CENTRAL RAILWAY



Tender No: - PG/DTL/382/409 dated 30.01.2013

For

Provision of VVVF control drive for Traverser at MTN workshop. Qty.01 no.

Provision of VVVF control drive for EOT crane at MTN workshop. Qty. 02 nos.

Dy.Chief Electrical Engineer (Genl.) Carriage Repair Workshop, Central Railway, Matunga, Mumbai-400 019.

Tender issued by:

Tender issued to:-	Book No.
M/s	

PRICE Rs. 2000/-

START OF TENDER DOCUMENTS

Important Notes:

This tender document contains 77 pages as under including.

- Cover page as page No. 1.
- This page as page No.2
- Additional Special Conditions for Tender Document downloaded from Internet/Website at Page No. 3 & 4. These additional special conditions are applicable to tender document and considered as part of it, which is downloaded from Internet/website.
- INDEX as page No.5
- Tender Notice as page No. 6
- Tender Form serially numbered from page 07 to 77
- The end of tender document is indicated by "End of Tender Document" marker. Tenderer/s should carefully see that above marker appears on the last page of downloaded tender document to ensure that downloaded document is complete.

Additional Special Conditions for Tender Document downloaded from Internet/Website

These additional special conditions are applicable to tender document and considered as part of it, which is downloaded from internet /website.

Tenderers may note that permitting of down loading of tender document is an added facility for convenience of Tenderer's. Railway, however, reserves right to extend this facility for selected works or continue only with direct sale of tender forms. In case, tender document is not uploaded on website or download failure or delay or incomplete document downloaded, whatsoever, Railway shall not be responsible in anyway. Railway shall not be responsible for any direct/indirect loss of business / profit resulting from inability to use this facility.

The Tenderer's shall download & print the Tender document solely for the purpose of bidding for above work and downloaded document shall not be used, copied or reproduced for any other purpose.

The end of tender document is indicated by "END OF TENDER DOCUMENT' marker. Tenderer/s should carefully see that above marker appears on the last page of downloaded tender document to ensure that downloaded document is complete. Tenderer is suggested to check the integrity and completeness of document before submission.

The tender document downloaded from website though does not bear signature of Rly authority shall have same authority as having directly purchased from Rly office. Tenderers while submitting his offer must sign all pages of tender document.

The downloaded and printed tender document along with the various other documents should be submitted as per details mentioned in tender document. The tenderer should clearly write on main tender cover and also on the top of sealed cover "Tender documents downloaded from website".

The Tenderer/s is/are required to pay non-refundable cost of tender document in the form prescribed in tender notice while submitting their offer. In case they fail to furnish the requisite cost of tender document in prescribed form, their offer shall be rejected. The cost of EMD shall not be merged with cost of tender form and shall be separately furnished.

The Tenderer/s shall maintain the integrity of downloaded tender document and shall not make any change/addition/deletion/tampering, whatsoever, in the downloaded documents. The Tenderer's offer shall be rejected and full earnest money shall be forfeited, in case it is detected after submission of offer, that they have made any modification in downloaded documents. In case such modification is noticed even after award of contract, Rly. is liable to terminate the contract on contractor's default. In addition Railway reserves the right to take action against the firm as deemed fit, which may include Banning of Business Dealings with the firm and the firm is also liable to be prosecuted as per the law. After award of work, agreement will be prepared based on the master copy of tender document available in the Railway's office. In case, any discrepancy is noted in tender document submitted by Tenderer, the Master document kept with Rly. shall prevail and decision of Rly. Thereon shall be final and binding on Tenderer/Contractor.

Tenderer/s shall print the tender document on good quality A4 size papers of thickness 75 GSM or above and printed document shall be clearly legible. The document shall be properly bound and page numbers shall be in serial order as mentioned in downloaded documents. The Tenderer/s shall not be

reimbursed with the cost of stationery, printing and binding etc. Offer of Tenderer/s is liable to be rejected by Railway, if tender document is not printed or bound as per above instructions. Further Tenderer shall bear expenses of internet connection and telephone charges, if any for downloading of tender document.

The Tenderer/s shall keep themselves updated about any modification in tender notice and tender document, issued by Railway through newspapers, website or E- mail or any other means and shall act accordingly. It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in Website and the same shall be taken into account while submitting the tender. Tenderer offer is liable to be rejected if they have not enclosed all the corrections/corrigendum along with downloaded tender documents.

The "Additional Conditions for Tender Document downloaded from Website" must be signed by the Tenderer and enclosed along with the Tender document failing which the tender is liable to be rejected.

The following declaration should be given by the Tenderer while submitting the tender.

Declaration

I/We have downloaded the tender document from the website http://tenders.gov.in and I/We have not tampered/modified the tender forms in any manner. In case the document is found to be tampered/modified, I/We understand that my/our tender is liable to be rejected and full earnest money deposit will be forfeited and I/we am/are liable to be banned from doing business with Railways and/or prosecuted.

Signature of Tenderer

INDEX

Sr,	Description	Page No.		
No.				
1.	Tender Notice	6		
2.	Tender enquiry	7		
۷.	Tender enquiry			
3.	Preamble and Scope of work	8-10		
	•			
4.	General Condition	11-12		
5.	Tender offer letter	13-14		
3.	Tender offer letter	13-14		
6.	Part – I, Chapter – I	15-27		
	Instructions to tenderers and condition of tendering.			
7.	Part – I, Chapter – II,	28-56		
	Conditions of contracts			
8.	Part – I, Chapter – III	57-61		
	Prices and payments			
9.	Part – I, Chapter – IV	62-64		
	Explanatory Notes to tender schedule			
10	10 Part – I, Chapter –V 65-6			
	Schedule of quantities and rates			
11	Part – II, Chapter – I,	Deleted		
	General specification			
12	Part – II, Chapter – II	Deleted		
	Foundation			
13	Part – II, Chapter – III	Deleted		
	Structures			
14	Part – II, Chapter – V	Deleted		
	Erection and installation of equipments			
15	Part – II, Chapter – VI,	Deleted		
	Inspection and testing			
16	Part – III	68-77		
	Annexure-A- Railway supply items.			
	Standard forms			

CENTRAL RAILWAY ELECTRICAL DEPARTMENT. OPEN TENDER NOTICE NO. PG/DTL/382/409 dated 30.01.2013

Dy.Cheif Electrical Engineer(General) Carriage Workshop Matunga, Mumbai-400019, for and on behalf of The President of India, invites open tender in sealed cover on prescribed form from reputed contractors for the following work.

Name of the works: Provision of VVVF control drive for Traverser at MTN workshop. Qty- 01 no. Provision of VVVF control drive for EOT crane at MTN workshop. Qty- 02 nos.

Approximate Cost: Rs. 13,98,336/-Earnest Money Deposit: Rs. 27,970/-Completion Period: 10(Ten) months.

Validity of Offer: 120 Days from the date of opening.

Sale of tender Forms: Tender Documents will be available for sale in the above office between 10.00 Hrs. to 14.30 Hrs. on all working day from 06.02.2013 to 07.03.2013 and up to 12:00 Hrs. on 07.03.2013.

Cost of Tender Form: Non refundable Rs. 2000/- in person or Rs. 2500/- by post delivery, Railway will not be responsible for any postal delay. The cost of Tender Form will also be accepted in the following forms: a) In cash with Chief Cashier or Chief Booking Supervisor, Central Railway, CST, Mumbai and production of Money Receipt to that effect. b) Pay Order/Demand Draft drawn in favour of Chief cashier, Central Railway, CST Mumbai & issued by scheduled/Nationalized Bank.

Web address: Web site of central Railway is *http://tenders.gov.in.*Tender documents can be downloaded from the web site. In case tender documents is down loaded from the web site in PDF format, the cost of tender documents, i. e. Non refundable Rs. 2000/- should be paid separately in the manner stated here before and it should not be merged with earnest money. The money receipts or Pay order/DD towards cost of tender form should be enclosed with the offer document failing which the tender will be summarily rejected.

Date & Time of submission: The sealed tender documents should be dropped in the special tender box allotted for the above work and kept in the above office up to 15.00 Hrs on 07.03.2013.

Date & Time of opening: The tender box will be sealed at 15.00 hrs on 07.03.2013 and opened at 15.15 hrs on same day. In case 07.03.2013 happens to be holiday due to any reason the tender will be opened on the next working day at the same time and place.

Earnest Money Deposit: Earnest Money may be submitted in one of the following forms: (a) In cash with Chief cashier, Central Railway, CST Mumbai & production of Money receipt to that effect. (b) Deposit Receipt/Pay order/Demand draft drawn in favour of Workshop Accounts Officer, Central Railway, Matunga issued by State Bank of India or a Nationalized Bank. (c) Deposit Receipt executed by scheduled bank approved by RBI for this purpose. Earnest Money in the form of SEM & Bank Guarantee Bonds shall not be accepted. Tenderer's unaccompanied with requisite Earnest Money or received in any other form than those mentioned vide (a), (b), (c) above, shall be summarily rejected.

Tenderers may carefully note that their Contract Agreement for this work is liable to be terminated at any time later, in case any of the information furnished by them is found to be untrue or any adverse point comes to light subsequently. The decision of Railway in this regard shall be final and binding.

For any additional information/clarification contact Dy. Cheif Electrical Engineer (Genl.) Carriage Workshop, MTN, on any working day between 10:00 to 16:00 hrs.

Dy. Cheif Electrical Engineer (Genl), Matunga For and on behalf of President of India

CENTRAL RAILWAY

TENDER ENQUIRIES

Name of work : Provision of VVVF control drive for Traverser at MTN

workshop. Qty- 01 no.

Provision of VVVF control drive for EOT crane at MTN

workshop.Qty-02nos.

Tender No. : PG/DTL/382/409

Last date and time for :

submission of tender.

07.03.2013 at 15.00 hours.

Date and time for opening : 07.03.2013 at 15.15 hours.

of tender

Address for submission of :

tender

Dy. Cheif Electrical Engineer (General.), Carriage

Workshop, Matunga, Mumbai-400 019.

Total Estimated cost : Rs.13,98,336/-Earnest money : Rs. 27,970/-Validity of tender : 120 days

Completion period : **10(Ten)** months.

IMPORTANT NOTES:

Following Documents should be submitted by the tenderer along with their offer:-

- i. Attested copy of Electrical contractor license.
- ii. Attested copy of PAN Card.

Tenderers may carefully note that their Contract Agreement for this work is liable to be terminated at any time later, in case any of the information furnished by them is found to be untrue or any adverse point comes to light subsequently. The decision of Railway in this regard shall be final and binding

PREAMABLE & SCOPE OF WORK

Tender No. PG/DTL/382/409

1) These tender papers relate to the provision of VVVF drive on EOT cranes and Traverser at matunga workshop. The estimated cost of the tendered work is Rs. 13,98,336/-.

1) **FOREIGN EXCHANGE**:-

No Foreign exchange and / or import license will be released/ provided to the contractor in connection with this contract.

2) **EARNEST MONEY**:-

The tenderer shall deposit with the **Chief Cashier**, **C. Rly.**, **GM Office Building CSTM** (or his successor whose address will be intimated subsequently) a sum equal to 2% of the estimated cost of this tender subject to a maximum of Rs. 27,970/- as earnest money in the manner prescribed in Para 1.1.10.1.

3) **SECURITY DEPOSIT**:- (See Para 1.1.10.2)

The successful tenderer shall deposit in favour of **Workshop Account Officer**, **Matunga**, **Mumbai** (or His successor nominee whose address will be intimated in due course). Security deposit at the rate of 5% of the contract value in the manner prescribed in Para 1.1.10.2

4) **DEVIATIONS**:-

All the tenderers may please note that the offers seeking modified terms and conditions by way of deviations mentioned under either Memorandum or Deviation schedule for instance, sectioning mobilisation advance or any modification in respect of mobilisation advance, On account/ progress payment, recovery rate, insurance, warranty, extension in completion, facilities 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 the tenderers. It should be specifically noted that the prices shall be FIRM inclusive of all taxes and duties including Sales Tax on works contract and no deviation should be sought for.

5) **PERIOD OF COMPLETION**:-

All works relating to supply and erection of VVVF drive covered in Scope of Work shall be completed within a period of 10 months from the date of issue of the Letter of Acceptance of Tender.

6) **TENDER BID**:

The Tender bid shall be submitted original in a sealed cover.

DOCUMENTS TO BE SUBMITTED ALONGWITH TENDER:-

The following documents are required to be submitted along with tender.

a) Electrical contractor license.

SCOPE OF WORK

Part-A <u>Provision of Variable Voltage Variable Frequency Control drive on Traverser No. 2200.</u> Oty-01 No

GENERAL

There is one surface Traverser Plant No.2200 installed at Table No.2 in Matunga Workshop. This Traverser is equipped with resistive control panels for controlling operation of electrical motors. The work proposed under this tender is supply, erection, testing and commissioning of Variable Voltage Variable Frequency drive for Traverser No.2200 as per the works detailed below:

The work shall cover dismantling of existing control system complete and supply, erection, testing and commissioning of Variable Voltage Variable Frequency drive for Traverser No.2200.

