



SOUTH CENTRAL RAILWAY

MECHANICAL DEPARTMENT

CARRIAGE WORK SHOP, LALLAGUDA, SECUNDERABAD

**TENDER NOTICE No:19/CWM/LGDS/RF Coaches/
2015-16, Dated 18.11.2015**

**REFURBISHMENT OF 38 COACHES i.e. 4 ACCN, 22
CN & 12 GS COACHES AT CARRIAGE
WORKSHOP, LALLAGUDA, SECUNDERABAD.**

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Signature of tenderer

TENDER NOTICE No:19/CWM/LGDS/RF Coaches/2015-16, Dated 18.11.2015.

Chief Workshop Manager, Carriage Work Shop, Lallaguda, Secunderabad, South Central Railway for and on behalf of the President of India invites open tender in sealed cover on prescribed form, from reputed contractors for following work: -

Sl. No.	Tender No.	Description of work	Estimated value (Rs.)	EMD (Rs.)	Cost of tender form		Completion period
					In person (Rs.)	By post (Rs.)	
1.	19/CWM/LGDS/RF coaches/2015-16.	Refurbishment of 38 coaches i.e. 4 ACCN, 22 CN & 12 GS coaches at Carriage workshop, Lallaguda, Secunderabad	Rs.54,82,141.32 (Rupees Fifty four lakhs eighty two thousand one hundred forty one and thirty two paise only)	Rs.1,09,650/- (Rupees One lakh nine thousand six hundred and fifty only)	5,000/-	5,500/-	Six Months from the date of issue of letter of acceptance

Sl. No.	Description	Time	Date
1.	Last date of issue of Tender Document in person	11:00 hrs.	30.12.2015
2.	Last date of issue of Tender Document by post	15:00 hrs.	23.12.2015
3.	Closing of Tender box	15:00 hrs.	30.12.2015
4.	Opening of Tender box	15:30 hrs.	30.12.2015

If the stipulated day for opening the tender happens to be a holiday the same will be opened on next working day at the same time and place.

For further Tender conditions/details (available in the tender documents) and for downloading of tender documents, please visit our website <http://www.scr.indianrailways.gov.in/>.

**for CHIEF WORKSHOP MANAGER
Carriage Workshop, Lallaguda,
S.C.Railway, SECUNDERABAD
for & on behalf of the President of India**

Signature of tenderer

SOUTH CENTRAL RAILWAY
MECHANICAL DEPARTMENT
CARRIAGE WORK SHOP, LALLAGUDA, SECUNDERABAD

Regulations for Tenders & Contracts
Conditions of Tender

TENDER BOOKLET

TENDER NO.19/CWM/LGDS/RF Coaches/2015-16 dated 18.11.2015.

The Tenderer should sign each page of the Tender document with their seal/stamp while submitting offer.

Sl. No.	Heading	Descriptions
1.	Name of work	Refurbishment of 38 coaches i.e. 4 ACCN, 22 CN & 12 GS coaches at Carriage workshop, Lallaguda, Secunderabad.
2.	Quantity	38 coaches (4 ACCN, 22 CN & 12 GS coaches).
3.	Tender No.	19/CWM/LGDS/RF Coaches/2015-16
4.	Estimated Cost of work	Rs.54,82,141.32 (Rupees Fifty four lakhs eighty two thousand one hundred forty one and thirty two paise only).
5.	Earnest Money	Rs.1,09,650/- (Rupees One lakh nine thousand six hundred and fifty only).
6.	Tender box closing date	30.12.2015 at 15.00 hrs.
7.	Tender opening date	30.12.2015 at 15.30 hrs.
8.	Cost of Tender form by hand	Rs.5,000/- in favour of Dy.FA&CAO/WS/Lallaguda, payable at Secunderabad.
9.	Cost of Tender form by post.	Rs.5,500/- in favour of Dy.FA&CAO/WS/Lallaguda payable at Secunderabad.
10.	Tender Form Issued to	M/s.

(Non Transferable)

Signature of tenderer

**SOUTH CENTRAL RAILWAY
CARRIAGE WORK SHOP, LALLAGUDA, SECUNDERABAD**

TENDER NOTICE: - 19/CWM/LGDS/RF Coaches/2015-16, dated 18.11.2015 at Carriage Work Shop, Lallaguda.

Chief Workshop Manager, Carriage Work Shop, Lallaguda, Secunderabad, South Central Railway for and on behalf of the President of India invites open tender in sealed cover on prescribed form, from eligible contractors for following work: -

1. **Name of work:** Refurbishment of 38 coaches i.e. 4 ACCN, 22 CN & 12 GS coaches at Carriage workshop, Lallaguda, Secunderabad.
2. **Quantity** : 38 coaches (4 ACCN, 22 CN & 12 GS coaches).
3. **Estimated cost:** Rs.54,82,141.32 (Rupees Fifty four lakhs eighty two thousand one hundred forty one and thirty two paisa only).
4. **Completion period:** Six Months from the date of issue of letter of acceptance.

5.	<u>Earnest Money:</u>	Rs.1,09,650/- (Rupees One lakh nine thousand six hundred and fifty only).
		The Earnest Money should be in cash or in any of the following forms:-
	(i)	Earnest Money Deposit in the form of cash paid to Divisional Cashier (Pay), S.C.Railway, Secunderabad and the cash receipt in original should be submitted along with the offer.
	(ii)	“The Earnest Money should be in cash or Banker’s Cheques/ Demand Drafts in favour of Dy.FA&CAO/WS/LGD, Secunderabad of the S.C.Railway, executed by State Bank of India or any of the Nationalized Banks or by a Scheduled Bank” vide RB’s letter No.2013/CE-I/CT/0/45/JV dt.22-09-2014.

6. **Cost of tender form:** Non-refundable Rs.5,000/- in person or Rs.5,500/- for postal delivery. Railway Shall not be responsible for any postal delay. The cost of tender form will be accepted in the following forms.

- In cash with Chief Cashier, South Central Railway, Secunderabad or any Station Master on South Central Railway and production of money Receipt to that effect.
- DD/Pay order drawn in favour of Dy.FA&CAO, Lallaguda, Carriage Work Shop, Lallaguda, Secunderabad from any nationalized bank.

Signature of tenderer

7. Sale of Tender document: Tender document will be available for sale in the office of CWM/Lallaguda, Carriage Work Shop, Secunderabad by submitting request letter in the same office along with cost of tender form, on any working day from 10.00hrs. to 15.00hrs., On Saturdays from 10.00hrs. to 11.30hrs. Tender schedules can be obtained by hand up to 11.00 hrs on 30.12.2015 and by post up to 23.12.2015. Tender documents can also be down loaded from Railway Website (<http://www.scr.indianrailways.gov.in>) and Tender can be submitted along with the bank draft towards the cost of Tender form.

8. Submission of tender: The sealed tender document should be dropped in the tender box allotted for the above work, kept in the above office on 30.12.2015 from **09.30** hrs to **15:00 Hrs.**

9. Opening of tender: Tender box will be sealed at **15:00** Hrs on 30.12.2015 and tenders will be opened at **15:30** hrs on the same day.

10. Eligibility criteria:

Sl. No.	Clause	Description	Criteria
1.	Experience	Should have completed in the last three financial years (i.e. current year and three previous financial years).	At least one single similar of work in Indian Railways or Central or state or Quasi Government or Public Sector Undertakings shall be considered for a minimum value of 35% of the advertised tender value.
2.	Turnover	Total contract amount received during the last three financial years and in the current financial year.	Should be a minimum 150% of advertised tender value. Attested copies of certificates from the employer/client, audited balance sheet duly certified by Chartered Accountant should be enclosed.

11. Similar nature of work: The following works will be considered as similar nature of work.

1. Modifications or alterations or additions in interiors of Coaches or Locomotives of IR or Ships or Buses or Aircrafts.
Or
2. Fitment of furnishing materials or fittings or components in Coaches or Locomotives of IR or Ships or Buses or Aircrafts.
Or
3. Fitment of berths or cushioning of seats in Coaches or Locomotives of IR or Ships or Buses or Aircrafts.

12. The following documents should also be required to be submitted along with the Tender:

- a) List of personnel, organization available on hand and proposed to be engaged for the subject work. Documentary proof in support of this to be enclosed.

