY MATERIALS

We, M/s \_\_\_\_\_ here by undertake that we held at our stores Depot/ at \_\_\_\_\_ on behalf of the President of India, acting in the premises through Sr.Divisional Electrical Engineer (Maintenance)/Secunderabad. (here in after referred to as "the purchaser) and his property in trust for him all materials listed in tender schedule fo which 'On Account' payment have been made to not exceeding Rs.\_\_\_\_\_. Against \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ of South Central Railway . Vide \_\_\_\_\_ and the materials handed over to us by the Purchaser as per Contract for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the Purchaser, or as he may direct otherwise and shall indemnify the Purchaser against any loss damage, or deterioration whatsoever in respects of the said materials while on our possession and against disposal of surplus materials. The said materials shall at all tmes be open to inspection by any officer authorised by the Dy.Chief Electrical Engineer, in charge of the OHE (Construction) South Central Railway.

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and a refund becomes due, and the Purchaser shall be entitled to recover from us the full cost as per prices included in Schedule B-NON-SOR items or Schedule-3 items to the contract and in respect of other materials as indicated in Part-I, Chapter-IV, Section-1 and also compensation for such loss or damage, or deterioration, if any alongwith the amount to be refunded, without prejudice to any other remedies available to him by deduction from any sum which at any time here after becomes due to us under the said or any other Contracts.

In the event of any loss, damages or detorioration as above said, the assessment of such loss or damages and the assessment of such compensation there fore would be made by the President of India or his authorized nominees and the said assessment shall be final and binding upon us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_  
For and on behalf of Messers \_\_\_\_\_ (Contractor)

**Signature of Witness:**

**Name of Witness IN BLOCK LETTERS**

**Address:**

FORM 16 (A)

**GURANTEE BOND FOR INDEMNIFICATION OF RAILWAY MATERIALS  
( FOR GIVING RAILWAY MATERIALS FOR POH, REPAIRS ETC AT  
CONTRACTOR'S FACTORY )**

Against General Manager/South Central Railway/Secunderabad's agreement No. \_\_\_\_\_ dated \_\_\_\_\_, a contract for \_\_\_\_\_ (Nature of work) \_\_\_\_\_ entered into between president of India acting through \_\_\_\_\_ (hereinafter called contractor), We \_\_\_\_\_ Bank are holding most in favour and on behalf of Government of India the amount of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) being the security towards cost of raw materials namely \_\_\_\_\_ at the contractor's factory exclusively for the \_\_\_\_\_ under the said contract. We \_\_\_\_\_ Bank hereby undertake to indemnify and keep indemnified the President of India acting through \_\_\_\_\_ against any loss or damage that may be caused or suffered by the President of India (Government) by reason of any breach by the contractor of any of the terms and conditions of the said contract and performance thereof. We \_\_\_\_\_ bank agree that the decision of the president of the India whether any breach of the terms and conditions of the said contract or in the performance thereof has been committed by the contractor and the amount of loss/or damage that has been caused or suffered by the president of India (govt.of India) shall be final and binding on us and the amount of said loss or damage shall be paid by us forthwith on demand and without demur to the President of India.

We \_\_\_\_\_ bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the contractor till \_\_\_\_\_ (Date) \_\_\_\_\_ and that if any claim accrues or arises against us by virtue of this guarantee before the said date, the same shall be enforceable against us the \_\_\_\_\_ (Name of the Bank), notwithstanding the fact that the same is enforced within six months after the said date provided that notice of any such claim has been given to us \_\_\_\_\_ Bank) \_\_\_\_\_



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by the President of India before the said date, payment under this letter of guarantee shall be made promptly upon receipt of notice to that effect from the President of India.

It is fully understand that the guarantee is effective from \_\_\_\_\_ and that we \_\_\_\_\_ Bank undertake not to revoke this guarantee during its currency without the consent of the President of India (Government) in writing.

We \_\_\_\_\_ Bank further agree that the President of India shall have fullest liberty without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor and to forebear or enforce any of the terms and conditions relating to the said contract and we \_\_\_\_\_ bank shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said contractor for any forbearance and or omission on the part of the President of India or any indulgence by the President of India to the said contractors or by any other matter or thing whatsoever which under the law relating to sureties, would but for this provision, have the effect of so releasing us from our liability under this guarantee.

We \_\_\_\_\_ bank further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Bank or the said contractor.

**Dated:**

**Seal of the bank &**

**Signature of the bank**

**Authority**

**Witnesses (with address)**

1).

2).

**NEFT MANDATED FORM**

Supplier Name as per A/C :

Name of City :

Supplier A/C No :

Type of Account :

Bank's Name :

Bank Code :

Branch Address :

Branch Ph. No. :

MICR Code :

IFSC Code for NEFT :

Telephone No of Suppliers :

Suppliers mail ID :

PAN No :

TIN No :

Confirmed by Bank

Signature of the contractor