The following works are to be carried out for modification of Traverser.

- 1) Study to be undertaken inside workshop for dismantling of existing control system complete and supply, erection, testing and commissioning of VVVF drive control panel for Traverser.
- 2) Dismantling of existing control panels, Resistance unit, switch gear with all accessories etc and shift at nominated place.
- 3) Dismantling of existing power cables from switch gear to control panel, motor and control cables with all accessories and shift at nominated place.
- 4) Modification of Long travel Slip ring induction motors suitable for VVVF drive application for Traverser no. 2200.
- 5) Provision of VVVF drive along with associate switch gear & control panel.
- 6) Rewiring of control panel, motor with protective panel.
- 7) Testing & commissioning of VVVF system.

PART-B Provision of Variable Voltage Variable Frequency (VVVF) control drives for EOT cranes at Matunga workshop. Quantity – 02 Nos.

GENERAL

There are two electrical overhead travelling cranes No.50 & 1659 installed in Shop No.6 of Matunga Workshop. These EOT cranes are equipped with resistive control panel for controlling operation of electric motors.

The work proposed under this tender is supply, erection, testing and commissioning of Variable Voltage Variable Frequency drive for EOT cranes No.50 & 1659 as per the works detailed below:

The work shall cover dismantling of existing control system complete and supply, erection, testing and commissioning of Variable Voltage Variable Frequency drive for EOT cranes No. 50 & 1659. The exact location will be shown while execution of contract by the Engineer at site.

The following works are to be carried out for modification of EOT cranes.

- Study to be undertaken inside workshop for dismantling of existing control system complete and supply, erection, testing and commissioning of VVVF drive control panel for EOT cranes.
- 2) Dismantling of existing control panels, Resistance unit, switch gear with all accessories etc and shift at nominated place.
- 3) Dismantling of existing power cables from switch gear to control panel, motor and control cables with all accessories and shift at nominated place.
- 4) Modification of Main HT, LT and Cross movement Slip ring induction motors suitable for VVVF drive application.
- 5) Provision of VVVF drive along with associate switch gear & control panel.
- 6) Rewiring of control panel, motor with protective panel.
- 7) Provision of 5 Bar enclosed conductor Bar with all accessories for Cross travel of EOT Cranes.

4.0 GENERAL CONDITIONS:

- 1) All the materials used for execution /maintenance of above work shall be R DSO/RCF/ICF/CLW approved make. Performance of items, which are not on approved list of RDSO/RCF/ICF/CLW can be based on their past performance. If not available it shall be confirming to relevant latest IS specifications against each schedule item.
- 2) All the works shall be carried out by the Contractor with tools and equipments arranged by the Contractor himself.
- 3) Transport shall be arranged by the Contractor at his own cost. The Purchaser shall not provide the same under any circumstances.
- 4) The Contractor shall arrange at his own cost, all tools & plants, facilities required for erection, testing and commissioning of all the equipment in compliance with the respective specifications. For the testing purpose, the existing facilities, wherever available in the Workshop may be extended to the contractor, further the welding machine and free electric supply for minor activity connected with fitment work may be given by Railways free of cost. Contractor should consider these aspects while quoting the rate. However, contractor will make his own arrangement for extension of welding supply & electricity from the existing installation/facilities.
- 5) The schedule of rates and quantities enclosed should be read in conjunction with the explanatory notes given in the tender papers.
- 6) The offer should be valid up to 120 days from the date opening of this tender.
- 7) All the electrical works shall be in accordance with relevant IE Rules/Act, IS specification/ Code of practice/Railway's specification.
- 8) The material required for complete supply and erection of any item shall be supplied and erected by the contractor at his own cost whether or not especially mentioned in the relevant schedule item.
- 9) Octroi Exemption Certificate will be issued to the contractor wherever applicable. The Tenderer shall quote the rates duly taking into account the benefits to be accrued on account of these concessions so also.
- 10) The rates shall be firm and consolidated and inclusive of all taxes, duties, levies etc.
- 11) The completion period is **10(Ten)** months.
- 12) Railway reserves the right to use vehicles and equipments of contractor's in case of accidents/ natural calamities involving human lives. For payment purposes, the item may be operated as a non-stock item as per the existing norms.
- 13) **Inspection:** The work will be inspected by the authorized representative of SEE(G)MTN.
- 14) <u>Testing:</u> Testing of equipments for its proper functioning as per technical specification shall be inspected at manufacturer premises by railway representative before dispatching the equipments.
- 15) <u>Training of Staff:</u> Railway's maintenance staff shall be given theoretical & Practical training at manufacturer's premises at the tenderer cost.
- 16) All released material shall be returned to Railways.
- 17) All the Specifications/Drgs. Mentioned in the tender document can be seen in this office on any working day during 11.00 Hrs. to 15.00 hrs.
- 18) Unless otherwise stated in the tender papers, contract shall be governed by "General Condition of Contract" and amendment to General Condition of Contract (works contract) issued vide Rly Bd's letter no. 2003/CE-1/CT/4 Pt-I dt 23.05.07 & letter no. 2007/CE-1/CT/18 dt 28.09.07.

5.0 FOREIGN EXCHANGE:

No foreign exchange and/or import license shall be released/provided to the Contractor in connection with this contract.

Special Conditions:

- a) The contractor shall maintain a register showing names and addresses of the persons so engaged along with photographs of each person and shall produce the same for inspection on demand by Welfare Officer or such other person so authorized by the owner. The contractor shall not use or allow to be authorized to be used train or any part thereof for dwelling purpose and shall not allow any outsiders to loiter in or around the train without valid authority.
- b) With regard to the nature of employment of the employees working in the stipulation at Sr. No. (a) reads thus.
- c) The contractor shall be required to employ/engage only that numbers of employees/workers as may be specifically authorized by Railway Administration from time to time and shall maintain complete records of such employees/workers with regard to their names, address, qualifications, experience, and other required details. The Railway shall have absolute right to test, interview or otherwise assess or determine skills, knowledge, proficiency, capability, etc. So as to ensure that such employees/workers are competent, qualified or otherwise suitable for efficiency and safety performing the work covered by the contract. Any employee/worker rejected, not authorized by the Railway shall not be employed/engaged by the contractor on the work covered by this contract.
- d) The contractor is liable to pay provident fund contribution, leave salary, medical benefits to his employees and to observe statutory working hours. The contractor is responsible for the proper maintenance of registers, records and accounts so far as compliance with statutory provisions/obligations is concerned. The contractor to keep proper records pertaining to payment of wages etc and also for depositing the provident fund contributions with the authorities concerned. The contractor is liable to defend, indemnity and hold harmless to the Railway from any liability or penalty which may be violation by the contractor or such laws, regulations and also from all claims, suits or proceedings that may be brought against the management arising under or incidental to or by reason of the work provided/assigned under the contract brought by employees of the contractor, third party or by the Central or State Govt. Authorities.
- e) The Contractor should ensure compliance of IE Rule No. 45 for any electrical installation work including additions, alteration, repairs and adjustments to existing installations etc.

6.0 ADDRESSES:

Relevant addresses for specified purposes in connection with the tender are given below:

6.1 For tender, policy matters, design & approval of design, drawings and specification and execution of contract.

Senior Electrical Engineer (General) Carriage Repair Workshop, Central Railway, Matunga,

Mumbai-400 019.

6.2 For Security Deposit / Earnest Money Deposit:

Workshop Accounts Officer, Carriage Repair Workshop, Central Railway, Matunga, Mumbai-400 019

TENDER OFFER LETTER

The President of India

3.

Acting through the Dy.Cheif Electrical Engineer(General), Carriage Repair Workshop Central Railway, Matunga, Mumbai 400 019.

1.	I/We M/s
	Have read the various conditions to tender attached hereto and hereby agree to abide by the said
	conditions. I/We also agree to keep this Tender open for acceptance for a period of 120 days
	from the date fixed for opening the same and in default thereof I/We will be liable for forfeiture
	of full amount of my/our "Earnest Money". I/We offer to do the work for "Provision of VVVF
	drive for Traverser Qty. 1 No. & Provision of VVVF drive for EOT cranes, Qty.2 Nos. at
	matunga workshop", Central Railway and hereby bind myself/ourselves to complete the work in
	Ten (10) months from the date of issue of letter of acceptance of the tender. I/We also hereby
	agree to abide by Condition of contract and General condition of contract January 1999 and to
	carry out the work according to the specifications laid down by the Railway for the present
	contract.

- 2. A sum of Rs. 27,970/- is herewith forwarded as earnest money. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
- a) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready.
 - b) I/We do not commence the work within ten days after receipt of order to that effect.

I/We agree to pay the Railway an amount equal to the earnest money prescribed for this tender, if I/We withdraw the said tender within prescribed period mentioned above vide Para 1.

I/We further declare that in case I/We fail to pay this sum equal to prescribed earnest money, the same may be recovered from the standing earnest money.

I/We also agree that in the event of my/our failure to execute the contract document as hereinbefore provided or commence the work within the prescribed period after issue of letter of acceptance of the tender, the Railway is entitle to determine that I/We have abandoned the contract and thereupon my/our tender and acceptance thereof may be treated as cancelled and the Railway shall be entitled to forfeit the full amount of earnest money and recover the damages for such default.

I/	We clearly	understand	that on the	he Rai	lway's	forfeiture	of t	he sum	out of	the S	tanding
Earnest N	Money, the	balance amo	ount will	no mo	re serv	e as stand	ling e	earnest	Money,	unle	ss I/We
make it g	ood by dep	ositing the s	um equal	to the	sum so	forfeited	by th	ne Railv	vay.		

Date	
Contractor's address:	Signature of Contractor(s)
	Date
	Signature of Witnesses 7)
	2)

PART-I

CHAPTER-I

INSTRUCTIONS TO TENDERERS & CONDITIONS OF TENDERING

PART-I

CHAPTER-I

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

Para No		Subject
1.1.1.0		Tender papers
1.1.2.0		Interpretations
1.1.3.0		Singular / Plural
1.1.4.0		Regulation for tender
1.1.5.0		Discrepancies / Omissions
1.1.6.0		Contractor's credentials & supporting documentation
1.1.6.1		Contactor eligibility criteria & Credential
1.1.6.2		Supporting documentation
1.1.6.3		Tenderer's special conditions
1.1.6.4		Performance record
1.1.6.5		Tenderer's aspect of consideration
1.1.6.6		Tender forms
1.1.7.0		Instructions for Tender submission
1.1.8.0		Inspection of site before tendering
1.1.9.0		Signing of tender
1.1.10.0		Earnest money and Security deposit
1.1.10.1	• • • •	Earnest Money
1.1.10.2	• • • •	Security deposit
1.1.10.3		SEM consideration
1.1.10.4		Forms of security deposit
1.1.10.5		Interest of EMD
1.1.11.0	• • • •	Quoting of tender
1.1.12.0	• • • •	Erasure & alteration
1.1.13.0	• • • •	Obligations to accept / reject
1.1.14.0		Deliberations
1.1.15.0		Retaining character of firm
1.1.16.0		Non compliance
1.1.17.0		Authority to accept tender
1.1.18.0		Execution of contract agreement
1.1.19.0		Completion
1.1.20.0		I. T. C. C.
1.1.21.0		Partnership deals, Power of attorneys
1.1.22.0		Employment of retired Railway employee
1.1.23.0		Binding of Original offer
1.1.24.0		Submission of tender

PART - I CHAPTER-I

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING

1.1.1.0 TENDER PAPERS:

The instructions to Tenderers and conditions of Tendering, conditions of contract, prices and payment and explanatory notes, specifications, forms of tender, preamble shall hereafter be collectively referred to as the "Tender Papers". The intending tenderers are 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 implications thereof.

1.1.2.0 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 thereto as follows:

- a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Central Railway or of the Successor Railway authorized to deal with any matters which these persons are concerned on his behalf.
- b) "General Manager" shall mean the officer in administrative charge of the whole of the Railway/Chief Workshop Manager and shall mean and include the General Manager/CWM of the successor Railway.
- (c) "Chief Engineer" shall mean the officer in charge of the /Electrical/Signal & Telecommunication Departments of Central Railway and shall also include the Chief Engineer/Chief Electrical Engineer/Chief Signal & Telecommunication Engineer of Central Railway.
- (d) "Engineer" shall mean the Executive Engineer in executive charge of the works and shall include the Senior Electrical Engineer and equivalent officers of Electrical and Signal & Telecommunication Departments of Central Railway.
- (e) "Engineer's representative" shall mean the Assistant Engineer in direct charge of the work and shall include Section Engineers of the Engineering/Signal & Tele-communication / Electrical Engineering Department of Central Railway.
- (f) "Divisional Railway Manager" shall mean the Administrative Officer in charge of a Division of Central Railway for the time being and shall mean and include the Divisional Railway Manager of the successor Railway.
- (g) "Contract" means the successful Tender, i.e. the Tenderer whose Tender has been accepted either in whole or in part.