Signature of tenderer

- b) List of plant and Machinery/accessories on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.
- c) List of works completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.
- d) List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.

**for CHIEF WORKSHOP MANAGER
Carriage Workshop, Lallaguda,
S.C.Railway, SECUNDERABAD
For & on behalf of the President of India**

(Declaration by the contractor before filling the tender form)

To,
The President of India
(Acting through the)/
Chief Workshop Manager, Carriage Workshop,
Lallaguda, Secunderabad.

1. I/we M/s.. have read the various conditions (Part-I & Part-II) 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 90 (*Ninety*) days from the date fixed for opening the same and in default there-of. I/we will be liable for forfeiture of my/our ‘ “Earnest Money Deposit”. I/we offer to do the work of **“Refurbishment of 38 coaches i.e. 4 ACCN, 22 CN & 12 GS coaches at Carriage workshop, Lallaguda, Secunderabad”** and at the rate quoted in the attached schedule (Part-III) and hereby bind myself/ourselves to complete/execute the work (fill relevant portion below): -

- (a) Within Period for Contract from the date of issue of acceptance of the letter.
- (b) For a period of contract or as extended from time to time as per time frame given.

2. I/we also hereby agree to abide by the General and Special Conditions of Contract and to carry out the work according to the specifications for material/terms and conditions laid down by the Railway for the present contract.

3. A sum of Rs. is forwarded herewith as earnest money, the amount is in the form of a.
... . 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 fifteen days after receipt of orders to that effect.

4. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between myself/ourselves and railway administration subject to modifications as may be mutually agreed to between us and as indicated in the letter of acceptance of my/our offer for this work. In case of any dispute on the provisions of the acceptance letter, our original/negotiated offer shall remain binding as the case may be.

.....
Signature of Contractor(s)
Date :

Contractor’s Address:

PART-I

INSTRUCTIONS TO TENDERERS

DEFINITIONS

1. In these regulations for tenders and contract the following terms shall have the meanings assigned here-under except where the context other-wise requires:-
 - a) **'Railway'** shall mean the President of the Republic of India or the Administrative Officers of the South Central Railway or of the successor Railway authorized to invite tenders and enter into contracts for works on his behalf.
 - b) **'General Manager'** shall mean the Officer in Administrative In charge of the whole of South Central Railway and shall mean and include their successors, of the successor Railway.
 - c) **'Chief Mechanical Engineer'** shall mean the Officer-In-charge of the Mechanical Department of the South Central Railway and shall mean and include their successors, of the successor Railway.
 - d) **'Chief Workshop Manager'** shall mean the officer in-charge of the Carriage Workshop, Lallaguda, Secunderabad of South Central Railway.
 - e) **"Engineer/executor"** shall mean the Divisional/Deputy Chief Mechanical Engineer/executor or the executive Engineer/executor in executive charge of the works and shall include the superior officer of the Mechanical/Electrical Dept. of the South Central Railway.
 - f) **'WM'** shall mean the 'Works Manager' and shall mean and include the successors, of the successor Railway.
 - g) **'PE'** shall mean the 'Production Engineer' and shall mean and include the successors, of the successor Railway.
 - h) **'CMT'** shall mean the 'Chemist and Metallurgist' and shall mean and include the successors, of the successor Railway.
 - i) **'Tenderers'** shall mean the person/the firm or company who tenders for the works with a view to execute the works on contract with the Railway and shall include their personnel representatives, successors and permitted assignees.
 - j) **'Works'** shall mean the works contemplated in the drawing and schedules set forth in the tender forms and description of contract and required to be executed according to specifications.
 - k) **'Specifications'** shall mean the specifications for materials and works, South Central Railway, issued under the authority of the Chief Workshop Manager or as amplified added to or superseded by special specifications if any, appended to the Tender Form.

- l) Words importing the singular number shall also include the plural and vice versa where the context requires.
- m) These regulations for tenders and contracts shall be read in conjunction with the General Conditions of Contract which are referred to herein and shall be subject to modifications, additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the tender forms.

2. **RATE:**
RATE TO INCLUDE ALL TAXES AND CHARGES:

The rate should be quoted in figures as well as in words in the enclosed tender quotation form. Rate quoted by tenderer shall be inclusive of all taxes levied by Central Government, State Government, and Municipal Corporations, Local or any other bodies. Any increase in the rate of taxes, if any, during the contractual period will also be deemed to have been included in the quoted rate. Breakup of rates is also to be given as per format of Tender Quotation form. This should be treated as mandatory. Rate(s) should be quoted in Indian Currency only.

3. **EARNEST MONEY DEPOSIT:**

- 3.1(a) 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 conditions of tender. The earnest money shall be as under:

	Value of the work	EMD
A	For works estimated to cost up to Rs.1 crore.	2% of the estimated cost of the work.
B	For works estimated to cost more than Rs.1 crore.	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.

- (b) This earnest money shall be applicable for all modes of tendering. It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted this earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the General Conditions of Contract. The Earnest Money of other Tenderers shall, save as before here in provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

3.2 The Earnest Money should be in cash or in any of the following forms:-

- (a) Earnest Money Deposit in the form of cash paid to Divisional Cashier (Pay), S.C.Railway, Secunderabad and the cash receipt in original should be submitted along with the offer.

- (b) “The Earnest Money should be in cash or Banker’s Cheques/ Demand Drafts in favour of Dy.FA&CAO/WS/LGD, Secunderabad of the S.C.Railway, executed by State Bank of India or any of the Nationalized Banks or by a Scheduled Bank” vide RB’s letter No.2013/CE-I/CT/0/45/JV dt.22-09-2014.
- 3.3(a) The tender must be accompanied by a sum of **Rs.1,09,650/- (Rupees One lakh nine thousand six hundred and fifty only)** as earnest money deposited in cash or in any of the forms as mentioned in Regulations for tenders and Contracts for the guidance of the Engineers and Contractors, failing which the tender will not be considered.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of **90** days from the date of opening of the Tender. It is understood that the tender documents has been sold/issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his/their tender subject to the period being extended further if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the conditions of S.C. Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation shall be forfeited to the Railway.
- (c) If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.
- (d) The Earnest Money of the unsuccessful tenderer(s) will, save as here-in-before provided be returned to the unsuccessful tenderer(s) within a reasonable time but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession not be liable to pay interest thereon.

4. **FORFEITURE OF EARNEST MONEY:**

- 4.1 Earnest money deposited by the successful tenderer will be forfeited if the tenderer resiles from his/her/their offer or modifies the terms and conditions thereof in a manner not acceptable to the Railway within the stipulated period of validity of offer.
- 4.2 If the successful tenderer fails to execute the agreement or start the work within the stipulated period, or as may be stipulated in the letter of acceptance, the entire earnest money shall be liable to be forfeited to the Railways.
- 4.3 Earnest money is liable to be forfeited in cases where any of the statements/declarations/information made by the tenderer is proved wrong/false/incomplete or such as to withhold any information relevant for consideration of the tender.

5. **RIGHT OF THE RAILWAY TO DEAL WITH TENDER:**

- 5.1 The authority for the acceptance of the tender will rest with the Indian Railway. It shall not be obligatory on the said authority to accept lowest tender or any other tender and no tenderer(s) shall demand neither any explanation for the cause of rejection of his/their tender nor the Railway undertake to assign reasons for declining to consider or reject such tender at any stage. If the tenderer(s) deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.
- 5.2 If the Tenderer(s) deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.
- 5.3 The Railway reserves the right of not to invite tenders for any of Railway 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 reasons for any such action.
- 5.4 If the tenderers(s) expire after the submission of his/their tender or after the acceptance of his/their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

6. **SALES TAX/VAT:**

The contractor has to give credit of input tax credits, if any, to Railways duly reducing the rates.

7. **SUBMISSION OF TENDER:**

Tender must be enclosed in a sealed cover, superscribing the tender number and must be sent by registered post to "**The Chief Workshop Manager, Carriage Workshop, Lallaguda, Secunderabad-500017**" so as to reach this office by due date and time or deposited in the special box allotted for the purpose in the office of Carriage Workshop, Lallaguda, Secunderabad.

All tender documents i.e. instructions to the tenderer, if any, terms and conditions, Schedule of works, tender quotation form etc., supplied to the tenderer along with tender form should be submitted by the tenderer along with his/her/their tender duly signed with office seal on all pages.

