

RR/PR/WC/760/15-16/70



CENTRAL RAILWAY

MECHANICAL DEPARTMENT

TENDER DOCUMENT

**OFFICE OF THE CHIEF WORKSHOP MANAGER,
CARRIAGE WORKSHOP
MATUNGA MUMBAI 400019.**

RR/PR/WC/760/15-16/70



CENTRAL RAILWAY

TENDER DOCUMENT

1. **Tender No.** : **RR/PR/WC/760/15-16/70**
2. **Name of work** : **Reconditioning of Crane EOT -10 Ton, Plant No.1790 at Smithy shop / Matunga Workshop.**
3. **Approximate Cost** : **₹ 16,07,430/-**
4. **Quantity** : **01 No..**
5. **Completion period** : **02 months**
6. **Name of Tenderer** : **M/s._____**
7. **Validity of offer** : **90 days**
8. **Issued by** : **Dy. Chief Mechanical Engineer (P), CARRIAGE WORKSHOP, Central Railway, Matunga.**

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CENTRAL RAILWAY

Chief Workshop Manager's Office, Matunga, Mumbai- 400 019.

Tender Notice No. RR/PR/WC/760/15-16/70

Sr. No.	Name of Work	Approx Cost (₹)	Cost of tender form (₹)	EMD (₹)	Completion Period	Date & Time for submission of Tender	Date & Time for opening of Tender
1	Reconditioning of Crane EOT - 10 Ton, Plant No.1790 at Smithy shop / Matunga Workshop.	16,07,430/-	2,000/-	32,200/-	02 Months	Up to 12:00 hrs. on dt. 19/12/2015	12.15 hrs. on dt. 19/12/2015

Complete details of tenders are available at Central Railway official website www.cr.indianrailways.gov.in & www.tenders.gov.in and the complete documents can be downloaded from the website. The tender form & complete details of tender are also available at 1st floor, Works Cell, Chief Workshop Manager's Office, Matunga.

**Dy. Chief Mechanical Engineer (P)
Matunga, Mumbai.**

RR/PR/WC/760/15-16/70
CENTRAL RAILWAY

INFORMATION FOR TENDER NO. **RR/PR/WC/760/15-16/70**

Dy. Chief Mechanical Engineer (P), Matunga for and on behalf of The President of India invites tender in sealed covers on the prescribed forms from reputed contractors for the following work.

Name of the work **Reconditioning of Crane EOT -10 Ton, Plant No.1790 at Smithy shop / Matunga Workshop.**

Tender sale from During working hrs. from dt. 27/11/2015 at Works Cell, 1st floor, CWM Office, Carriage Workshop, Central Railway, Matunga, Mumbai - 400 019. The tender documents are also available on website in PDF format at www.cr.indianrailways.gov.in & www.tenders.gov.in The tenderers who prefer to download and submit tender will have to furnish two separate DDs one towards EMD and other for the cost of tender document (Non refundable).

Tender sale up to	15.00 hrs. on dt.18/12/2015
Tender submission up to and tender box sealed at	12.00 hrs. on dt.19/12/2015
Tender opening at	12.15 hrs. on dt.19/12/2015
Venue of Tender submission and Tender opening	1 st floor, CWM Office, Carriage Workshop, Central Railway, Matunga, Mumbai – 400 019.

Approximate cost : **₹ 16, 07,430** /- (Rupees Sixteen Lakhs Seven Thousand Four Hundred Thirty only).

Quantity : 01 No.

Completion Period : 02 Months

Validity of offer : 90 days.

Earnest Money : **₹ 32,200/-**. Form of submission of earnest money can be checked in the Tender booklet. Tender unaccompanied with requisite earnest money will be summarily rejected.

Cost of the Tender forms : **₹ 2,000/-**. The cost of tender (Non refundable) form may please be remitted with any station of Central Railway and original money receipt should be produced for getting the tender form. D.D or Pay order from Nationalized/ Scheduled Bank, drawn in favour of “Chief Cashier, Central Railway, Mumbai CST is also acceptable.