- (h) "Contractor" shall mean the person, firm or company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, Successors and permitted assigns.
- (i) "Contractor's Agent" shall mean the 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.
- (j) "Contractor's Representative" shall mean a person in supervisory capacity who shall be so declared by the Contractor and who shall be authorized under a 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 work at each or all places and shall take orders from Purchaser's Engineers and carry out the same.
 - (k) "Tenderer" shall mean the persons, the firm or company who tenders for the work with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.
- "Work" or "Works" means all or any of the items 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 said original specifications, drawings, annexure and schedules, and also such instructions and drawings additional to the above mentioned as may from time to time to be issued by the Purchaser's Engineers during the progress of the contracted work.
- (m) "Equipment" means all or any equipment considered necessary by the Purchaser's Engineers for the satisfactory operation, as a whole, of the installations, including structures, foundations etc.
- (n) "Month" means any consecutive period of thirty days.
- (o) "Purchaser" means the President of India acting through his accredited Officers of any one of them. The Chief Administrative Officer / Chief Electrical Engineer, CSTM Mumbai 400 001 shall be deemed to be one of such accredited officers.
- (p) "Purchaser's Engineers" means the Dy. Cheif Electrical Engineer (General), who will decide all matters relating "Provision of VVVF drive for Traverser Qty. 1 No. & Provision of VVVF drive for EOT cranes, Qty. 2 Nos. at matunga workshop."
 - (q) "Sub-Contractor" means an individual or a firm of Contractors or a company under Indian Company Act or approved suppliers of Materials to whom the Contractor sublets portions of the contract after obtaining specific prior approval of the Purchaser in writing to such subletting of contract.
- (r) "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, work yards, or workshop in proximity to the works as the Purchaser's Engineers may have

authorized as an extension of the site, irrespective of the terms and conditions under which they are occupied by the Contractor.

(s) "Specifications" shall mean the specifications as defined by RDSO/CEE Central Railway for Materials & Works, issued under the authority of the Chief Electrical Engineer or as amplified, added to or superseded by special specifications, if any, appended to the Tender Forms.

1.1.3.0 SINGULAR/PLURAL

Words imparting the singular number shall also include the plural and vice versa where the context requires.

1.1.4.0 REGULATIONS FOR TENDER

These Regulations for Tender and Contract shall be read in conjunction with the Conditions of Contract which are referred to herein and shall be subject to modifications, addition or super session by special conditions of contract and/or special specifications, if any, annexed to the Tender Forms.

1.1.5.0 DISCREPANCIES/OMISSIONS

The tenderers shall not take any advantage of any misinterpretation of the conditions due to typing or any other error/omission and if any doubt, shall bring it to the notice of the Engineer without delay in case any contradictions, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained. Should a tenderer find discrepancies in, or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

1.1.6.0 CONTRACTOR'S CREDENTIALS & SUPPORTING DOCUMENTATION: Deleted.

1.1.6.1 Submission of documents:-

The tenderer is required to submit the following documents along with the tender:

- (i) Earnest Money Deposit
- (ii) Power of Attorney
- (iii) Tender Documents duly signed, stamped and completed.
- (iv) Completion Certificates for the work executed in last three financial year and current financial year.
- (v) Programme for execution of work in scheduled time.
- (v) Partnership deed/association deed and Power of Attorney duly notorised /registered.
- (vi) Statement of payments received by the firm for contractual works during the last 3 years (year wise) certified by the Govt. Departments or Annual Reports of the firm for the last three years showing annual turnover duly audited by Chartered Accountants.
- (viii) Certificate from the controlling authorities of Govt./ Semi Govt. organization indicating value of work of similar nature carried out by the firm during the last three years
- (ix) Copy of Electrical contractor's license (Mandatory to have license in the firm's name)
- (x) Any other documents the tenderer/s may like to submit in support of his/scheme.

1.1.6.3 <u>Tenderers Special Conditions</u>

The tenderer should normally not stipulate any special conditions while submitting his tender. In such an eventuality, Central Railway, reserves the right to summarily reject such tenders without assigning any reasons whatsoever. The tenderer should normally submit his tender in full conformity with the tender conditions of central railway, Mumbai. If any particular date is furnished by the tenderer in response to specific tender conditions, by which such particulars are required to be furnished at the tender stage, this shall not be treated as special conditions for the purpose of this Para.

1.1.6.4 Tender form:

The following documents form part of contract:-

- (a) Tender offers letter
- (b) Preamble
- (c) Instructions to tenderers and conditions of tendering
- (d) Conditions of contract
- (e) Prices and Payments
- (f) Explanatory Notes
- (g) Technical Specifications
- (h) Central Railway's General Conditions of Contract (G.C.C.) January 1999 as amended at the time of acceptance of the tender and at the time of execution of the agreement mentioned in clause 18 under Regulations and Conditions of tender
- (i) Schedule of Quantities and Rates.
- (i) Forms of the Tender

1.1.7.0 INSTRUCTIONS FOR TENDER SUBMISSION:

The tender must be accompanied by a sum of Rs. 27,970/- as earnest money deposited in cash or in any forms mentioned in the tender notice failing which the tender will be summarily rejected. The tenderer shall hold the offer open till such date as may be specified in the tender. It is understood that the tender documents have been sold/issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender, he will not rescile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Dy.Cheif Electrical Engineer (General) Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as security for the due performance of the above stipulation shall be forfeited to the Railway. If the tender is accepted, the amount of earnest money will be held as security deposit for the due and faithful fulfillment of the Contract in terms of Clause 16 of General Conditions of Contract. The earnest money of the unsuccessful tenderer will as therein before provided be returned to the unsuccessful tenderers but the Railway shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession, nor be liable to pay interest thereon.

1.1.8.0 INSPECTION OF SITE BEFORE TENDERING:

Before submitting a tender, the tenderer will be deemed to have satisfied him by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works.

1.1.9.0 SIGNING OF TENDER:

When work is tendered for by a firm or company of contractors, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

The Railways will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be charged to the Contractor.

1.1.10.0 EARNEST MONEY AND SECURITY DEPOSIT:

1.1.10.1 Earnest Money:

The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender under the condition of tender are as follows. The earnest money shall be revised as per the estimated tender value as indicated in the Table given below. The earnest money shall be rounded to the nearest Rs.10. this earnest money shall be applicable for all modes of tendering.

Value of the work (Tender value)

EMD

For works estimated to cost up to Rs.1 crore For works estimated to cost more than Rs.1 crore.

2% of the estimated cost of the work. Rs.2 Lakhs plus ½% (half percent) of the excess of the estimated cost of work beyond Rs.1 Crore subject to a maximum of Rs.1 crore.

The Earnest Money referred to above shall be accepted in the following forms:-

- 1. In cash, to be deposited with the Chief Cashier, Central Railway, CST Mumbai and submission of Original Receipt along with the tender.
- 2. Deposit Receipts, Pay Orders, Demand Drafts drawn in favour of Workshop Accounts Officer, Carriage Workshop/Matunga and should be either of the State Bank of India or any of the Nationalized Bank. No confirmation advice from reserve bank of India will necessary.

Earnest Money in the form of Bank Guarantee Bonds shall not be accepted.

Deposit receipts executed by the Scheduled Banks (other than the State Bank of India and the Nationalized banks) approved by the Reserve Bank of India for this purpose. The Railway will not however, accept deposit receipt without getting in writing the concurrence of the Reserve Bank of India.

Tenders unaccompanied by requisite Earnest Money OR Earnest Money received in any other form than those mentioned above, shall be summarily rejected.

In case the tenderer withdraws his offer within the validity date of his offer or fails to execute the contract after acceptance of his tender, the full Earnest Money shall be forfeited.

1.1.10.2 Security Deposit:-

Unless otherwise specified in the special conditions, if any, the security deposit rates of recovery mode of recovery shall be as under:

- (a) Security Deposit for each work shall be 5 % of the contract value.
- (b) The EMD amount paid by the contractor shall be adjusted against SD.
- (c) The balance security deposit shall be recovered from the bills at the rate of 10% of the bill till the desired security deposit amount is recovered.
- (d) Security Deposit will be recovered only from the running bill 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.

Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the Competent Authority shall normally be the authority who is competent to sign the contract. If this 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 S.D., an unconditional and equivocal no claim certificate from the contractor concerned should be obtained.

- (i) 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.
- (ii) In case of contracts of value Rs.50 Crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

1.1.10.3 Earnest Money Consideration:-

The earnest money deposited by the tenderer, against this particular contract will be retained by the Railway as part of security for due and faithful fulfillment of the contract by the contractor.

1.1.10.4 Performance Guarantee (PG):-

The procedure for obtaining Performance Guarantee is out lined below:

- a. The successful bidder shall have to submit a performance guarantee (PG) within 30 (thirty) days from the date of issue of letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in retender for that work.
- b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
 - i. A deposit of cash;
 - ii. Irrevocable Bank Guarantee;
 - iii. Government Securities including state Loan Bonds at 5% 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 Saving Bank;
 - vii. A deposit in the National Savings Certificates;

- viii. Twelve years National Defence Certificates;
- ix. Ten years Defence deposits;
- x. National Defence Bonds and
- xi. Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

<u>NOTE</u>: The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

- c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract Agreement. This P.G. 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 P.G. extended to cover such extended time for completion of work plus 60 days.
- d) The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor."
- e) The Performance Guarantee (PG) shall be released after physical completion of the work based on "Completion Certificate" issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. 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 in his/her individual capacity or as a partner of any other JV/partnership firm.
- g) The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:
 - i. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may; claim the full amount of the Performance Guarantee.
 - ii. Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the clauses/conditions of the Agreement, within 30 days of the service of the notice to this effect by Engineer.
- **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.

1.1.10.5 Interest on EMD:

No interest on Earnest Money or Security Deposit will be paid by Central Railway, Mumbai. Further Central Railway, Mumbai are not responsible for loss of any interest in case of the Fixed Deposit Receipt for any reasons.

1.1.11.0 QUOTING OF RATES:

The Tenderer shall quote his rates in percentage above/below/at par with respect to estimated cost given in the tender and fill up the form given in the tender's schedule of quantities and rates. All the rates for each item of works should be written in words as well as in figures at all the pages wherever applicable. In case of discrepancies between the rates quoted in figures and words. The rate quoted in words will prevail.

1.1.12.0 ERASURE AND ALTERATIONS:

Tenders containing erasure and alterations of the tender documents are liable to be rejected. Any correction made by the Tenderer in his entries must be attested by him.

1.1.13.0 OBLIGATION TO ACCEPT / REJECT:

It shall not be obligatory on the said authority to accept the lowest tender and no tenderer shall demand any explanation for the cause of rejection of his tender.

1.1.14.0 DELIBERATION:-

If the tenderer deliberately gives wrong information in his tender or creates circumstance for the acceptance of his tender, the Railway reserves the right to reject such tender at any stage

1.1.15.0 RETAINING OF CHARACTER OF FIRM:

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

1.1.16.0 NON COMPLIANCE:

Non compliance with any of the conditions set forth herein above is liable to result in the tender being rejected.

1.1.17.0 AUTHORITY TO ACCEPT TENDER:

The authority for the acceptance of the tender will rest with the Dy.Cheif Electrical Engineer (General) who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders.

1.1.18.0 EXECUTION OF CONTRACT AGREEMENT:

- a) The successful Tenderer shall be required to execute an Agreement with the President of India acting through the Dy.Cheif Electrical Engineer (General), Carriage Repair Workshop, Matunga for carrying out the work according to the Preamble, Conditions of contract, Instructions to the tenderers, General Conditions of Contract, Specifications given in the tender papers and as laid by CEE/Central Railway for Works and Materials.
- (b) The Railway reserves the right of not to invite tenders for any work or works, or to invite open or limited tenders, and when tenders are called, to accept a tender in whole or in part or reject any tender or all tenders without assigning reason for any such action
- (c) The Tenderer whose tender is accepted shall be required to appear at the office of the **Dy.Cheif Electrical Engineer (Genl.)MTN, Mumbai 400019**, as the case may be in person, or if a firm or corporation, a duly authorized representative, and execute the contract documents within seven days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the Tender in which case the full value of the earnest money (or equivalent amount from standing earnest money) accompanying the tender, shall stand forfeited without prejudice to any other rights or remedies.
- (d) In the event of any tenderer whose tender is accepted, refuses to execute the contract documents as herein before provided, the Railway may determine that such tenderer has abandoned the contract and thereupon his tender and the acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the earnest money and to recover the liquidated damage for such default.
- (e) Every contract shall be complete in respect of the documents it shall constitute. Not less than 6 copies of the contract documents shall be signed by the competent authority and the contractor and one copy given to the contractor.
- (f) The earnest money deposited by the successful tenderer shall be forfeited if the contractor fails to execute the Agreement or fails to start the work within a reasonable time (to be determined by the Engineer after notification of the acceptance of his tender).