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

8. **EXECUTION OF CONTRACT DOCUMENTS:**

The successful tenderer(s) shall be required to execute an agreement with the President of India acting through the Chief Workshop Manager, Carriage Workshop, Lallaguda, South Central Railway for carrying out the work according to General Conditions of Contract, special conditions/ specifications.

9. **PARTNERSHIP DEEDS, POWER OF ATTORNEY ETC:**

The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concerned. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such Power of Attorney and changes after obtaining proper legal advise, the cost of which will be chargeable to the contractor. The names and addresses of all the partners of the firm must be mentioned in the tender form and the tender shall be signed by all of them or by their duly authorized representative/agent.

Tenderer is required to submit documents such as affidavit, memorandum of articles of Association, as applicable, of the company etc., for verification of his/her/their business status by the Railways.

10. **EMPLOYMENT / PARTNERSHIP ETC., OF RETIRED RAILWAY EMPLOYEES:**

- (a) Should a tenderer be a retired engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not, in the department of any of the Railways owned and administered by the president of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired engineer or retired Gazetted officer as aforesaid, or should a tenderer being an incorporated company have any such retired Engineer or retired Gazetted officer as one of its Directors, or should a tenderer have in his employment any retired Engineer or retired Gazetted officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted officer from the said service and in case where such Engineer or Officer had not retired from government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected.
- (b) Should a tenderer or contractor being an individual on the list of approved Contractors, have a relative (s) or in the case of partnership firm or company of contractors one or more of his share holders (s) or a relative (s) of the share holder (s) employed in gazetted capacity in the Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provisions in clause 62 of the General Conditions of Contract.

11 **RESTRICTIONS ON THE EMPLOYMENT OF RETIRED OFFICERS OF RAILWAY SERVICES WITHIN TWO YEARS OF THEIR RETIREMENT:**

The Contractor shall not, if he is a retired Government officer of Gazetted rank, himself engage in or employ or associate a retired Government officer of Gazetted rank, who has not completed two years from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the president and if the Contractor is found to have contravened this provision, it will constitute breach of contract and administration will be entitled to terminate the contract at the risk and cost of the contractor and forfeit his security deposit.

12. **TENDER TO BE SIGNED BY AUTHORIZED PERSONS:**

The tender shall be signed by individual or individuals legally authorized to enter into commitments on behalf of the tenderer. Any individual or individuals signing the tender document or other documents connected with shall specify whether he is signing the said documents.

As a sole proprietor of a firm or as an Attorney of a sole proprietor OR

As a partner of a partnership firm, OR

As a director, manager or secretary of a limited company duly authorized by a resolution passed by the Board of Directors or in pursuance to the authority conferred by the memorandum of association.

In case of a firm not registered under the Indian partnership act, all the partners or the Attorney duly authorize by all of them shall sign the tender document and all other concerned documents. A certified copy of partnership deed shall invariably be submitted along with the tender document in case of the partnership firm.

Requisite Power of Attorney or such other documents empowering individual or individuals to sign the tender documents shall be furnished, in original, along with the tender.

It should also be noted that if aforesaid documents were not endorsed along with the tender document, the tender would be treated as having been submitted by individual signing the tender document. The Railway shall not be bound by any Power of Attorney granted by tenderer or by changes in the composition of the firm made subsequent to execution of the contract agreement. It may, however, recognize such Power of Attorney and changes after obtaining legal advice to the satisfaction of the Railway; the cost of which shall be borne by the tenderer.

13. **TENDERER'S POSTAL ADDRESS:**

Tenderer shall state in the tender, his postal address fully and clearly in the tender form as contained in the tender document. Any communication sent in time to the tenderer by post at the said address shall be deemed to have reached the tenderer duly and in time. Important document shall be sent by registered post.

14. **CHANGE OF ADDRESS OF TENDERER:**

Tenderer shall keep the Railway informed the changes in postal address during the currency of the tender in his own interest.

15. **VALIDITY OF OFFER:**

The tenderer has to keep his offer open/valid for **90** days from the date of opening of the tender and within this period tenderer shall not be entitled to withdraw or modify the offer. If any tenderer shows resilience or modifies his/her/their tender within the validity period of offer, the entire earnest money deposited by him/them will be forfeited by the Rly. Canceling his/her/their tender.

16. **VARIATION IN QUANTITIES SPECIFIED IN CONTRACTS:**

16.1 The competent authority of Railway Administration reserves the right to increase or decrease the quantity by 25% on order at any time during execution of the contract without assigning any reason thereof and Railway Administration shall not be liable in any manner what so ever to the tenderer for such increase/decrease if any. The variation in quantity shall be governed by the GCC/SOP as per the latest version.

16.2 The variation in quantities beyond 25% variation shall be governed by the GCC/SOP as per the latest version.

17. **EXTENSION OF TIME:**

Extension of time is not normally granted but extension of time may be granted for special circumstances at the discretion of the Railway Administration.

18. **TESTIMONIALS:**

18.1 Documents testifying previous experience financial status and ability to execute the work should be produced along with the tender or when desired by competent authority of the Railway. Tenderers are required to submit documents detailed here under for evaluation of aforesaid credentials of the Tenderer specially if the Tenderer has not carried out any work so far on this Railway and who are not borne on the approved list of the contractor.

18.2 In order to assess capability of Tenderer to undertake the work under this tender, Tenderer shall submit, along with the tender, particulars of all works awarded to him for execution during last three preceding years starting from the date of opening of the tender along with the tender document and irrespective of facts as to whether the same have been completed, or still in progress or were terminated. The Railway reserves the right to treat the Tenderer as having no capability/credentials in absence of these details.

18.3 Tenderer shall submit photocopies of the certificates and testimonials from the clients/departments to establish correctness of the data given by him and also certificates for satisfactory performance in completing such works. The Railway reserves the right to verify correctness of such data in such a manner as it consider fit and appropriate.

18.4 Tenderer shall also enclose auditor's certificate showing financial capabilities of the Tenderer to undertake a work of such magnitude as is covered by the present tender. The Railway reserves the right to treat the Tenderer as having no financial capability to handle such a work in absence of such certificate.

18.5 Tenderer shall also submit list of court cases filed against the Railways and or Arbitrations in progress as demanded by him/her/them from the Railway or any other clients during the last five years preceding the date of opening of the tender.

19. **INFORMATION RELATING TO TENDER:**

Any information relating to tender may be obtained from the office of the CWM/LGDS/S.C.Railway on any working day during office hours.

20. **TENDERER's RESPONSIBILITY:**

The rate quoted by the tenderer shall be based on nature and quantum of work covered under this contract.

The tenderer shall be solely responsible for the correct execution of work to the satisfaction of the Railways.

The contractor shall be liable for loss/damage that may occur to the Railway materials, which will be taken over by the contractor from the Railway or may be lying in the custody of contractor. Amount of loss will be deducted for such loss/damage from any outstanding bill of the contractor lying with the Railway Administration or any other manner as may be considered necessary.

21. **TERMINATION OF CONTRACT :**

21.1 The total quantum of contract may be reduced or revised per period or deferred to certain period within contractual time or terminated as the case may be. The Railway administration reserves the right to terminate the contract without assigning any reason.

21.2 Railway Administration may terminate the contract if any negligence is found on the part of contractor.

21.3 Railway Administration may terminate the contract agreement if the contractor fails to execute the work within seven days from the date execution of agreement or 15 days from issue of letter of acceptance whichever is earlier.

21.4 The Administration may at any time by notice in writing determine the contract without compensation to the contractor in any of the following events.

a. If the contractor being an individual or of a firm, any partner thereof shall at any time be adjudged insolvent under Insolvency Act or if the firm be dissolved under the partnership Act
(or)

b. If the contractor is a company is wound up voluntarily or by order of a account
(or)

c. If the contractor is convicted or sentenced for any offence committed by him by the competent court of law.

Provided always that such determination shall not prejudice any right of action or remedy available to the administration under any other provision of law.

21.5 The termination shall be made and penalty shall be imposed in case of failure to perform its contractual work by the contractor according to the terms and conditions.

- 21.6 The tenderer(s) shall not take any advantage of any misinterpretation of the condition due to typing of any other error and is in doubt, shall bring it to the notice of the Chief Workshop Manager, Carriage Work Shop, South Central Railway, Lallaguda, Secunderabad without delay. In case of any contradiction, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained`.