The tenderer or their authorized representatives can remain present at the time of opening of the tender. In case dt.19/12/2015 happens to be holiday due to any reason the tender will be opened on the next working day at the same time and place.

For any additional information/clarification contact Dy. Chief Mechanical Engineer (P), Carriage Workshop, Central Railway, Matunga, Mumbai 19 in his office on any working day during working hours.

RIGHTS ARE RESERVED TO REJECT ANY TENDERS WITHOUT ASSIGNING ANY REASON THEREOF.

For Dy. Chief Mechanical Engineer (P)/ Matunga.

CONTRACTOR

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For Dy. Chief Mechanical Engineer (P)/ Matunga

RR/PR/WC/760/15-16/70
Start of Tender Document

Important Notes for Intending Tenderers:-

Please Ensure that -

1. You have signed the offer page with full name, address and witness filling all the blanks.
2. You have filled in the required columns.
3. Accept the validity period of 90 days.
4. Do not quote special conditions of your own, as they are likely to vitiate your tender and make it prone to rejection.
5. All pages are signed, correction neatly scored out and initialed wherever required.
6. Please do not leave any lapses, which may lead to declaration of your offer as **INVALID**.
7. The earnest money deposited by the successful tenderer/tenderers will be retained towards the security deposit for the due and faithful fulfillment of the contract.
8. Tenders must be enclosed in a sealed cover superscribed with the specified Tender number and must be deposited in the special box allotted for the purpose at **Works Cell, 1st floor, Carriage Workshop, Central Railway, Matunga, Mumbai 400019** Or can be sent by registered post to the above address so as to reach not later than the specified time of sealing the tender box on the day of tender opening.

The tender box shall be sealed and opened at the specified timings on the day of opening as detailed in the tender notice and corrigendum if any thereof.

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- 9. Precaution to be observed for down loading of Tender Document from Internet/ Website/Additional Special Conditions:**
- I. These additional special conditions are applicable to tender document and considered as part of it, which is downloaded from internet /website.
 - II. Tenderers may note that permitting of down loading of tender document is an added facility for convenience of Tenderer's. Railway, however, reserves right to extend this facility for selected works or continue only with direct sale of tender forms. In case, tender document is not uploaded on website or download failure or delay or incomplete document downloaded, whatsoever, Railway shall not be responsible in anyway. Railway shall not be responsible for any direct/indirect loss of business / profit resulting from inability to use this facility.
 - III. The Tenderer's shall download & print the Tender document solely for the purpose of bidding for above work and downloaded document shall not be used, copied or reproduced for any other purpose.
 - IV. The end of tender document is indicated by "END OF TENDER DOCUMENT" marker. Tenderer/s should carefully see that above marker appears on the last page of downloaded tender document to ensure that downloaded document is complete. Tenderer is suggested to check the integrity and completeness of document before submission.
 - V. The tender document downloaded from website though does not bear signature of Rly. authority shall have same authority as having directly purchased from Rly. office. Tenderers while submitting his offer must sign all pages of tender document.
 - VI. The downloaded and printed tender document along with the various other documents should be submitted as per details mentioned in tender document. The tenderer should clearly write on main tender cover and also on the top of sealed cover "Tender documents downloaded from website".
 - VII. The Tenderer/s is/are required to pay non-refundable cost of tender document in the form prescribed in tender notice while submitting their offer. In case they fail to furnish the requisite cost of tender document in prescribed form, their offer shall be rejected. The cost of EMD shall not be merged with cost of tender form and shall be separately furnished.
 - VIII. The Tenderer/s shall maintain the integrity of downloaded tender document and shall not make any change/addition/deletion/tampering, whatsoever, in the downloaded documents. The Tenderer's offer shall be rejected and full earnest money shall be forfeited, in case it is detected after submission of offer, that they have made any modification in downloaded documents. In case such modification is noticed even after award of contract, Rly. is liable to terminate the contract on contractor's default. In addition Railway reserves the right to take action against the firm as deemed fit, which may include Banning of Business Dealings with the firm and the firm is also liable to be prosecuted as per the law. After award of work, agreement will be prepared based on the master copy of tender document available in the Railway's office. In case, any discrepancy is noted in tender document submitted by Tenderer, the Master document kept with Rly. shall prevail and decision of Rly. thereon shall be final and binding on Tenderer/Contractor.