1.1.19.0 COMPLETION:

The works are required to be completed within a period of Ten (10) Months including monsoon from the date of issue of acceptance letter.

1.1.20.0 INCOME TAX CLEARANCE CERTIFICATE: Deleted.

1.1.21.0 PARTNERSHIP DEEDS, POWER OF ATTORNEYS ETC.

(a) The tenderer/s shall clearly specify whether the tender is submitted on his behalf or on behalf of the partnership concern. If the tender is submitted on behalf of partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not

be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognizes such power of attorney and changes after obtaining proper legal advise the cost of which will be chargeable to the contractor. The charges have been fixed at Rs. 200/- payable by the tenderer at the time of submitting the power of attorney for scrutiny and advice

- (b) If the power of attorney is not accepted, otherwise than for legal defect, the charges will be refunded. If the Power of Attorney is returned on account of legal defect for correction, separate charges of Rs.50/- for scrutiny of corrected power of attorney will be payable by the tenderer while resubmitting power of attorney. The same charges shall be recoverable for scrutiny of all documents.
- (c) No power of attorney in favor of an individual person will be accepted if it is irrevocable. Power of Attorney in favour of Bank/s will not be accepted at all
- (d) In case, where the power of attorney/partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translator of courts and licensed petition writers should be supplied by the contractor/s while tendering for the work.
- (d) Cancellation or creation or correction of any documents, such as Power of Attorney, Partnership Deed, etc. which may have a bearing on the tender/contract should be communicated forthwith by the tenderer / Contractor in writing, failing which Central Railway, Carriage Workshop, MTN, Mumbai, shall not have responsibility or liability for any action taken on the strength of the said documents.

1.1.22.0 EMPLOYMENT OF RETIRED RAILWAY EMPLOYEES.ETC.:-

- (a) Should a tenderer be retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the Executive or administrative capacity, or whether holding a personal post or not, in the Engineering Department of any of the Railway owned and administered by the President of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired Engineer or a retired Gazetted officer as aforesaid, or should a tenderer being as incorporated company have any such retired Engineer or retired Officer as one of its directors, or should a tenderer have in his employment any retired Engineer, or retired gazetted Officer as aforesaid the full information as to the date of retirement of such Engineer or gazetted officer from the said service and in cases where such Engineer or Officer has not retired from Government service at least two years prior to the date of the submission of the tender as to whether permission for taking work with such contractor, if the contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, or to take employment under the contractor has been obtained by the tenderer or the engineer or the officer as the case may be from the President of India or any officer duly authorized by him in this behalf shall be clearly stated in written at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired engineer or retired gazetted officer is so associated with tenderer, as the case may be, shall be rejected.
- (b) Should a Tenderer be an individual on the list of approved Contractors, have a relative employed in gazetted capacity in the Railways or, in the case of a partnership firm or company incorporated under the India Company Law should a partner or a relative or the partner or a share holder or a relative of a share holder be employed in gazetted capacity

in the Railways, the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tenders may be rejected, or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provisions in Clause 62 of the General Conditions of Contract.

1.1.23.0 BINDING OF ORIGINAL OFFER IN CASE OF NEGOTIATIONS:

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.

1.1.24.0 SUBMISSION OF TENDER:

Tender papers must be enclosed in sealed cover, Super-scribed <u>"Tender for (name of work as per Tender notice/Tender document)"</u> and must be sent by registered post to the address of Dy.Chief Electrical Engineer (Genl.), Carriage Repair Workshop, Matunga Mumbai-400019 so as to reach his office not later than 15.00 hours on 07.03.2012 or deposited in the special box allotted for the purpose in the office of Dy.Chief Electrical Engineer(Genl.), Carriage Repair Workshop, Central Railway Matunga, Mumbai-400019. This box will be sealed at 15.00 hours on 07.03.2013 and will be opened at 15.15 hours on 07.03.2013. Those who wish to attend may do so at their own cost.

Tenderer's Signature	
Tenderer's seal with Designation	
Date	Dry Chief Electrical Engineer (Conl.)
	Dy.Chief Electrical Engineer (Genl.), Matunga,Mumbai-400 019.

PART - I CHAPTER - II CONDITIONS OF CONTRACT

PART – I CHAPTER - II CONDITIONS OF CONTRACT

Para No.		Subject
1.2.1.	•••	Scope
1.2.2		Conditions of contract
1.2.3		Purchaser's Representative
1.2.4		Contractor's Representative
1.2.5		Contractor's Office & Address
1.2.6	•••	Purchaser's Address
1.2.7	•••	Deleted
1.2.8		Taxes
1.2.9		Bribery
1.2.10		Railway Pass
1.2.11		Laws of India
1.2.12		Force Majeure
1.2.13		Notice under Local News
1.2.14		Determination of Contract, Insolvency, Liquidation, Breach of Contract
1.2.15		Loss in Transit
1.2.16		Agreement
1.2.17		Security Deposit
1.2.18		Scheme of Work
1.2.19		Quality Assurance Programme in Supply & Erection
1.2.20		Specified Railway Stores such as Equipments, Components, Fittings and Other Materials.
1.2.21		Other Railway Stores
1.2.22		Contractor's Organisation
1.2.23	•••	Contractor's Drawings, etc.
1.2.24		Sub-contractors
1.2.25		Quality Assurance
1.2.26		Crane special
1.2.27		Wiring train
1.2.28		Traffic block
1.2.29	•••	Default and Delay

Para No.		Subject
1.2.30		Loss Sustained due to Default and Delay
1.2.31		Correctness of Work and Materials.
1.2.32		Contractor's Responsibility for Discrepancy
1.2.33		Additions and Alterations to Erected Equipment
1.2.34	•••	Quantum of Work and Materials
1.2.35	•••	Competent Supervisors
1.2.36	•••	Training of Purchaser's Staff
1.2.37		Work by Other Agencies
1.2.38		Access to Work Site
1.2.39		Infringement of Patents
1.2.40		Insurance
1.2.41		Accidents
1.2.42	•••	Contractor's Liability for Costs and Damages.
1.2.43		Safety Measures
1.2.44		Recovery for Delay in Completion
1.2.45		Extension Time
1.2.46		Provisional Acceptance
1.2.47		Defective Equipments to be Changed
1.2.48		Use of Rejected Equipments
1.2.49	•••	Guarantee
1.2.50		Final Acceptance
1.2.51	•••	Payment
1.2.52	•••	Site Clearance
1.2.53		Equipments, Components and Materials Received for Work.
1.2.54	•••	Settlement of dispute and demand for arbitration
1.2.55		Deleted
1.2.56	•••	Refund of security deposit
1.2.57		Issue of identity cards to contractor's labours
1.2.58		Supervisor
1.2.59		Disaster management
1.2.60		Issue of materials to the contractor.
1.2.61		Standing Indemnity Bond.

PART - I CHAPTER - II CONDITIONS OF CONTRACT

1.2.1. 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.

1.2.2. CONDITIONS OF CONTRACT:

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:

- i) System of tendering
- ii) Preamble and scope of work to the Tender Papers.
- iii) Instructions to Tenderers and conditions of Tendering, as included in Part I, Chapter I
- iv) Conditions of contract, as included in this chapter.
- v) General conditions of contract. January 1999 of Electrical department as amended from time to time.
- vi) Prices and Payments, as included in the tender
- vii) Explanatory notes of Schedule and Schedule of prices and quantities.
- viii) Annexure under Part-III and as modified or amended by the letter of acceptance of the tender.

1.2.3. 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.

1.2.4. CONTRACTOR'S REPRESENTATIVE:

The Contractor's Representative shall be a person as defined in Part-I, Chapter-I.

1.2.5. CONTRACTOR'S OFFICE & ADDRESS:

The Contractor shall within a month of issue of letter of acceptance of Tender, establish an office at a convenient place for progressing designs and drawings and field works, expeditiously, in consultation and with approval of the Purchaser. He 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.

1.2.6. PURCHASER'S ADDRESS:

The list of addresses to which correspondence and documents relating to the contract to be made are as under:

I. For security deposit/Financial matters:
 Workshop Accounts Officer,
 Carriage Repair Workshop, C.Rly.,
 Matunga, Mumbai 400 019.

II. For contract execution:Dy.Chief Elect. Engineer (General),Carriage Workshop, C.Rly.,Matunga, Mumbai-400 019.

1.2.7. DELETED

1.2.8. 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.
- (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.

1.2.9. 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 money otherwise due to the Contractors under this or any other Contract as envisaged under para 1.2.42. 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.

1.2.10 RAILWAY PASS:

No Railway pass for the conveyance of the Contractor or his agents or his labour and/or stores will be granted.

1.2.11 LAWS OF INDIA:

- (a) This contract shall be governed by the laws for the time being in force in the Republic of India.
- (b) Deleted.

1.2.12 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, any Statute, Statutory Rules, regulations, orders or requisitions issued by any Government Department or competent authority or acts of God (thereinafter 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 60 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 and 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.

1.2.13 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 way leaves, 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.

1.2.14. DETERMINATION OF CONTRACT:

(a) Notwithstanding the provisions under para 1.2.12 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 the security Deposits, the Purchaser shall be entitled to have the work of remainder thereof performed, executed and / or carried out by any other agency at the cost and the risk of the Contractor and hold 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 pension able 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 authorized 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

- (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 the Directors was such a retired engineer or retired officer, or
- (vi) 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-organization, 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 1.2.29 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.

(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 Railways decision on the necessity and propriety of such expenditure shall be final and conclusive.

1.2.15. LOSS IN TRANSIT

If loss or damage occurs to the stores or any part thereof during transit by rail, the Contractor shall have only such remedy as is available to the public against the carrier under the Indian Railways (Amendment) Act 1961, No.39 of 1961.

1.2.16. 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 Part IV (Form 'E').
- (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 reasons 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.
- (d) Until a formal agreement is prepared and executed, acceptance of this letter shall constitute a binding Contract between us for this work.

1.2.17. SECURITY DEPOSIT:

Unless otherwise specified in the special conditions, if any, the security deposit rates of recovery mode of recovery shall be as under:

- (a) Security Deposit for each work shall be 5 % of the contract value.
- (b) The EMD amount paid by the contractor shall be adjusted against SD.
- (c) The balance security deposit shall be recovered from the bills at the rate of 10% of the bill till the desired security deposit amount is recovered.

(d)Security Deposit will be recovered only from the running bill 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.

Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the Competent Authority shall normally be the authority who is competent to sign the contract. If this 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 S.D., an unconditional and equivocal no claim certificate from the contractor concerned should be obtained.

- (i) 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.
- (ii) In case of contracts of value Rs.50 Crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

1.2.18. 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 the Dy.Chief Electrical Engineer (General), Central Railway, Carriage Workshop, MTN the following documents.
 - (i) Detailed time schedule for design and submission of various documents are enumerated in Part-II Chapter-IV. The comprehensive schedule shall be planned in a manner such that the entire basic designs and drawings for the group/s is/are accepted by the Purchaser within a period not exceeding one third of the total period allowed for and working drawings, within a period not exceeding two third of the total period allowed for completing the work. This period shall be reckoned from the date of issue of the letter of Acceptance of Tender. The schedule shall take into account the time required for study by the Purchaser who reserves for this purpose 30 days for verifying the designs and drawings.
 - (ii) A detailed time schedule shall be in form of a PERT network consisting of adequate numbers of activities covering key phases of work for each section. The network shall indicate the interface facilities and materials to be supplied by the Purchaser and dates by which those are required. The planning for each stage of work shall be done in the order of priority as given by the Purchaser and should be such as to complete the entire work within the stipulated period.

(b) Works to be done as Approved:

The planning shall be finalized in consultation with the Purchaser and approved by the latter in writing before commencement of the work and the Contractor shall be held responsible for the execution of the work in full compliance with approved design and drawings. Designs and drawings modified at site by the Purchaser's Engineers shall be treated as approved. However, such modifications shall be incorporated in the designs and drawings and resubmitted for formal approval.

(c) Monthly Progress Report:

The contractor shall furnish to the **Dy.Chief Electrical Engineer** (**General**), **MTN**, or his successor / nominee during the first week of every calendar month, a progress report showing progress of finalization of designs and drawings, materials and equipment received at site and the works carried out during the preceding month and up-to-date progress of these items along with the total quantum of designs and drawings, materials and equipments and the works required for the contract.

(d) For finalizing the scheme of work out-lined in above sub-paras the Contractor shall make use of the latest network analysis techniques like CPM technique, PERT chart etc.

1.2.19. QUALITY ASSURANCE PROGRAMME IN SUPPLY AND ERECTION:

- (a) All materials used in the work shall be of the best quality and of the class most suited for the purpose specified and procured from the approved sources.
- (b) Quality of Materials and Erections:

All type of work carried out shall also be of the best quality acceptable to the Purchaser.