22. **ASSIGNMENT OR SUB-LETTING OF CONTRACT:**

The contractor shall not assign or sub-let the contract, wholly or in part thereof, or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Railway. Any breach of this condition shall entitle the Railway to rescind the contract as per GCC and also render the contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing for such cancellation, provided always that, execution of the details of the work by petty contractor under the direct and personal supervision of the contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted sub-letting of work by the contractor shall not establish any contractual relationship between the sub contractor and the Railway shall not relieve the contractor of any responsibility under the contract.

23. **LAW GOVERNING THE CONTRACT:**

- 23.1 The contract shall be governed by the law for the time being in force in the Republic of India.
- 23.2 Contractor shall have to follow all the statutory requirement & Central & state Govt. rules & regulation & subsequent amendments.
- 23.3 The General Conditions of Contract of South Central Railway (GCC), as amended/corrected/updated till the date of opening of the tender, is applicable to this contract. Contractor is advised to procure a copy of the same and read it carefully and get acquainted before submitting tender offer. In Part-I of this tender schedule few GCC conditions have been reproduced .However, contractor is advised to read the GCC & get himself acquainted and satisfied with the relevant tender conditions of GCC. Errors in reproducing & condensing GCC in the tender document shall not be a reason for improper execution of work. In all disputes the GCC conditions as published, amended and corrected by south central railway shall be referred.
- 23.4 Special condition of contract (SPCC) has been specified in **Part-II** of the tender document. In case of conflict of any provision of the GCC with SPCC, the provisions made in SPCC shall be final and binding on the contractor.

24. **OPENING OF TENDER:**

The tender shall be opened in public at the date, time and place mentioned in the Tender document. However, the date and time of opening may be Deferred/postponed and/or place may be changed at the discretion of the Railway, if circumstances so warrant.

Tenderers present during opening shall sign the rate statement, which shall be prepared as a result of reading out above rates to the tenderers.

- 24.1 Any certificates, documents submitted after tender opening shall not be given any credit and shall not be considered.
- 24.2 The onus of establishing credentials lies with the tenderer and hence Railway shall evaluate the offer only from the certificates/documents submitted along with the tender offer.
- 24.3 If the tenderers down load tender documents form Website and do not enclose proper value towards the cost of tender form their tender shall be considered as in valid.
- 24.4 If any Certificates or details enclosed by tenderers are found to the fake/bogus/tampered, such of those agencies shall not be awarded any work in S.C.Railway for the period of five years from the date of opening of tender. Joint ventures or partnership firms or any other nature of firms in which such agencies are party shall also not be awarded any work of this period of five years.

25. **NEGOTIATION:**

- 25.1 The Railway reserves the right to enter in to negotiations with the lowest, valid, eligible and technically accepted tenderer (L-1) emerged after opening of the tender, at the sole discretion, before acceptance of the tender, in order to clarify special condition for reduction of rates and/or changes in scope of the work etc.
- 25.2 In case of a negotiation with tenderer be entered in to, the tenderer shall not be permitted to increase the quoted rates under any circumstances, even if it includes withdrawal and/or modification of such special conditions as are given by the tenderer along with the original tender.
- 25.3 If the tenderer expires after submission of his tender or after acceptance of his tender, the Railway shall deem such tender is cancelled. If a partner of a partnership firm expires after submission of the tender or after acceptance of the tender, the Railway shall deem such tender as cancelled, unless the firm retains in character.
- 25.4 The contract shall be governed by the special and General Conditions of Contract (GCC) with latest corrections, as applicable to the engineering department of South Central Railway.
- 25.5 Tender(s) containing erasures and/or alteration of the tender documents are liable to be rejected. Any corrections made by tenderer(s) in his/her/their entries must be attested by him/her/them.

26. **ACCEPTANCE OF TENDER:**

The final acceptance of tender shall rest with Railways who reserve the right to accept or reject or re tender without assigning any reason thereon.

27. **AGREEMENT:**

The successful tenderer shall have to execute an agreement (**Annexure-VI**) with "The President of India" acting through the Chief Workshop Manager, Carriage Workshop, Lallaguda, Secunderabad S.C.Railway based on the accepted rate(s), terms and conditions, General Condition of Contract, Special Conditions/Specifications of work as well as materials annexed to the tender document. The contractor shall execute the agreement on non-judicial stamp paper as stated above, at their cost within 15 (Fifteen) days of receipt of letter of acceptance.

28. **ADDITIONAL SAFETY STIPULATIONS:**

- 28.1 The contractor shall not allow any road vehicle belonging to him or his supplier to ply in these Workshops except entering and egression of his/her/their materials and equipment only. The Contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear the cost of all damages to his/her/their equipment's & men and also damages to the Railway.
- 28.2 The successful Tenderer shall comply all relevant statutes of Government including Contract Labour (Regulation and Abolition Act 1970, Workmen's Compensation Act 1923, Payment of Wages Act 1936 Minimum Wages Act 1984. Employees State Insurance Act, Provident Fund Act, Employment of children Act, Untouchability act and other Labour Laws, amended from time to time. The successful Tenderer shall also submit indemnity to the Railway administration against any claims/liabilities under these Acts. The Railway Workshop is working under Factory Act; hence the firm has to follow the rules of Factory Act.
- 28.3 The contractor shall indemnify and keep staff of LGD Workshop indemnified and harmless against all actions, suits, and claims, demands, cost charges or expenses arising in connection with any accident, death or injury sustained by any person/persons within the Railway premises due to the acts of omission in the contract irrespective of whether such liability arises under the Workman's Compensation Act or Fatal Accident Act or any other statute in force from time to time.

29. **ACCIDENT REPORTING & INDUSTRIAL SAFETY OF LABOUR:**

The contractor shall be responsible for the safety of all labour directly or through petty contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and whenever occurring on the works to the CWM or CWM'S Representative and shall make every arrangement to render all possible assistance.

30. **FORCE MAJEURE CLAUSE:**

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, act of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter referred to 'events') provided, notice of the happening of any such event is given by either party to the other within 30 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 works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Railway officer as to whether the works have been so resumed or not shall be final and conclusive. PROVIDED FURTHER that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

31. **EXTENSION OF TIME FOR DELAY DUE TO CONTRACTOR:**

The time for the execution of the work or part of the works specified in the contract document shall be deemed to be the essence of the contract and the works 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 17 and 17-A, the Railway may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractors such further extension of time as the Competent Authority 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 $\frac{1}{2}$ of 1% of the contract value of the works for each week or part of the work.

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 or of the total 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 the 5% of the balance. |

Competent Authority while granting extension to the currency of contract under this clause may also levy of token penalty as deemed fit based on the merit of the case. 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 62 of these conditions, whether or not actual damage caused by such default.

32. **EARNEST MONEY AND SECURITY DEPOSIT:**

32.1 The Earnest Money deposited by the contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit the rates for which are given below may be deposited by the contractor in cash or may be recovered by percentage deductions from the contractor's "on account" bills. Provided also that in case of defaulting contractor the Railway may retain any amount due for payment to the contractor on the pending "on account bills" so that the amounts so retained may not exceeded 10% of the total value of the contract.

32.2 Unless otherwise specified in the special conditions, if any, the Security Deposit / rate of recovery / mode of recovery shall be as under.

- (a) Security Deposit for each work should be 5% of the contract value.

- (b) The rate of recovery should be @ of 10% of the bill amount till the full Security Deposit is recovered.
- (c) Security Deposit will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc., shall be accepted towards Security Deposit. After the work is physically completed, Security Deposit recovered from the running bills of a contract can be returned to him if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- 1) 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.
 - 2) In case of contracts of value Rs.50 crore and above, irrevocable Bank Guarantee can be accepted as a mode of obtaining Security Deposit.

The Security deposits shall be released only after successful completion of the work during contract period and after passing the final bill. The competent authority shall be normally be the authority who is competent to sign the contract. This competent authority is of the rank lower than JA grade, then a JA grade officer (concerned with the work) should issue 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 contractors and that there is no due from the contractor to Railway against the contract concerned. Before releasing the SD, an unconditional and unequivocal “no claim certificate” from the contractor concerned should be obtained.

32.3 No interest will be payable upon the Earnest Money, and Security Deposit or amounts payable to the Contractor under the contract.

33. **PERFORMANCE GUARANTEE:**

The successful tenderer should submit the performance guarantee (**Annexure-VII**) and the procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a performance guarantee (PG) within 30 days from the date of issue of letter of acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty days) and up to 60 days from the date of issue of LOA may be given by 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 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 tender for that work.
- (b) The successful bidder shall submit a 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 percent below the market value.
- (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks.
- (v) Guarantee Bonds executed or Deposit 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 percent below market value or at the face value whichever is less.

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

Note:

The instruments as listed above will also be acceptable for guarantees in case of mobilisation advance.

- (c) The performance guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease) in case during the course of execution, value of the contract 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 the '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 and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
- iii) The contractor 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.

34. **NATIONAL ELECTRONIC FUND TRANSFER (NEFT):**

NEFT is mandatory from 01.01.2008. No. Registration/Renewal of Firms will be granted without NEFT system after 01.01.2008. All payments after 01.04.2008 are being made only through NEFT/RTGS. Firms to keep mandate forms along with their offer. Work order will not be issued without Mandate Forms (**Annexure- IX**).

35. **SIGNING OF “NO CLAIM” CERTIFICATE: -**

The contractor shall not be entitled to make any claim what so ever against the Railway under or by virtue of or arising out of this contract nor shall the Railways entertain or consider any such claim if made by the Contractor, after he shall have signed a “No claim” certificate in favour of the Railway in such form as shall be required by the Railways after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by “No claim” Certificate or demanding a clearance to arbitration in respect thereof.

36. **ARBITRATION CLAUSE:**

Any dispute arising out of contract shall be settled through arbitrations as per GCC.

- 36.1 The provision of clause 63 and 64 of the General Conditions of Contract will be applicable only for settlement of claims / disputes, for values less than or equal to 20% of the original value (excluding the cost of materials supplied free by Rly.) of the contract or 20% of the actual value of the work done (excluding the value of the work rejected) under the contract, whichever is less. When claims / disputes are of value more than 20% of the value of the original contract or 20% of the value of the

actual work done under the contract whichever is less, the contractor will not be entitled to seek such disputes / claims for reference to arbitration and the provisions of clause 63 and 64 of the General Conditions of Contract will not be applicable for referring the disputes to be settled through arbitration.

- 36.2 The contractor shall furnish his monthly statement of claims as per clause 43(1) of General Conditions of Contract. But, the contractor should seek reference to arbitration to settle the disputes only once, subject to the condition as per para-36.1.
- 36.3 These special conditions shall prevail over the existing clause of 63 & 64 of General Conditions of Contract.

37. **ERROR OMISSION AND DISCREPANCIES:**

The tenderer should not take any advantages or any misinterpretation of the conditions due to typing or any other error and if any contradictions, only the printed rules and books should be followed and no claims for the misinterpretations shall be entertained.

NOTE:

1. The Tenderer is advised to make visit to Carriage Workshop, Lallaguda, Secunderabad for assessing scope of work and get familiar with the drawings, specifications etc. and also take any clarifications required regarding the Tender and then submit the offer.
2. In case of any dispute regarding makes/ specifications and supply of materials decision of CWM/LGDS is final.
3. Tenderer shall have to quote compulsorily for all the items only in the proforma attached in **Part-III** (Schedule of Rates & Quantities).

PART-II

SCOPE OF WORK, SPECIFICATIONS & SPECIAL CONDITIONS OF TENDER.

- 1.0 **Scope of Work:** Refurbishment of 38 coaches i.e. 4 ACCN, 22 CN & 12 GS coaches at Carriage workshop, Lallaguda, Secunderabad.

Scope includes:

- a) Complete stripping of LP panels.
- b) Complete stripping of all amenity fittings.
- c) Stripping of roof sheets based on requirement.
- d) Complete stripping of Aluminium/MS/SS mouldings.
- e) Complete stripping of window frames along with vention/glass shutters in case of Non-AC coaches and complete stripping of AC window glasses along with the Rubber beadings in case of AC coaches.
- f) Complete stripping of PVC floor sheets in the passenger compartment, lavatories including Aluminium chequered plate.
- g) Complete stripping of Berths/Arms Rest/Bed cum Back Rest.
- h) Reconditioning window shutter frames wherever possible as decided by the Railways.
- i) Fitment of LP panels, amenity fittings, roof sheets, mouldings, reconditioned/new window frames in case of Non-AC coaches and window glasses in case of AC coaches.
- j) Provide PVC sheet in the passenger area and lavatories including PVC welding.
- k) Fitment and alignment of trimmed berths/arm rest/bed cum back rest, 100% trimming of berths has to be carried out by the Contractor inside the workshop duly utilizing the facilities and materials provided by the Railways.
- l) Stripping and fitment of light luggage racks in case of GS coaches.
- m) Renewal of compreg slates on condition basis for fitment of berths.
- n) Disposal of Scrap to Scrap yard by using the transport/loading equipment provided by the Railways. Loading shall be borne by the contractor.
- o) All serviceable items should be segregated and handed over to SSE/Carriage Store.

2.0 **Schedule of quantities & Procedure of the work:**

- 2.1 Refurbishment of 38 coaches (4 ACCN, 22 CN & 12 GS coaches).

- 2.2 After taking over the coach by the Contractor, the work has to be carried out in a sequence mentioned below:

- a) Complete stripping of amenity fittings needs to be removed.
- b) All Aluminium/MS/SS mouldings provided inside the coach needs to be removed by using screw driver.
- c) LP panels should be removed carefully duly removing the screws.
- d) All window shutter mouldings should be removed. All window frames including vention/glass shutters in case of Non-AC coaches and all AC window glass along with Rubber beadings in case of AC coaches needs to be stripped.
- e) Lavatory doors and amenities provided inside the lavatory should be removed.
- f) All berths and light luggage racks (of GS Coaches) should be removed carefully and taken to the identified location.

Signature of tenderer

- g) The LP panels, amenity fittings need to be taken out from the coach properly and hand over the same to the SSE/Carriage Stores. SSE/Carriage Stores in turn takes stock of all serviceable items and initiate for condemnation of unserviceable materials.
- h) The Contractor has to make arrangements to dispose of all condemned panels, other associated condemn materials to the location as identified by SSE/Carriage.
- i) After complete stripping of the coach, SSE/Corrosion will inspect the coach and carry out repairs if any required on the trough floor, partition frames and lavatory partition frames.
- j) After completion of interior corrosion repairs by SSE/Corrosion, SSE/Carriage will advise Contractor to go ahead with interior paneling.
- k) The Contractor has to collect new LP sheets, new roof sheets, new light luggage racks, compreg slates and all amenity fittings from SSE/Carriage Stores and make arrangements for fitment of the same.
- l) In case of AC coaches, all window AC glasses to be provided with new one including rubber beadings as supplied by Railways.
In case of Non AC coaches, removed window frames needs to be examined and to be reconditioned wherever it is possible. Reconditioning includes providing new venton shutter and new glass shutter and ease the shutter spring, window shutter bolts etc. Wherever it is not possible to recondition the window shutter frame assembly, the entire unit shall be replaced as supplied by the Railways. The decision regarding servicing the existing shutter frame/ replacing the shutter frame lies with the Railways and contractor is expected to follow the instructions given by Railways.
- m) The berths/arm rest/bed cum back rest removed from the coach needs to be trimmed 100% by the Contractor using the facilities provided by the Railways and ensure renewal of DTPB, Rexine etc.
- n) New compreg slates shall be replaced on condition basis for fitment of berths and the same can be collected from SSE/Carriage Stores.
- o) The completed berths need to be fitted back into the coach and align the berths properly.
- p) PVC floor needs to be provided properly in the lavatories and passenger compartment and also carry out welding. The PVC floor and adhesive required for PVC and PVC welding electrode and welding torch shall be provided by the Railways. The Aluminum Chequered plates has to be fixed in doorways and Lavatory paths.
- q) All the stripped material like DTPB, Rexine, Aluminium scrap, MS scrap shall be segregated and the useful material shall be handed over to the SSE/Carriage Stores. Rubbish shall be disposed to the identified area through Railway transportation. MS/Al scrap should be segregated and disposed to Scrap yard using Railway Transport. Loading shall be the responsibility of contractor. Scrap window frames should be separated in to FRP/Aluminium/MS scrap and disposed to Scrap yard.