1.2.20. SPECIFIED RAILWAY STORES: DELETED.

1.2.21 OTHER RAILWAY STORES:

If any material is supplied by the purchaser either at the Contractor's request or suo-moto in order to prevent any possible delay in the execution of the works likely to occur due to the Contractor's inability to make adequate arrangements for supply thereof or otherwise recovery will be made from contractor's bill at the book rate or the market rate, prevailing at the time of supply whichever is higher plus 5% on account of initial freight and 2% on account of incidental charges together with supervision charges at 12 ½% of the total cost inclusive of material, freight and incidental charges or Schedule-3 (on account) rate, whichever is higher. Freight between the purchaser's source of supply and the contractor's depot or rail head shall be to the contractors account. If, however, the material required by the contractor is not available in Purchaser's stock or the purchaser decides not to supply the same that for whatever reason, the purchaser shall not be bound to arrange for the supply at cost quoted above or at any other cost not will this fact be accepted as on excuse for delay in execution of works.

If Railway material is returned back on approval of purchaser by the contractor then also above mentioned percent [5, 2 and 12.5 %] charges shall be deducted from bill of contractor.

Note:

Before issue of Railway supply materials as per clause No. 1.2.20 and 1.2.21, the contractor will have to submit Bank Guarantee(s) issued by any Nationalized or Scheduled Bank in favour of the purchaser for an amount equal to 10% of the cost of materials supplied by Railway. Issue of Railway, supply material will be done in stage such that value of un-erected Railway material in contractor's custody does not exceed the value of B.G. available with purchaser. Freight between purchaser's source of supply and the contractor's depot and to site of work shall be to the contractor account. If amount of B.G. is found to be inadequate to cover the cost of Railway material to be issued for satisfactory progress of work, B.G. for the additional amount will be required to be given by the contractor and in case the contractor is not in a position to submit B.G. for additional amount, equivalent amount shall be withheld amount from payments due to the contractor at the time of issue of materials. Additional B.G. or with held amount as the case may be returned as soon the same is not required. B.G. shall be furnished at least 15 days in advance of the date of issue of materials as decided by the purchaser's representative to undertake the erection activity. B.G shall be valid for one year beyond the date of completion period as mentioned in the letter of Acceptance. The B. G will be released after the material reconciliation done as per clause No. 1.3.9.0 of price bid. It will be the sole responsibility of the contractor to extend the validity of the B.G. if required well in time. If the B.G./B.G.s is/are not extended as explained above the purchaser will have right to en-cash it is respectively. Contractor shall also submit Indemnity Bond for full cost of material as well as take insurance policy as per clause No.1.2.40. Immediately after issue of Letter of Acceptance, the contractor shall obtain the details of cost of various Railway supply materials from the purchaser to enable them to furnish the required B.G. and take insurance policy(s) before taking over the materials in their custody.

1.2.22 **Deleted.**

1.2.23. CONTRACTOR'S DRAWINGS ETC:

Any calculations, designs, drawings, schedules, information, data, progress charts etc. required by the Purchaser's Engineer in connection with the contract shall be furnished by the Contractor at his own expenses. The Contractor will not be required to furnish drawings, designs and calculations etc. for basic designs and employment schedules provided by the Purchaser in case no modification/deviation is required for a particular basic design/employment schedule. In case of new developments in designs, comments on Research Designs and Standards Organization (hereinafter called R.D.S.O.)'s basic drawings/designs/employment schedules will be submitted by the contractor to the Purchaser. If the RDSO's drawings/designs/employment schedule is not revised, Contractor need not submit drawings/designs/employment schedules to the purchaser. In the event of Contractor suggesting any alteration/deviation in standard drawings, he shall submit the retraced drawings with full calculations and justification of the change to the Purchaser. The Purchaser if convinced of the need of the alteration, shall approach RDSO for necessary approval.

1.2.24. SUB-CONTRACTORS:

DELETED.

1.2.25. QUALITY ASSURANCE MATERIALS:

(a) All the equipments, materials, fittings and components will be subject to quality control programme of the manufacturer, being part of the quality Assurance programme of the Contractor. The materials may also be inspected by the Purchaser or his representative (RITES etc) either at the manufacturer's works or at the Contractor's depot.

The Purchaser or his representative (RITES etc) shall have the right to be present during all the stages of manufacture and shall be accorded free of charge all reasonable facilities for inspection and testing as well as to examine the stage inspection report of the manufacturer in addition to the quality audit which the Contractor may institute as a part of his programme so as to satisfy himself that the materials are in accordance with specifications, approved

(b) Erection:

All erection work will also be subjected to the Quality Assurance Programme including inspection by the Purchaser or his representative to ensure that the work is done in accordance with the specifications and approved drawings and designs and Purchaser's prescribed Quality Assurance Standards.

drawings and designs and Purchaser's prescribed quality Assurance Standards. Charges for

(c) Expenses of Purchaser's Representative:

the RITES inspection shall be borne by the contractor.

All the expenses of Purchaser's representative shall be borne by the Purchaser whether the inspected material is finally utilized in work or not.

- (d) The decision of the General Manager or his successor shall be final in respect of acceptability or otherwise of any material, fittings, components or equipments required for the work.
- (e) Deleted.

1.2.26. CRANES SPECIAL:

DELETED.

1.2.27. WIRING TRAIN:

DELETED.

1.2.28. TRAFFIC BLOCKS:

DELETED.

1.2.29. DEFAULT AND DELAY:

If the contractor should: -

- (i) become bankrupt or insolvent or
- (ii) Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or
- (v) assign the contract or any part thereof otherwise than as provided in clause 7 of these conditions or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (vi) fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these conditions, or
- (x) Fail to take steps to employ competent or additional staff and labour as required under clause 26 of the conditions, or
- (xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under clause 28 of the conditions, or
- (xii) promise, offer or given any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xiii) (A) At any time after the tender relating to the contract has been signed and submitted by the contractor, being a partnership firm admit as one of its partners or employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ 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, or whether holding any pensionable post or not, in the Engineering Department of the Railways for the time being owned and administrated 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 authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

- (A) Fail 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 incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or
 - (e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make 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 or to seek employment under the Contractor.

Then and in any of the said cases, the Engineer on behalf of the railway may serve the Contractor with a notice in writing to that effect and if the Contractor does not within 7 days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice and after expiry of 48 hours notice a final termination notice should be issued and contract will be terminated and will adopting the action as per item (d) to (f) of clause No.1.1.10.4.

1.2.30. LOSS SUSTAINED DUE TO DEFAULT AND DELAY: Deleted.

1.2.31. CORRECTNESS OF WORK AND MATERIALS:

- (a) The Contractor shall be solely responsible for the correctness of the position, levels and dimensions of the works according to approved drawings, notwithstanding that he may have been assisted by the Purchaser or his men in setting out the same.
- (b) If any dimension figured upon a drawing differs from that obtained by scaling the drawing, the figured dimension should be normally taken as correct, unless it is prima facie mistake. But all such cases shall be brought to the notice of the Purchaser's Engineers and the discrepancy set right before execution.

1.2.32. CONTRACTOR'S RESPONSIBILITY FOR DISCREPANCY:

- (a) All designs and drawings submitted by the contractor shall be based on a thorough study and shall be such that the contractor is satisfied about their suitability. The Purchaser's approval will be based on these considerations, not withstanding the approval communicated by the Purchaser, during the progress of the contract for designs and drawings, prototype samples of components, materials and equipment after inspection of materials, after erection and adjustments to installations, the ultimate responsibility for correct design and execution of work shall rest with the contractor unless the Purchaser insists on adoption of his own designs in spite of the contractor not being agreeable to it.
 - (b) The contractor shall be responsible for and shall bear and pay the costs for any alteration of works arising from any discrepancies, errors or omissions in the designs and drawings supplied by him, whether such designs and drawings have been approved by the Purchaser or not

1.2.33. ADDITIONS AND ALTERATIONS TO ERECTED EQUIPMENT: DELETED.

1.2.34. QUANTUM OF WORK AND MATERIALS:

Variation in Quantity

- 1. Individual NS Items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
- 2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
 - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an Officer of the rank not less than S.A. grade;
 - i.Quantities operated in excess of 125% but upto 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 upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - iii. Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (b) The variation in quantities as per the above formula will apply only to the individual items of the contract and not on the overall contract value.
 - (c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO/FA&CAO(C) and approval of General Manager.
 - 3. In cases where decrease is involved during execution of contract:
 - i. The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.

- ii. For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decreases in the quantities.
- iii. It should be certified that the work proposed to be reduced will not be required in the same work.
- 4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
- 5. No such quantity variation limit shall apply for foundation items.
- 6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
- 7. For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
- 8. For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.
- 9. For tenders accepted by Board Members and Railway Ministers, variations upto 110% of the original agreement value may be accepted by General Manager.
- 10. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

1.2.35 COMPETENT SUPERVISORS:

- a) The erections of all equipment according to the specifications will be done by the Contractor at his cost. For this purpose, the Contractor shall employ competent representatives to supervise the erections of the equipment and the carrying out of the works at all stages. The said representatives shall be present at site during working hours and any written orders or instructions which the Purchaser's Engineers may give to the said representative of the Contractor shall be deemed to have been duly given or communicated to the Contractor.
- b) The Contractor or his representative will accompany the Purchaser's Engineers on Inspection or proceed to their offices whenever called upon to do so.
- c) The Contractor's representative shall give the necessary direction to his workmen and ensure that they execute their work in sound and proper manner. He shall employ only such supervisors, workmen and labour for the execution of any of the works as are careful and skilled in their respective trades and callings. If and whenever required by the Purchaser's Engineer the Contractor shall submit a correct return showing the names of all personnel employed by him for the contract.
- d) In the event of the Purchaser's Engineer being of the opinion that the Contractor is not employing a sufficient number of the competent staff as is necessary for the proper execution of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect take on the additional number of staff as advised by the Purchaser's Engineer.

1.2.36 TRAINING OF PURCHASER'S STAFF:

DELETED.

1.2.37 WORK BY OTHER AGENCIES:

- (a) Deleted.
- (b) Deleted.
- (c) Deleted.
- (d) Deleted
- (e) Deleted.
- (f) Deleted.
- (g) Deleted.

1.2.38 ACCESS TO WORK SITE

- (a) Access to the site for the purpose of this contract shall be accorded to the contractor by the purchaser at prescribed timings. In the execution of the work no person other than the contractor or his duly appointed representative or approved sub-contractor and bona-fide workmen shall have access to the site. Access to the site of work at prescribed timings 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 authorized 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, approved sub-contractor's supervisors, 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.

1.2.39 INFRINGEMENT OF PATENTS

- (a) The contractor is forbidden to use any patents or registered drawings, processes or patterns in fulfilling his contract without the previous consent in writing of the owner of such patents, drawings, patterns or trademarks, except where these are specified by the purchaser himself. Royalties where payable for the use of such patented processes, registered drawings or patterns shall be borne exclusively by the contractor. The contractor shall advise the purchaser of any proprietary rights that may exist on such processes, drawings or patterns, which he may use of his own accord.
- (b) In the case of patents taken out by the contractor of the drawings or patterns registered by him, or of those patents, drawings or patterns for which he holds a license, the signing of the contract automatically gives the purchaser the right to repair by himself the purchased articles covered by the patent or by any person or body chosen by him and to obtain from any sources he desires the component parts required by him in carrying out the repair work. In the event of infringement of any patent rights due to above action of the Purchaser, he shall be entitled to claim damages from the Contractor on the grounds of any loss of any nature which he may suffer e.g., in the case of attachment because of counterfeiting.

(c) **Indemnification by Contractor:**

In the event of any claim or demand being made or action being brought against the Purchaser for infringement of latter patent in respect of any equipment, machine, plant, work or thing used or supplied by the Contractor under this contract or in respect of any method of using or working by the Purchaser of such equipment, machine, plant, work or thing, the Contractor shall indemnify the Purchaser and keep him indemnified and harmless against all claims, costs, charges and expenses arising from or incurred by reason of such claim provided that the Purchaser shall notify the Contractor immediately after any claim is made and that the Contractor shall be at liberty, if he so desires with the assistance of the Purchaser if required but at the Contractor's expense, to conduct all negotiations for the settlement of the same or any litigations that may arise there from and PROVIDED THAT no such equipment, machine, plant, work or thing shall be used by the Purchaser for any purpose or in any manner other than that for which they have been supplied by the Contractor and specified under this contract.

1.2.40 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 statue in respect of accidents to persons who shall be employed by the Contractor in or about the site of the Contractor's Offices for the purpose of carrying out the works on the site. The Contractor shall also take out and keep in force a policy or policies of Insurance against all recognized risks to their offices and depots. Such insurance shall in all respects be to the approval of the Purchaser and if he so requires in his name.
- (b) Deleted.
- (c) Deleted.
 - NOTE: Deleted.
- (d) The Contractor shall take out all insurance covers in connection with this contract with the General Insurance Corporation of India only.
- (e) Deleted.
- (f) Deleted.