2.3 Various works needs to be carried out as per the procedure stipulated in the Maintenance Manual for BG coaches and the concerned ICF/RDSO Specification. Wherever required, necessary guidance will be given to the Contractor duly supplying the specification/drawing.

3.0 The Contractor is advised to visit the Workshop and study the scope of work required to be carried out as a part of refurbishment of coaches. Contractor shall be provided with the relevant literature for reference at the workshop. It is the responsibility of the Contractor to get himself familiar with the scope of work before participating in the Tender.

Signature of tenderer

4.0 Scope of supply from Railways:

- a) LP Panels
- b) NFTC sheets
- c) Light luggage racks
- d) Compreg slates
- e) Aluminium/MS mouldings, Curtain rod and brackets
- f) PVC sheets
- g) Vinyl cloth/Rexine and DTPB
- h) FRP / Aluminum windows and shutter frames, AC glass windows and window rubber beadings.
- i) All amenity fittings including plumbing items
- j) Adhesive for laying PVC
- k) Aluminium chequered plates
- l) Material required for fabrication of sliding doors, corridor doors and bottom seats
- m) All brackets for fans, lights etc
- n) All facilities required for trimming of the berths will be provided.
- o) Any other machinery required by the Contractor for refurbishment shall be provided by the Railways at free of cost.
- p) Space required for the Contractor for keeping tools etc, shall be provided.
- q) The items like adhesive, screws, stitching thread, felt required for assembly of berths and seats shall be supplied by the Railways.
- r) Screws, nails and miscellaneous fasteners required for fitment of LP panels, berths and other amenity fittings.
- s) Railway shall provide electrical supply at free of cost.
- t) Transportation truck for disposal of scrap i.e. Lorry/Tipper/Fork lift truck at free of cost.

5.0 Scope of supply from Contractor:

- a) Safety gear to the workmen i.e. protective clothing, industrial safety shoes, helmets and safety goggles.
- b) All tools required by the workmen like screw drivers, hammers, spanners, portable drilling machines including drill bits, small portable tools for cutting Aluminium/MS/SS mouldings.
- c) Contractor has to engage adequate men to complete the coaches as desired by Railways as per schedule.

6.0 Special Conditions of Contract:

- 6.1 The cost of damage caused to the Railway material/facilities in the working spot as assessed by CWM/Dy.CME will be deducted from the bills of the Contractor.
- 6.2 Provision will be made for the Contractor to keep the material/equipment in the shop premises.
- 6.3 The contractor has to engage the full time responsible supervisor to supervise the quality of work. He should be provided with mobile and should immediately respond to call given by the Railway Administration.
- 6.4 The Contractor has no right to demand more or less number of coaches.
- 6.5 The Contractor has to carry out the refurbishment of the coaches wherever it is placed in the workshop premises. He cannot demand for the coach placement at a particular place.

Signature of tenderer

- 6.6 The contractor shall maintain a work diary with the details of coaches attended date wise etc., which shall be jointly certified by the contractor's representative and the SSE/Carriage shop daily. Extract of this diary has to be submitted along with the bills without which the bills cannot be settled.
- 6.7 Any dispute arising out of contract shall be settled through arbitrations.
- 6.8 The delay in execution of work after the agreement/work orders are finalized/ issued due to labor unrest, non-availability of man-power or any other reason shall not be accepted as an excuse for delay in execution of contract. Such delay to be dealt appropriately. Contractor is advised to read the clauses of the GCC pertaining to liquidated damage and determination of contract.
- 6.9 The Contractor has to arrange his own labour for transportation of berths and other materials within the workshop. Forklift truck/Lister truck required for movement of material shall be provided by the Railways at free of cost.
- 6.10 The Contractor has to dispose perished/released cushions and Vinyl Cloth/Rexine at specified location as specified by the Railways.
- 6.11 The densified thermal bonded polyester blocks (DTPB) are required to be cut to sizes as per the need and measurements of berths/seats. The same has to be carried out by the Contractor.
- 6.12 Any small modifications as suggested by the Railways shall be carried out by the Contractor.
- 6.13 Contractor shall not demand for any particular type, specification and size of material. The material supplied by Railways shall only be used

7.0 Inspection:

- 7.1 SSE/Carriage shall conduct minimum one check per coach during the process of stripping to ensure the stripping is carried out as specified.
- 7.2 Stage inspection has to be conducted after complete stripping of every coach to ensure that all the items are stripped by the contractor as prescribed.
- 7.3 Stage inspection has to be conducted by SSE/Carriage during the process of fitment to ensure the work quality during fitment.
- 7.4 Final inspection shall be conducted by SSE/Carriage to ensure the final quality.
- 7.5 Record shall be maintained by SSE/Carriage during the above checks.
- 7.6 SSE/Carriage has to conduct one check during the process of laying of PVC and one more check after completion of PVC laying to check the quality and maintain record of these checks.
- 7.7 AWM/Carriage is nominated to execute the contract and shall carry out the following inspections:
 - a) Carry out one inspection/coach during the process of stripping.
 - b) Carry out one inspection/coach after completion of coach.
 - c) AWM shall maintain record for above checks and also certify the 20% test check in the Measurement book as well as on the bill.
 - d) AWM has to ensure the record keeping by SSE/Carriage regarding the inspection prescribed to him.
- 7.8 The CHIEF WORKSHOP MANAGER or Workshop officers or inspection/certifying supervisors or his authorized representatives shall have free access to inspect the work and performance of the contractor at all times.
- 7.9 The Contractor shall make arrangement for rectification of all the defects as pointed out by the SSE/Carriage.

Signature of tenderer

7.10 The Contractor shall maintain a work diary and take the signature from the SSE/Carriage on daily basis.

8.0 Period of Contract:

8.1 Six months from the date of issue of LOA.

8.2 Contractor has to complete 38 coaches in 6 months period @ 7 coaches per month or as given by the Railways. He shall also satisfy the requirement of CWM.

8.3 Each coach should be completed within 30 working days from the date of allotment and it should not cross 40 working days in no case.

9.0 Penalty:

9.1 If the work is found to be unsatisfactory/ incomplete at any stage, the work shall be terminated by Railway and concluded as per GCC/SPCC provisions.

9.2 Contractor has to complete 7 coaches per month and satisfy the requirement of CWM. In case of non compliance of requirement of CWM, a penalty of Rs.5,000/- is levied.

9.3 Coach is expected to be completed within 30 working days. If the No. of days exceeds maximum period of 40 working days, a penalty of Rs.2,000/- per day will be imposed.

9.4 No payment shall be made for the rejected coaches till the coaches are passed by the Shop In charge. If the same coach is rejected twice on poor quality of work, 10% of the cost of accepted rate shall be deducted from the bills.

9.5 If the stripping of the material is not carried out properly with recommended tools, a penalty of Rs.2,000/- per coach is levied.

9.6 If the scrap materials are not unloaded properly and not disposed at identified location, a penalty of Rs.2,000/- will be levied per coach.

9.7 Non compliance of any guidelines/procedures will attract a penalty of Rs.2,000/- per occasion.

9.8 The contractor should supply and ensure wearing of the safety items. Any deviation in this regarding will be viewed seriously and a penalty of Rs.500/- per employee per day will be levied.

9.9 Any other aspect where CWM/Dy.CME feels that it has caused delay in completion of work will attract a penalty of Rs.2,000/- per coach.

10.0 Mode of payment:

10.1. No advance payment will be made to the contractor.

10.2. Payment for the work completed will be done on completion of coach and on submission of certified bill as per the Railway norms. To arrange payment a bill comprising of charges for the coaches completed will have to be submitted. The claimed bill shall consist of following documents/records.

(i) Last month wages paid voucher/wage register record for the man power engaged.

(ii) Self certification in compliance of all applied Acts/laws/statutory regulations/rules related to contract labor engagement as per **Annexure-X**.

(iii) Final inspection certificate as per **Annexure-XII** to be enclosed.