1.2.41 ACCIDENTS:

- (a) The Contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the purchaser at all times indemnified and protected against all claims made and liabilities incurred under Workmen's Compensations Act, the Factories Act and the Payment of Wages Act and rules made there under 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, claims, demands, costs, charges or expenses arising in connection with any death or injury sustained by 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.
- (c) The Contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by bad design, workmanship, material or negligence on the part of the Contractor and further the liability of the Contractor will be limited to Rs. 25 lakhs for any one accident.

- (d) The Contractor shall be responsible for all repairs and rectification of damages to traction installations erected or under erection due to railway accidents, thefts, pilferage or any other cause, without delay to minimize or to avoid traffic detentions, in a section until the installations are provisionally handed over to the Purchaser (See para 1.2.46).
- (e) Deleted.
- (f) Deleted.

1.2.42 CONTRACTOR'S LIABILITY FOR COSTS AND DAMAGES

i. Withholding and lien in respect of sums claimed

Whenever any claim or claims for payment of a sum of money arises out 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 Security, if any, deposited by the contractor and for 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 amounts 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 amounts referred to supra, from any sum or sums found payable or which at anytime thereafter may become payable to the contractor under the same contract or any other Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or money so withheld or retained under the lien referred to by 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 on 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 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.

ii. Lien in respect of claims in other Contracts:

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 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.

- iii. However, recovery of claims of Railway in regard to terminated contracts may be made from the final bills. Security Deposits and Performance Guarantee of other contract or contracts executed by the contractor. The Performance Guarantee submitted by the contractor against their contracts if required, may be withheld and encashed. In addition, 10% of each subsequent "on-account bill" may be withheld, if required, for recovery of Railway's dues against the terminated contract.
- iv. 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.

1.2.43 SAFETY MEASURES

- (a) The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving or working on the Railway premises, but shall then confirm to the rules and regulations of the Railway. If and when, in the course of the work there is likely to be any danger to persons in the employment of the contractor due to running traffic while working in the Railway siding and premises, the contractor shall provide necessary protection i.e. Flagmen, Flag etc. required in block working. Competency for the above shall, however be given by the Railway authorities. The purchaser shall remain indemnified by the contractor in the event of any accident occurring in the normal course of work, arising out of the failure of the contractor or his men to exercise reasonable precaution at all places of work.
- (b) Deleted.
- (c) Deleted.
- (d) Deleted.
- (e) The contractor shall abide by all Railway regulations in force for the time being and ensure that the same are followed by his representatives, agents or sub-contractors or workmen. He shall give due notice to his employees and workers about provision of the para.
- (f) Deleted.
- (g) The work must be carried out most carefully without any infringement of the Indian Railway Act or the General and Subsidiary Rules in force on the Railway in such a way that they do not hinder Railway Operation or affect the proper functioning or damage any Railway equipment, structure or rolling stock except as agreed to by the purchaser, provided that all damage and disfiguration 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 shall be recovered from the contractor.
- (h) If safety of track or track drainage etc. is affected as a consequence of works undertaken by the contractor, the contractor shall take immediate steps to restore normal conditions. In case of delay, the purchaser shall, after giving due notice to the contractor in writing, take necessary steps and recover the costs from the contractor.
- (i) More ever, if any time the works to be carried out directly concern the safety of trains, the contractor's staff must comply fully with Railway regulations given to him by the authorized Railway staff. The contractor's employees and workers may for no reason operate an installation concerning train safety or train movement. They shall notify the authorized representative of the purchaser who will take all necessary steps in this regard.
- (k) Deleted.
- (l) The contractor's liability to meet third party claims of the type outlined above will be applicable only in cases where accidents have been caused by bad design, workmanship, material or negligence on the part of the contractor and further the liability of the contractor will be limited to Rs.25 lakhs for any one accident.
- (m) The contractor shall ensure that un-authorized, careless or inadvertent operation of switch gear, which may result in accident to staff and/or damage to equipment, does not occur.
- (n) The contractor shall abide by all instructions issued by the purchaser from time to time in connection with protection/safety of track/Railway installations/personnel as well as quality

control. The contractor should not leave the excavated pits unfilled overnight. Due to any reason if it become necessary to leave the pit unfilled overnight, it should be filled back effectively with sand bags to the satisfaction of the purchaser's representative.

1.2.44 RECOVERY FOR DELAY IN COMPLETION

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the work must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in clause 1.2.12 the Railway may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to ½ of 1% of the contract value of the works for each week or part of the week.

For the purpose of this clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition, shall not exceed the under noted percentage value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

- (i) For contract value up to Rs. 2 lakhs 10% of the total value of the contract.
- (ii) For contracts valued above Rs.2 lakhs 10% of the first Rs.2 lakhs and 5% of the balance.

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's security deposit and rescind the contract under clause 1.2.29 of these conditions, whether or not actual damage is caused by such default.

1.2.45 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 Electrical Engineer (Genl.) MTN shall allow such additional time as he may in his absolute discretion consider to be reasonably justified by the circumstances of the case. Such extension shall be granted by the Purchaser in the Form No.17. The Contractor will apply for extension at least two months before the expiry of the

period of completion.

1.2.46. PROVISIONAL ACCEPTANCE: DELETED

1.2.47 DEFECTIVE EQUIPMENTS TO BE CHANGED

(a) Notwithstanding the issue of Provisional Acceptance Certificate and partial or full use of any equipment, if the completed equipment or any portion thereof before it finally taken over at the

end of the guarantee period be found to be or to have become defective in course of usage by the Railway due to faulty material, design or workmanship, or otherwise fails to fulfill the requirement of the contract and/or its purpose, the purchaser shall normally give the contractor prompt notice setting forth the particulars of each defects or failure and the contractor shall forthwith make the defects good or modify or replace the equipment, as may be directed by the purchaser's Engineer, at his own cost in all respects to make comply satisfactorily with the said requirements. Should the contractor fail to do within a reasonable time the service of the said notice upon him or should time not permit of service of such notice, the purchaser may repair or reject and replace the whole or part of such defective equipment as the case may be, at the cost of the contractor. The contractor's full liability under this clause shall be satisfied by the payment to the purchaser of the extra total cost, if any, of such replacement delivered and erected as provided for in the original contract, such extra cost being the ascertained difference between the price paid by the purchaser under the provisions above mentioned for such replacement and the contractor's price for the plant so replaced, plus the sum, if any, paid by the purchaser to the contractor in respect of such defective equipment. Should the purchaser not so replace the rejected equipment within a reasonable time, the contractor's liability under this clause shall be satisfied by the repayment by the contractor of all money paid by the purchaser to him in respect of such rejected equipment. Rejected/defective materials shall be returned to the contractor to the extent possible.

(b) Provisions of this para will apply only in respect of the equipments and components supplied by the contractor or his sub-contractor.

1.2.48 USE OR REJECTED EQUIPMENT

In the event of such rejection as aforesaid, the purchaser shall, without prejudice to his other rights and remedies and, in particular, without prejudice to his right under the clause just preceding, be entitled to the use of the rejected equipment for a time reasonably sufficient to enable him to obtain other replacement equipment. During such period, if the rejected equipment is used commercially, the contractor shall not be entitled to the payment on energization (1.2.14) until such rejected equipment is rectified and/or replaced, but the purchaser shall not be entitled to claim any damages arising out of rejected equipment in respect of such period.

1.2.49 GUARANTEE

- (a) The contractor shall guarantee satisfactory working of the installations erected by him for a period of **12 Twelve months** from the date of commercial operation or from the date of Provisional Acceptance by the purchaser whichever is earlier. The guarantee for spares should be coincident with the guarantee for erected equipment.
- (b) During the period of guarantee the contractor shall keep available an experienced engineer and necessary equipment to attend to any defective installations resulting from defective erection and/or defects in the equipment supplied by the contractor. This engineer shall not attend to rectification of defects which arise out of normal wear and tear and come within the purview of routine maintenance work. The contractor shall bear the cost of modifications, additions or subtractions that may be considered necessary due to faulty materials, design or workmanship for the satisfactory working of the equipment. The final decision shall rest with General Manager /Chief Electrical Engineer or his successor(s)/nominee.

- (c) During the period of guarantee, the contractor shall be liable for the replacement at site of any parts which may be found defective in the equipment whether such equipment be of his own manufacture or those of his sub-contractor, whether arising from faulty design, materials, workmanship or negligence in any manner on the part of the contractor provided always that such defective parts as are not repairable at site are promptly returned to the contractor if so required by him at his (contractor's) own expenses. In case of type defects in contractor's equipment and components detected during guarantee period, contractor should replace all such items irrespective of the fact whether all such items have failed or not. The contractor shall bear the cost of repairs carried out on his behalf by the purchaser at site. In such a case, the contractor shall be informed in advance of the works proposed to be carried out by the purchaser.
- (d) If it becomes necessary for the contractor to replace or renew any defective portion of the equipment under the para aforesaid then the provisions of the said para shall also apply to the portions of the equipment so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period (see sub-para 1.2.49(a)) whichever is later. Such extension shall not apply in case of defects of a minor nature, the decision of the General Manager or his successor/nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period the purchaser may proceed to do work at the contractor's risk and expenses, but without prejudice to any other rights and remedies which the purchaser may have against the contractor in respect of such defects or faults.
- (e) The repaired or renewed parts shall be delivered and erected on site free of charge to the purchaser.
- (f) Any materials, fittings, components or equipments supplied under 1.2.34 shall also be covered by the provisions of this paragraph. The liability of the contractor under the guarantee will be limited to re-supply of equipments, components and fittings made under 1.2.34. Such re-supply shall be effected at the contractor's depot or, in the event of closure of the depot, at the stores depot of the Engineer-in-charge of maintenance of overhead equipment of the section covered by the contract.
- (g) In the case of materials, components, fittings and equipments supplied by the purchaser under 1.2.20(b), no liability will rest on the contractor for failures on account of defective materials or workmanship and for any consequential damages. Such defective materials, if not yet erected on line, will be returned by the contractor to the purchaser and such quantities will be considered for the purpose of final reconciliation.

1.2.50 FINAL ACCEPTANCE

- (a) The final acceptance of the entire equipment installed on the group shall take effect from the date of expiry of the period of guarantee as defined in paragraph 1.2.49 of the expiry of the last of the respective periods of guarantee of various sections for which provisional acceptance certificates are issued or brought into commercial operation, provided in any case that the contractor has complied fully with his obligations under clause 1.2.49 in respect of each section of the group, provided also that the attention has been paid by way of maintenance by the purchaser.
- (b) If on the other hand the contractor has not so complied with his obligation under para 1.2.49 in respect of any section, the Purchaser may either extend the period of guarantee in respect of that section until the necessary works are carried out by the Contractor or carry out those works or being them carried out suo-motto on behalf of the Contractor at the Contractor's expenses. After expiry of the period of guarantee for each section, a certificate of final acceptance for the section shall be issued by the Purchaser and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Purchaser.
- (c) The Purchaser shall not be liable to the Contractor for any matter arising out of or in connection with the contract or execution of the work unless the Contractor shall have made a claim in writing in respect thereof before the issue of final acceptance certificate under this clause. Notwithstanding the issue of final acceptance certificate, the Contractor and the Purchaser (subject to sub-clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of final acceptance certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties hereto.

1.2.51. PAYMENT:

Payments will be governed by the terms specified in part-I, Chapter III 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.

- (i) The Contractor shall, whenever required, produce or cause to be produced for examination by the Purchaser any quotation/invoice, cost of other account, book of account, voucher, receipt letter, memorandum paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this Contract (the decision of the Purchaser on the question of relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required, to prove to the Purchaser, that materials supplied by him are in accordance with the specifications laid down in the contract.
 - (ii) If any portion of the work be carried out by a sub-contractor or any subsidiary or allied firm or company the Purchaser shall have power to secure the books of such sub-contractor or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection. The Contractor should seek prior permission from the Purchaser for subletting whole and/or part of the work to any sub-contractor.
 - (iii) The obligations imposed by sub-clauses (i) and (ii) above are without prejudice to the obligation of the Contractor under any statute, rules or order binding to the Contractor or other conditions of the Contract.
 - (iv) It is an agreed term of the contract that the Purchaser reserves to itself the right to carry out 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 over payment to him is discovered to have been made in respect of any work done or alleged to have been done by him under the contract.

1.2.52. SITE CLEARANCE: DELETED.

1.2.53. EQUIPMENTS, COMPONENTS AND MATERIALS RECEIVED FOR WORK

The Contractor shall utilize all equipments, components or materials, procured specifically for the purpose of execution of the work, in the work or other requirements. Any surplus materials left over at the end of the work shall not be disposed off without prior approval of the Purchaser in writing. The Purchaser may within a period of six months from the date of provisional Acceptance of the last section, notify the Contractor of the Purchaser's interest in any or all of the surplus materials and shall have the right to take over the materials at SOR prices. The materials so notified by the Purchaser shall be taken over by the Purchaser and paid for in full. The Contractor may use in any manner deemed fit, only such surplus materials, which are not covered by the Purchaser's notification after getting the approval of the Purchaser in writing.