Signature of tenderer

- 10.3. The bill is to be submitted to the Senior Section Engineer, Carriage Shop who will in turn verify and submit to office of CWM/LGD with a check sheet. Senior Section Engineer/Carriage Shop will maintain the Measurement book. Payment shall be made after deducting the cost of damages, penalties if any and any taxes and dues as applicable.
- 10.4. AWM/Carriage is nominated to execute the contract including certification of 20% test check on M. Book. OS/Expenditure shall verify the records, measurement book and 20% certification of AWM.
- 10.5. The Railway will not make any payments for any such additional work carried out by the contractor without permission of the Railway's authorized representative.
- 10.6. Payments shall not be made for items of work/quantities not attended to or not done by the contractor.
- 10.7. Railways shall be entitled to deduct income tax and surcharge on income tax and other taxes as per the Government regulations applicable from time to time.
- 10.8. In case wages are not paid to workers engaged by the contractor the amount due will be recovered from the contractor bill.

11.0 Labour:

11.1. The contractors shall adhere to stipulations in regard to eligibility of labour to be employed as laid down by the state Govt./Labour commissioner including payment of wages as per Govt. Rules.

11.2. Wages to Labour:

- (i) All the rules under the Contract labour (Regulation & Abolition) Act 1971 shall be applicable.
- (ii) The contractor has to maintain Muster roll and Wage register as per the Contract labour (Regulation & Abolition) Act 1971.
- (iii) The contractor shall arrange payment under the supervision of authorized representative of Principal employer.
- (iv) The contractor has to produce labour license from the Labour Commissioner as per the extant rules.
- (v) The authorized representative of the Principal employer shall record under his signature a certificate at the end of the entries in the Register of wages or Register of wages cum Muster roll as the case may be, in the following form:

“Certified that the amount shown in the column No..... has been paid to the workmen Concerned in my presence on at”

11.3. The contractor shall be responsible for supply of IDENTITY cards engaged for the above work for easy identifications of the labourers during working hours. No separate payment shall be admissible for Identity card, provided to employed labourers by Contractor. The persons so engaged by contractor should have Identity card issued by contractor. Copies of the identity cards are to be jointly signed by contractor and railway official [WM/PE] and shall be submitted to IPF/LGD.

Signature of tenderer

- 11.4. The contractor shall furnish a list of manpower deployed by him along with full description, address etc. for this work prior to start of the work to the officer-in-charge of this work at Lallaguda and shall notify the changes there in from time to time. Age group of employees shall be between 18 to 58.
- 11.5. The Railway is not responsible to pay compensation/insurance in case the contractor's staff, gets injury/an accident or in the event of death during working or in the premises. It is total responsibility of the contractor to take care and liability in such issues.
- 11.6. The persons so engaged by the contractor should be courteous, well mannered and well behaved. Railway reserves the right to ask the contractor to remove any person, if found to be unsuitable for work or on any other ground like bad conduct, bad performance etc. In such situation the contractor must remove and dismiss the concerned person and replace with a suitable person forthwith. The person so removed, must not be entertained by the contractor at the site of Railways.
- 11.7. The contractor should meet all statutory requirements under different Central and State Govt. laws and rules including payment of wages to the contract laborers, deduction of PF dues as per rules, and making insurance of all employees so engaged by the contractor against risks of accidents etc.
- 11.8. Contractor shall ensure that only identified and authorized persons are engaged by him to carry out the work in the Lallaguda premises and they do not create any nuisance or disturbances.
- 11.9. That the contractor shall not allow/entertain any outsider other than the list of labor as given as per para **11.3** in any form in the premises of Lallaguda Workshop without the specific permission of the competent authority of Lallaguda failing which this contract can be terminated & security deposit forfeited.
- 11.10 The Contractor will be responsible for the Compliance with the provision of hours of employment regulations in respect of the labourers employed by him in the manner decided upon by the appropriate authorities. The terms appropriate authority means central Govt. as laid down in rules in respect of hours of employment regulation 1951 and subsequent rules as issued from time to time by the state Govt.
- 11.11 The Railway shall not entertain any request or claim by the contractor's labour for any temporary/casual/permanent employment in the Railway on the basis of work done through this contract at any point of time. The contractor shall make this clear to his labourers.
- 11.12 Railway will not provide any medical facilities to the staff & supervisor engaged by contractor.
- 11.13 Contractor shall be solely responsible for taking care of their staff & supervisor against any accident or safety risk.

- 11.14 The contractor shall remain liable for theft of any Railway material by his staff. He must take necessary proceedings against each staff to prevent such occurrence and shall reimburse the cost of any stolen material, which will be determined by the Railway administration. In the event of there being repeated cases, the contract shall be liable to be terminated by giving 7 days' notice and the contractor shall be liable for the loss of damage suffered by the administration.
- 11.15 The contractor should supply and ensure wearing of the safety items. Any deviation in this regarding will be viewed seriously and a penalty prescribed will be levied.
(a) uniform (b) Industrial safety shoes (c) Helmet (d) Safety goggles
- 11.16 All the contract labour should be in uniform and ID card during the working hours.

**for CHIEF WORKSHOP MANAGER
Carriage Workshop, Lallaguda,
S.C.Railway, SECUNDERABAD
for & on behalf of the President of India**

PART-III

SCHEDULE OF RATES AND QUANTITIES

Name and place of work: Refurbishment of 38 coaches i.e. 4 ACCN, 22 CN & 12 GS coaches at Carriage workshop, Lallaguda, Secunderabad.

Total Estimated cost: Rs.54,82,141.32 (Rupees Fifty four lakhs eighty two thousand one hundred forty one and thirty two paise only).

Schedule of Estimated quantities and rates: -

Table-1: Approximate Estimated Rates and Quantities: -

S.No.	Type of Coach	Qty.	Cost/ Coach in Rs.	Total Value in Rs.
A	B	C	D	E = C x D
1	ACCN	4	161433.85	645735.40
2	CN	22	142536.50	3135803.00
3	GS	12	141716.91	1700602.92
Grand Total				5482141.32

Table-2: Tenderer's offer: Tenderer shall quote in the following Table

S. No.	Type of Coach	Qty.	Cost/ Coach in Rs.			Total Value in Rs.	
			Basic Rate	Service Tax @ ----- %	Other Statutory Payments like EPF & ESI etc.,		Total Cost
A	B	C	D	E = D x ----- %	F	G = D+E+F	H = C x G
1	ACCN	4					
2	CN	22					
3	GS	12					
Grand Total in Figures							
Grand Total in Words:							

Signature of tenderer

Guidelines for quoting the Rates:

1. The rates given in the **Table-I** are approximate estimated cost inclusive of labour, Service Tax and Statutory Payments like ESI, EPF etc.
2. The firm has to quote the individual rates i.e. labour cost, service tax and statutory payments like ESI, EPF etc. & all other duties, levies, cess etc. as applicable in the **Table-II**. Tools & Equipment to execute the work and Safety gear to the contract labour shall be borne by the Contractor.
3. Total value quoted should be both in words and figures in this sheet, in case of ambiguity rate quoted in word shall be considered valid.
4. Payment will be done only for attended scheduled quantities at prevailed accepted rates.
5. The contractor/tenderers are advised to inspect the site to familiar with the scope of work, related drawings etc., before quoting for the tenders.

Signature of Tenderer with Seal & Date:

Signature of tenderer

1. ENGINEERING ORGANIZATION AVAILABLE ON HAND

Sl.No	Name & Designation of Employee	Qualification	Previous Experience	Working	
				From	To
01	02	03	04	05	06
A					
B					
C					
D					

2. ENGINEERING ORGANIZATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM ABOVE.

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

3. ENGINEERING ORGANIZATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM OUTSIDE

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

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

Signature of tenderer

1. PLANT & MACHINERY AVAILABLE ON HAND

Sl.No.	Particulars of machinery, Plant & equipment	No. of units	Kind and make	Capacity	Age and condition	Approx. cost in Rs. In lakhs	Purchase Bill No & Date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
D							

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

Sl.No	Particulars of machinery, Plant & equipment	No. of units	Kind and make	Capacity	Age and condition	Approx. cost in Rs. In lakhs	Purchase Bill No & Date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
D							

3. PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM OUTSIDE

Sl.No	Particulars of machinery, Plant & equipment	No. of units	Kind and make	Capacity	Age and condition	Approx. cost in Rs. In lakhs	If to be purchased, give likely date of receipt and supplier's Name.
01	02	03	04	05	06	07	08
A							
B							
C							
D							

Signature of tenderer

EXPERIENCE CERTIFICATE

Date:

Sl. No	Work Details	Details
1	Name of Work	
2	Agreement Number, date and name of the agency	
3	Agreement value in Rupees (in words and figures)	
4	Due date of completion	
5	Number of Extensions granted	
6	Actual date of completion of Work	
7	Value of Final Bill if passed (in words)	
8	Work completed but Final measurements not recorded a) Amount paid so far as in CC Bill No.	
9	Work completed, Final measurements recorded with positive variation which is not sanctioned yet a) Amount so far paid as in CC Bill No.	
10	Work completed, if Final measurements recorded with positive variation whichever is lower	

Note:

- 1) This certificate in this proforma is to be issued only for **Completed Work**.
- 2) This certificate to be issued only by Executive in charge officer of the work in Open Line/ Construction. This type of Certificate may be obtained from Superintendent Engineer in charge of the Work from State Government/Public Sector Undertakings.