1.2.54 SETLEMENT OF DISPUTES:

Arbitration and conciliation Act. 1996.

Settlement of Disputes: Indian Railway Arbitration Rules.

CLAUSE 63 & 64 OF G.C.C.-

Clause Nos. 63 & 64 of General Conditions of Contract (GCC) have been revised in view of Promulgation of the Arbitration and Conciliation Ordinance-1996,as under(Rly. Bd.'s L.No.96/CE-1/CT/29 dt.06.08.1997)

- 63. Matters finally determined by the Railway: All disputes and difference 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 GM and the GM shall within 120 days after receipt of the Contractor's representation make and notify decision on all matters for which provision has been made in clauses 8, 18, 22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), and 62(1)to (xiii)(B) of General Conditions of the contract or in any clause of the special conditions of the contract shall be deemed as "excepted matters" (matters not arbitrable) and decisions of Railway authority, thereon shall be final and binding on the contractor, provided further that 'excepted matter' shall stand specifically excluded from the purview of the arbitration clause.
- 64 (1) (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 on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails 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 63 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 then dispute or difference be referred to arbitration.

64(1)(i)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 item-wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set or shall be referred to arbitration and other matters shall not be included in the reference.

64(1)(ii)

- (a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.
- (b) The claimant shall submit his claim stating that 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.
- (c) The Railway shall submit its defense 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.
- (d) The place of arbitration would be within the geographical limits of the Division of the Railway where the clause of action arose or the Headquarters of the concerned Railway or nay other place with the written consent of both the parties.
- **64(1)(iii)**No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal; having due regard to the delay in making it.
- **64(1)(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 Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.
- **64 (2) Obligation during pendancy 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 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.
- **64** (3)(a) (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 **shall** consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below the Grade of J.A. Grade nominated by the General Manager. The Sole Arbitrator shall be appointed within 60 days from the day when a written and valid demand for Arbitration is received by **GM**.
- 64(3)(a)(ii) In cases not covered by clause 64(3) (a) (1), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below J.A. Grade or 2 Railway Gazetted Officers not below JA Grade and a retired Railway Officer, retired not below the rank of SAG Officer, 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 which may also include the name(s) of retired Rly. Officer(s) empanelled to work as Rly. Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of

dispatch of the request by Rly. 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. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the Arbitrators till be necessary to ensure that one of them is from Accounts Department. An Officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers of SA Grade of other Departments of the Railways for the purpose of appointment of Arbitrators.

64(3)(a)(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 earlier Arbitrator/ Arbitrators had been appointed. Such reconstituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).

64(3)(a)(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 may be necessary to enable the Arbitral Tribunal to make the award without any delay. The Arbitral Tribunal should record day-to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.

- **64(3)(a)(v):** While appointing Arbitrator(s) under sub-clause (i), (ii) and (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 to 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 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.
- **64(3) (b)(i)** "The Arbitral award shall state item-wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from."
- **64(3)(b)(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 the interpretation of a specific point of award to Tribunal within 30 days of receipt of the award.
- **64(3)(b)(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.
- 64.4 In case of the Tribunal consisting 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.
- 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.
- 64.6 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 and

the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specially directed by Hon'ble court otherwise on the matter.

1.2.55 DELETED.

1.2.56 REFUND OF SECURITY DEPOSIT:

Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the Competent Authority shall normally be the authority who is competent to sign the contract. If this 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 equivocal no claim certificate from the contractor concerned should be obtained.

1.2.57. Issue of identity cards to contractor's labours.

The identity card should be issued to the contract labours nominated to work in the railway premises by the contractor, indicating Contract No, Name of the person, place of work etc. If identity card is not issued to contract labours, labours will not be permitted to work in the Railway premises. The list of the labour should be submitted to this office for records.

1.2.58. Supervisor:

The contractor shall not start any work without the presence of Railway supervisor or his representative and contractor supervisor at site. The engineer incharge shall approve the methodology proposed to be adopted by the contractor with a view to ensure safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirement to be adopted/ followed while executing the work. There shall be an assurance register kept at each site, which will have to be signed by both i.e. Railway supervisor or the representative as well as the contractor's supervisor as a token of their having understood the safety precautions to be observed at site.

1.2.59 Disaster management:

Vehicles and equipment of contractors working with railways can be provided/asked to be deployed by Railway administration at its discretion in case of accidents/natural calamities involving human lives. In case it is seen that the contractors have shunned their responsibilities in case of disaster involving human lives, they may be lived penalties as decided by Railway administration or their contract can be rescinded as the requirement of Railway administration in such cases are for larger public interest.

1.2.60 Issue of materials to the contractor:

Deleted.

1.2.61 Standing Indemnity Bond. :

Cost of all the materials for which 'On Account' payments have been made to the contractor against the contract and materials handed over to the contractor by the Purchaser for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to the purchaser shall be covered by the standing indemnity bond (see Form No.16).

PART – I CHAPTER-III PRICES & PAYMENTS

PART – I CHAPTER - III PRICES AND PAYMENTS

Para No.	Subject
1.3.1.0	Scope
1.3.1.1	Schedule of prices
1.3.1.2	Incidental charges.
1.3.1.3	Unit prices for materials
1.3.1.4	Unit prices for erection
1.3.1.5	Other price adjustments
1.3.1.6	Price variation
1.3.1.7	Quantities
1.3.1.8	Non-schedule items
1.3.1.9	Price of additional supplies
1.3.1.10	Payments and recoveries
1.3.1.11	Invoicing procedure
1.3.1.12	Payments for designs and drawings.
1.3.1.13	Payments for supply and erection.
1.3.1.14	Reconciliation of materials.

Note: Many clauses, paragraphs, charters are having relation with others. Due care has been taken while relating those. But if dispute arises at any stage then the decision of the railway shall be final.

PART - I

CHAPTER - III

PRICES AND PAYMENTS

1.3.1.0 SCOPE:

This chapter deals with prices to be paid for supply and / or erection of 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 conditions of the Contract.

The unit rates given against various items of work in tender papers are the standard schedule of rates (S.O.R.). The tenderers are required to quote uniform percentage below / at par / above against the S.O.R. cost while quoting the summary of prices. The actual payment to be made against any item of SOR shall be derived after loading the SOR prices with the tenderer's quoted percentage. The prices so obtained shall be the unit prices for the various items of work given in SOR.

1.3.1.1 SCHEDULE OF PRICES:

The unit prices of various items of work shall be firm and minor changes in basic design shall not affect unit prices so long as such changes are agreed to by the Railway. All unit prices shall be in Rupees. The tenderer must quote the total cost below/at par/above the schedule of rates. Rates should not be quoted separately for individual item. The rate should be quoted in the "Schedule of quantity and rates, Schedule-I" only attached with this tender paper.

1.3.1.2 INCIDENTAL CHARGES:

The unit prices are including of loss, wastage, incidental charges for transportation, loading, unloading and handling of materials. It also include commissioning for arranging dispatch by rail, completing all necessary formalities in this respect, arranging payment of wages collection of railway receipt all insurance premier banker's charges etc.

1.3.1.3 UNIT PRICES FOR MATERIALS:

The unit prices for supply indicated in the SOR are inclusive of the prices of materials including all incidental charges for transport, loading/unloading and handling of materials, commission for arranging dispatch by rail direct from manufacturer's factory and completing all necessary formalities in this respect, such as submission of forwarding notes, arranging placement of wagons, collection of railway receipt, all insurance premium, bankers charges for bank guarantee, indemnity bonds inclusive of cost of stamps, etc. as also siding or shunting charges, if any levied by the Railway.

The unit prices includes all taxes, duties and levies (include Works Contract Tax) applicable on this works contract. Therefore, they should quote their prices taking into account the rate of taxes as leviable in the event of sale through works contract to the Central Railway Organization in that state and present tax structure applicable.

Necessary, Sales Tax concessional Form A/D and Octroi exemption certificate will be issued by Railways on written request of the contractor. No reimbursement on account of octroi duty will be entertained by the purchaser.

The price shall also include provision for losses and wastages in transit and erection.

1.3.1.4 UNIT PRICES FOR ERECTION:

- 1. The unit prices for erection indicated in the SOR are inclusive of cost of erection and material testing to be done by the Contractor to the extent indicated in the Explanatory Note given in the tender papers and also cover all cost of administration of the contract, insurance premium, banker's charges for guarantees, cost of stamps, cost of storage, loading and unloading and handling of materials and for any road transport which the Contractor may use for carrying materials between his depot/s and site of work. The unit price includes cost of works and adjustments necessary to be done by the Contractor during or after the tests carried out.
- 2. Unit price for erection specially under traffic block and power block working has been included in the SOR
- 3. Unit prices indicated in SOR also includes for cost of coal, fuel, oil, watch & ward etc, for erection work with crane provided by purchaser.

NOTE:

Works contract tax:- The contractor is required to register himself with respective sales tax authority of state where the work under this contract falls in. The contractor is liable to pay works contract tax as per extent rules of that state. The contractor shall submit his registration papers with the railway authority within two months from award of contract. If this registration is not produced by him, the first on account/initial bill will not be passed by the railway.

In exceptional circumstances when an on account/initial payment can not be withheld by the railway in urgency of work, where contractor is not able to produce the WCT registration even after two months an amount equivalent to 4% the overall contract value will be deducted from his on account/initial bill. The amount of 4% will be to cover 2% toward WCT and another 2% towards additional security.

1.3.1.5 OTHER PRICE ADJUSTMENTS:

No adjustment on account of variation in insurance and freight charges (road or rail) will be permitted.

1.3.1.6 PRICE VARIATION:

Deleted

1.3.1.7 OUANTITIES:

The approximate estimated quantities of various items of work are included in Tender Schedule.

1.3.1.8 NON-SCHEDULE ITEMS:

DELETED.

1.3.1.9 PRICE OF ADDITIONAL SUPPLIES:

DELETED.

1.3.1.10 PAYMENTS AND RECOVERIES:

- a) No advance payment shall be made to the contractor. The payment terms shall be governed as under.
- b) Subject to any deductions or recoveries which the purchaser be entitled to make under the Contract, the contractor shall unless otherwise agreed to be entitled to get the following payments subject to conditions stipulated in subsequent paragraphs.
- c) Final settlement on completion of work.

1.3.1.11 INVOICING PROCEDURE:

DELETED.

1.3.1.12 PAYMENTS FOR DESIGNS AND DRAWINGS:

DELETED.

1.3.1.13 Payment Terms:

100% Payment will be made after successful Design, supply, erection, testing & commissioning of VVVF drive panel for Traverser No. 2200 Qty-01 No. & Design, supply, erection, testing & commissioning of VVVF drive panel for Crane no. 50 & 1659 Qty 02 Nos.

PART – I

CHAPTER – IV

EXPLANATORY NOTES

TO

TENDER SCHEDULE.

EXPLANATORY NOTES FOR TENDER SCHEDULE SECTION - I - GENERAL

Tender No.: PG/DTL/382/409

Name of Work: Provision of VVVF control drive for Traverser at MTN workshop. Qty- 01 no. & Provision of VVVF control drive for EOT crane at MTN workshop. Qty- 02 nos.

Part-A Provision of Variable Voltage Variable Frequency Control drive on Traverser No. 2200. Oty-01 No

GENERAL

There is one surface Traverser Plant No.2200 installed at Table No.2 in Matunga Workshop. This Traverser is equipped with resistive control panels for controlling operation of electrical motors. The work proposed under this tender is supply, erection, testing and commissioning of Variable Voltage Variable Frequency drive for Traverser No.2200 as per the works detailed below:

The work shall cover dismantling of existing control system complete and supply, erection, testing and commissioning of Variable Voltage Variable Frequency drive for Traverser No.2200.

The following works are to be carried out for modification of Traverser.

- 1) Study to be undertaken inside workshop for dismantling of existing control system complete and supply, erection, testing and commissioning of VVVF drive control panel for Traverser.
- 2) Dismantling of existing control panels, Resistance unit, switch gear with all accessories etc and shifting at nominated place.
- 3) Dismantling of existing power cables from switch gear to control panel, motor and control cables with all accessories and shifting at nominated place.
- 4) Modification of Long travel Slip ring induction motors suitable for VVVF drive application for Traverser no. 2200.
- 5) Provision of VVVF drive along with associate switch gear & control panel.
- 6) Rewiring of control panel, motor with protective panel.
- 7) Testing & commissioning of VVVF system.

Item-1 Design, supply, testing & commissioning of VVVF drive panel suitable for 89 HP Traverser complete including control desk suitable for VVVF drive panel for operating of 80 Ton. Traverser No. 2200 Make L&T YASKAWA,ABB,SIEMENS.

Item-2 Erection, testing and commissioning of VVVF drive panel and control desk of the Traverser including dismantling the existing conventional system complete

- VFD Specification:-
- VFD rated Current should be minimum 1.5 times of the motor rated current.
- VFD Current rating declared at 50 degree centigrade ambient temperature without duration.
- Input Voltage range should be within 380V to 480V.

PART-B Provision of Variable Voltage Variable Frequency (VVVF) control drives for EOT cranes at Matunga workshop. Quantity – 02 Nos.

GENERAL

There are two electrical overhead travelling cranes No.50 & 1659 installed in Shop No.6 of Matunga Workshop. These EOT cranes are equipped with resistive control panel for controlling operation of electric motors.

The work proposed under this tender is supply, erection, testing and commissioning of Variable Voltage Variable Frequency drive for EOT cranes No.50 & 1659 as per the works detailed below:

The work shall cover dismantling of existing control system complete and supply, erection, testing and commissioning of Variable Voltage Variable Frequency drive for EOT cranes No. 50 & 1659. The exact location will be shown while execution of contract by the Engineer at site.

The following works are to be carried out for modification of EOT cranes.

- 1) Study to be undertaken inside workshop for dismantling of existing control system complete and supply, erection, testing and commissioning of VVVF drive control panel for EOT cranes.
- 2) Dismantling of existing control panels, Resistance unit, switch gear with all accessories etc and shifting at nominated place.
- 3) Dismantling of existing power cables from switch gear to control panel, motor and control cables with all accessories and shifting at nominated place.
- 4) Modification of Main HT, LT and Cross movement Slip ring induction motors suitable for VVVF drive application.
- 5) Provision of VVVF drive along with associate switch gear & control panel.
- 6) Rewiring of control panel, motor with protective panel.
- 7) Provision of 5 Bar enclosed conductor Bar with all accessories for Cross travel of EOT Cranes.
- 1) Design, supply, testing & commissioning of VVVF drive control panel suitable for 25 Ton EOT crane Crane No.50 & 1659-02 Nos.) complete with dismantling of existing old conventional controlling equipment ..etc. with all connected accessories Make L&T YASKAWA,ABB,SIEMENS.
- 2) Erection & commissioning of VVVF drive panel 25 Ton EOT crane
 - VFD Specification:-
 - VFD rated Current should be minimum 1.5 times of the motor rated current.
 - VFD Current rating declared at 50 degree centigrade ambient temperature without duration.
 - Input Voltage range should be within 380V to 480V.

Part – I

Chapter –V

Schedule of quantities and rates

SCHEDULE OF RATE & QUANTITY.

Tender No: PG/DTL/382/409 dt .30.01.2013

Name of Work: Provision of VVVF control drive for Traverser MTN Workshop Qty. 1 No. & Provision of VVVF control drive for EOT crane MTN Workshop Qty. 2 Nos.

A. Provision of VVVF Control drive for Traverser

Item	Description		Unit	Unit	Rate	Total Cost		Total
No.	=			Material	Labour	Material	Labour	
1	Design, supply, testing & commissioning of VVVF drive panel suitable for 89 HP Traverser complete including control desk suitable for VVVF drive panel for operating of 80 Ton. Traverser No. 2200	01	Sets	548256.78		548256.78		
2	Erection, testing and commissioning of VVVF drive panel and control desk of the Traverser including dismantling the existing conventional system complete		Sets		10263.75		10263.75	
	Total			548256.78	10263.75	548256.78	10263.75	558520.53

B. Provision of VVVF Control drive on EOT crane

Item	n Description		Unit	Unit l	Rate	Total Cost		Total
No.				Material	Labour	Material	Labour	
1	Design, supply, testing & commissioning of VVVF drive control panel suitable for 25 Ton EOT crane (Crane No.50 & 1659 – 02 Nos.) complete with dismantling of existing old conventional controlling equipmentetc. with all connected accessories	02	Sets	410006.97		820013.94		820013.94
2	Erection & commissioning of VVVF drive panel 25 Ton EOT crane		Sets		9901.50		19803	19803
	Total			410006.97	9901.50	820013.94	19803	839816.94

Grand Total Cost (A + B) = 558520.53 + 839816.94 = 1398337.47

The factor of th
Contractor's Signature Date:

Note:

- (a) The offer shall be firm inclusion of all applicable taxes, duties, and freight and incidental charges.
- (b) No price variation either in basic price of material or in taxes/ duties is permissible.
- (c) No advance payment shall be made. Payment terms as specified in TERMS OF PAYMENT shall applicable and followed.
- (d) No free pass shall be issued by Railway.
- (e) Only Octroi exemption certificate shall be issued by Railway. In case Octroi exemption certificate is not accepted, no payment shall be made by Railway for Octroi.
- (f) For the purpose of drilling machines and other electrical machines to be used if any, the Railways will provide free electricity supply. The Tenderer should quote the rate duly taking this aspect in to consideration.

PART - II
CHAPTER - I

----**DELETED**----

FORMS OF TENDER

TENDERER'S CREDENTIALS

Please fill in the questionnaire below:-

Give details of your previous experience on installation of similar equipment.

Have you entered into technical collaboration with any consultants to assists you in this work? If so, give full particulars.

Give details of technical personnel you would employ for execution of this contract and brief note about their qualifications and experience.

Give the names of Principal manufacturers from whom supply is assured.

Give the names of your Bankers and their reference.

Give the constitution of your firm attach certified copies of legal documents in support thereof

FORM FOR AGREEMENT

		EMENT ma	ade this usand Nine b					•
			Electrical				_	-
_				•	-			Ministry of
			after referred					
			(Hereir	nafter referr	ed to as "i	the Contra	ctor") of th	e other part.
	-		enders fo r " F					
-	- •		on of VVVF					
			cover	•				
					-			
_			o and whereas					_
			eptance of ete with enclo					
			e of					
		only					F	
		J	,					
Purchaser to materials an accepted, st execution an	o the Cont nd execute trictly acco nd perform	ractor provid and perform ording to the ance to the sa	n consideration of tenders of the consideration of the consideration of the consideration of the said tenders.	below the for which the rision in tenth the Purchas	Contractone said Teader scheder, the Pure	r shall sup ender of thule hereto rchaser sha	ply all equ ne Contract and upon a all pay to th	tipments and tor has been such supply, to Contractor
a) Contract	t value	:						
b) Contrac	t Period	: 10(TEN) Month	s.				
c) Paymen	t terms	:						
d) Security	deposit	:						
e) Performa	ance Guar	rantee :						
In witness v	whereof the	e parties have	e hereinto set	and subscr	ibed their	respective	hands and	or seals the
			entioned agai			-		
Signed and	delivered a	ıt						
_								
•								
within name	ed in the pr	esence of:						

(Signa	ature of the Contractor)	
1.	Signature:	
	Name in Block Capitals:	
	Address:	
2.	Signature:	
	Name in Block Capitals:	
	Address:	
	Signed and declared at Matunga, Mumbai for and on behalf of the Chief Elect. Engineer (General) or his successor, Central Railways Board) in presence of	
		(Signature)
1.	Signature:	
	Name in Block Capitals : Address :	
2.	Signature:	
	Name in Block Capitals : Address:	

BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE

				,	nereinafter call			,	~ ~	-
					(hereinafter ca			,		
					conditions				greement	
					date					between
										Manager
(Ele	ct.Gen	I.Br.),Ce	entrai	Ka	ailway.		Matunga,	, C1-	(II:	Mumbai-19
		_	_	_	rantee for the		-			
					Agreement, or					
			_				-			
** C.	• • • • • • •	• • • • • • • • • •	(Indicate the	name of the Bank		(1	ileremarter .	iciciica	i to as the	Dank)
the (Govern	nment an	amount not	exceeding	Rs		against any	loss or	r damage o	caused to or
suffe	ered or	r would	be caused to	o or suffere	ed by the Gov	ernmer	nt by reaso	n of an	y breach	by the said
Con	tractor	(s) of an	y of the term	ns or conditi	ions contained	in the s	said Agreen	nent.		
2 W							do homol	arr um da	utalia ta mi	ary tha
2. W	e		dicate the name of			• • • • • • • •	do neret	by unde	rtake to pa	iy the
amo	unts d			,	arantee withou	t any	demur, me	rely on	a deman	d from the
Gov	ernme	nt statin	g that the ar	nount clain	ned is due by	way of	loss or da	mage c	aused to c	or would be
caus	ed to	or suffer	ed by the G	overnment	by reason of b	reach l	by the said	Contra	ctor (s) of	f any of the
term	s or co	onditions	s, contained i	in the said A	Agreement or b	y reaso	on of the Co	ntracto	r(s) failure	to perform
the s	said Ag	greemen	t. Any such	demand ma	ade on the bank	shall l	be conclusive	ve as re	gards the	amount due
and	payab	le by the	e Bank unde	er this guar	antee. Howev	er, oui	r liability u	nder th	iis guarant	tee shall be
restr	icted t	o an amo	ount not exce	eeding Rs		• • • • •				
2 W	o undo	wtolzo to	nov to the	Covernmen	nt any manay	aa dan	andad not	withata	nding on	, diamuta of
					nt any money					-
					lier(s) in any s this present be					
		_		•	lid discharge o	_		-		
					im against us fo				it there un	der and the
			* *					•	e guarante	3 6
1. **	·,	(Indic	ate the name of the	e bank)	• • • • • • • • • • • • • • • • • • •		artifor agree	, that th	c gaarante	~
here	in con	tained s	hall remain	in full force	ce and effect of	luring	the period	that wo	ould be ta	ken for the
perfe	ormano	ce of th	e said Agree	ement and	that it shall c	ontinue	e to be enf	orceabl	e till all	dues of the
			•		d Agreement h		• •			
	_				(Office/Dep		-			
					ne said Agreem			-		_
					scharges this g					
					before the	. .		.we sha	ll be disch	narged from
all li	ability	under th	his guarantee	thereafter.						
1. \	We					fr	urther agree	that th	e Governr	nent
)					
					st liberty with					
man	ner ou	r obligat	tions hereun	der to vary	any of the terr	ns and	conditions	of the	said Agre	ement or to

extend 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 or any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

2.	This guarantee would not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
3.	We, lastly undertake not (indicate the name of the bank)
	revoke this guarantee during its currency except with the previous consent of the Government in iting.
Da	ted: the20

SIGNATURE AND NAME OF BANK

STANDING INDEMNITY BOND FOR "ON ACCOUNT PAYMENTS"

We M/s
\$M/s.\$ Signature of witness :
Name of witness : (in Block Letters)
Address :

EXTENSION OF PERIOD OF COMPLETION OF WORK ON CONTRACTOR'S ACCOUNT

		ON CONTRACTOR'S ACCOUNT
No		
M/s		
Dear Sirs,		
Sub	o: (i)	"Provision of VVVF control drive for Traverser at MTN workshop. Qty- 01 no. & Provision of VVVF control drive for EOT crane at MTN workshop. Qty- 02 nos.".
	(ii)	Acceptance letter No.
	(iii)	Agreement dated
Ref		ic Application of the Contractor for extension to the date, if received).
The	e stipulate	d date for completion of the work mentioned above is
		made so far and the present rate of progress, it is unlikely that the work will be ove date (or however, the work was not completed on this date).
Expecting	that you	may be able to complete the work if some time is given the on behalf of the

Please note that an amount equal tosubject to a maximum of 5% of the estimated value of the works as remained incomplete as recovery for delay in completion of the work after the expiry of(give here the stipulated date for completion without any penalty fixed earlier) will be recovered from you as mentioned in para...... of the Conditions of Contract for the extended period

President of India, along-with not bound to do so, hereby extends the time for completion from

The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.

notwithstanding the grant of this extension. You may proceed with the work accordingly.

Please intimate within a week of the receipt of this letter your acceptance of the extension on the conditions stated above.

Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting up to this extension to complete the work by(here mention the extended date)......, further action will be taken in terms of para 1.2.27 and 1.2.28 of the conditions of contract.

Yours faithfully,

For & on behalf of the PRESIDENT OF INDIA

EXTENSION OF PERIOD OF COMPLETION OF WORK ON PURCHASER'S ACCOUNT

NO:	Dt:
Dear S	irs.
	 (i) "Provision of VVVF control drive for Traverser at MTN workshop. Qty- 01 no. & Provision of VVVF control drive for EOT crane at MTN workshop. Qty- 02 nos.". (ii) Acceptance Letter No. (iii) Agreement dated
Ref:-	(Quote Specific Application of the Contractor for extension to the date, if received).
	The stipulated date for completion of the entire work insection under the above the was
Repair of the Contra condit To which	Workshop, Matunga, Mumbai. On behalf of the President of India, is pleased to grant extension time for completion of works in accordance with note 1 and/or Note 2 under para 1.2.45 of the act as mentioned below: It may be noted that unless repugnant to the context, all the terms and ions of the Contract will remain unaltered during the extended period from

Yours faithfully,

For & on behalf of the PRESIDENT OF INDIA

"End of the Tender Document"