Signature :
Name of Officer :
Designation :
Address :
Office Seal :

Signature of tenderer

LIST OF WORKS ON HAND WITH THE TENDERER

Sl. No.	Name of Work	Agreement No. and Date	Designation and address of agreement signing authority	Agreement value in lakhs	Bill amount paid so far in lakhs	Due date of completion	Number of extensions taken
Railway Works							
A							
B							
C							
D							
E							
State Govt. Works							
A							
B							
C							
D							
E							
Public Sector Undertaking Works							
A							
B							
C							
D							
E							

Signature of tenderer

PROFORMA FOR PAST EXPERIENCE & PERFORMANCE

Sl.No.	Name, address, telephone No., Fax No. etc., of customer/organization	Value of Contract (Rs.)	Agreement No. & date	Date of completion	Remarks

Signature of tenderer

AGREEMENT OF WORK

(Not to be filled at the time of submission of the tender)

CONTRACT AGREEMENT NO. _____ Dated _____ 2015.

ARTICLES OF AGREEMENT made this _____ day of _____ 2015 between the president of India acting through the Railway Administration hereinafter called the "RAILWAY" of the one part and _____ hereinafter called CONTRACTOR of the other part.

WHEAREAS the contractor has agreed with the railway for the performance of the work of "Refurbishment of 38 coaches i.e. 4 ACCN, 22 CN & 12 GS coaches at Carriage workshop, Lallaguda, Secunderabad" set forth in the schedule here to annexed upon the General Conditions of contract and the specifications of the South Central Railway and the special condition and special specification and in conformity with the drawings here up to annexed AND WHEREAS the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that is consideration of the payments to be made by the Railway, the contractor will duly perform the said works in the said schedule set-forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the railway and will complete the same in accordance with the said specifications and said of conditions of contract on or before the _____ day of _____ 2015 and will maintain the said works for period of _____ calendar months from the certified date of their completion and will observe, fulfill and keep all the condition therein mentioned (Which shall be deemed and taken to be part of this contract as if the same had been fully set-forth herein) AND the RAILWAY do hereby agree that if the CONTRACTOR shall duly perform the said work in the manner aforesaid and observe and keep the said terms and conditions, the Railways will pay or cause to be paid to the contractor for the said works on the final completion there of amount due in respect there of at the rates specified in the schedule hereto annexed.

Signature of Contractor

**For Chief Workshop Manager
for and on behalf of THE PRESIDENT OF INDIA
(Carriage Workshop, Lallaguda, Secunderabad)**

Contractor Address

DATE:

Signature of Witness (with address)

1.

2.

Signature of tenderer

GUARANTEE BOND
(On Stamp Paper of requisite value)
(To be used by approved Scheduled Banks)

1. In consideration of the President of India, acting through the Dy.FA&CAO, Carriage Workshop, Lallaguda (hereinafter called 'Government') having agreed to exempt _____ herein after called the said Contractor (s)') from the demand, under the terms and conditions of Agreement No. _____ dated _____ made between _____ and _____ for _____ (hereinafter called 'the said Agreement'), of Performance Guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement on production of irrevocable Bank Guarantee amounting to 5% of the contract value i.e. Rs. _____ only. We _____ (indicate the name of Bank) (hereinafter referred to as 'the Bank' at the request of _____ (Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.
2. We under take to keep this performance guarantee in force till satisfactory completion of the work and maintenance period is over.
3. We, _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor (s) of any of the terms or conditions or any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
4. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s)/Suppliers) shall have no claim against us for making such payment.
5. We, _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till CWM,

Signature of tenderer

Carriage Workshop, Lallaguda certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee there after.

6. We, _____ (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to 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 of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government or by any such matters or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).

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

Dated, the _____ day of _____ for _____
_____.

(SIGNATURE)
BANK

Witness:

1.

2.

* * * *

Signature of tenderer

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract, herein after mentioned as GCC of South Central Railway, as amended/corrected/updated time to time is applicable for this contract. The copy of which may be obtained from the office of the Principle Chief Engineer, South Central Railway, Secunderabad against requisite payment.

NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) MANDATE FORM (NEW)

From:

M/s.

Date:

To,
DY.FA&CAO/WS,
LALLAGUDA,
SOUTH CENTRAL RAILWAY,
LALLAGUDA.

Sub: NEFT Payments.

* * *

We prefer to the NEFT being set up by S.C.Rlys. For remittance of our payments using RBI's NEFT scheme. Our payments may be made through the above scheme to our under noted account.

Name of the City :

Bank Code No. :

Name of the Bank :

Branch Address :

Branch Tel/Fax No. :

Supplier's/Contractor's Account No. :

Type of Account :

IFSC Code for NEFT :

IFSC Code for RTGS :

Supplier's/Contractor's name as per account :

Telephone No. of Supplier/Contractor :

Supplier's/Contractor's E-mail ID :

PAN No. :

Signature of Supplier/Contractor
Stamp & Address

Confirmed by Bank :

Enclose a copy of cancelled cheque

Signature of tenderer

**Contractor Compliance Self Certification
(w.r.t. Acts/Statutory regulations/rules related to contract labour engagement)**

I/We _____ have complied all applicable Acts, Laws, rules & regulations of govt. of India and govt. of Andhra Pradesh w.r.t. contract labour engagement for the month _____ year in carrying out outsourcing contract work of “**Refurbishment of 38 coaches i.e. 4 ACCN, 22 CN & 12 GS coaches at Carriage workshop, Lallaguda, Secunderabad**”.

Date:

Signature of the Contractor
representative and name

Place:

Contractor firm seal:

Signature of tenderer

Coach Wise Final Inspection Cum Certification of contractor's WorkCoach Type & No. _____ & _____ **Date:**

a = Date of handover to contractor:

b = Date of completion:

c = No. of days in Railway custody for corrosion repairs:

d = No. of days under contractor:

Sl.No.	Details	Yes/No/Satisfactory/ Non- satisfactory	Remarks
1.	Fitment of paneling as per the scope of work.		
2.	Fitment of all amenity fittings and items as per scope of work.		
3.	Fitment and alignment of trimmed berths as per the scope of work.		
4.	Provision of PVC flooring as per the scope of work.		
5.	Final execution of the work as per the scope of work (quality of the work)		
6.	Penalties if any		

SSE/Carriage/Genl.

AWM/LGDS**Signature of tenderer**

CHECK LIST

Sl.No.	Items	Write YES or NO.
1.	Have you submitted the filled up & duly signed in declaration form?	
2.	Have you submitted the Cost of Tender form for Rs.5,000/- in person or Rs.5,500/- for postal delivery?	
3.	Have you submitted the Earnest Money for Rs.1,09,650/- in approved form?	
4.	Have you submitted the List of personnel, organization available on hand and proposed to be engaged for the subject work (Annexure-I)?	
5.	Have you submitted the List of plant and Machinery/accessories on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work (Annexure-II)?	
6.	Have you submitted the attested copy of experience certificate for similar nature of work for a value of Rs.19,18,749.462 (Annexure-III)?	
7.	Have you submitted the List of works on hand (Annexure-IV)?	
8.	Have you furnished the details of past experience (Annexure-V)?	
9.	Have you submitted the attested copies of certificates from the employer/client, audited balance sheet duly certified by Chartered Accountant for Turnover for a value of Rs.82,23,211.90Ps.	
10.	Have you quoted individual rates in proforma (Part-III)?	
11.	Have you kept your offer valid for 90 Days?	
12.	Have you signed each page of the tender offer?	

“END OF TENDER DOCUMENT”

Signature of tenderer