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- IX. Tenderer/s shall print the tender document on good quality A4 size papers of thickness 75 GSM or above and printed document shall be clearly legible. The document shall be properly bound and page numbers shall be in serial order as mentioned in downloaded documents. The Tenderer/s shall not be reimbursed with the cost of stationery, printing and binding etc. Offer of Tenderer/s is liable to be rejected by Railway, if tender document is not printed or bound as per above instructions. Further Tenderer shall bear expenses of internet connection and telephone charges, if any for downloading of tender document.
- X. The Tenderer/s shall keep themselves updated about any modification in tender notice and tender document, issued by Railway through newspapers, website or E- mail or any other means and shall act accordingly. It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in Website and the same shall be taken into account while submitting the tender. Tenderer offer is liable to be rejected if they have not enclosed all the corrections / corrigendum along with downloaded tender documents.
- XI. The “Additional Conditions for Tender Document downloaded from Website” must be signed by the Tenderer and enclosed along with the Tender document failing which the tender is liable to be rejected.
- XII. The following declaration should be given by the Tenderer while submitting the tender.

Declaration

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

Signature of Tenderer

10. Minimum Eligibility Criteria for Tenderers (Applicable for Open Tenders of Estimated value of ₹ 50 lakhs and above):

“Only those firms who satisfy the following criteria, need to quote for this tender.”

[a] Total contract amount received during the last three financial years and in the current financial year.	Should be a minimum of 150% of advertised tender value. Documentary evidence in terms of the same to be furnished by the Tenderers along with the offer.
[b] Should have completed in the last three financial years and in current financial year.	At least one similar single work for minimum value of 35% of advertised Tender value.

NOTE:- [I] Criterion [a] : Following documents will be relied upon for working out the total contractual amount received by the tenderer to evaluate credentials against criterion [a] above :

- Attested copy of Annual Income Tax returns filed with Income Tax Department.
- Attested copy of the Tax Deducted at Source (TDS) Certificate.
- Audited Balance sheet duly certified by Chartered Accountant.
- Attested certificates from Employer/Clients about the contractual payment received for the work done.

[II] Criterion [b] : This means the work should be physically completed in all respect and date of actual completion should be within qualifying period and total value of said work should be minimum 35% of advertised tender value irrespective of payment received during qualifying period.

- Tenderers should submit documentary proof in regard to fulfilling these eligibility criteria along with their offer. Each supportive documents / certificates from the organizations with whom they worked/ are working should be enclosed. The offers of tenderers who do not meet the eligibility criteria as mentioned vide (a), (b), above shall not be considered. The tenderers who fail to submit documentary proof along with their offer will, normally, not be considered.
- Work executed with Central/State Govt./Semi-Govt. Organizations/ Authorities, PSUs, Govt. of India undertakings shall only be considered to qualify above eligibility criteria Certificates from private individuals for whom such works are executed/being executed shall not be accepted.
- Tenderers may carefully note that their Contract Agreement for this work is liable to be terminated at any time later, in case any of the information furnished by them is found to be untrue or any adverse point comes to light subsequently. The decision of Railway in this regard shall be final and binding.

11. **Tenderers required to submit the following documents along with the tenders:**

As tender is being invited in one packet system, the tender shall be submitted in one cover as explained hereunder:

Envelope – clearly marked “**Tender for the work**” as heading shall contain following documents:

- (i) Earnest Money Deposit in proper form.
- (ii) Power of Attorney.
- (iii) Tender Document duly signed, stamped and completed.
- (iv) Programme for execution of work in schedule time, PERT Chart, Bar Chart, Method statement, Resource planning.
- (v) Partnership Deed and Power of Attorney duly notarised/registered.
- (vi) Statement of payments received by the firm for contractual works during the last 3 years (year wise) certified by the Govt. Departments of Annual Reports of the firm for the last three Financial years & in the current Financial year showing annual turnover duly audited by Chartered Accountants in support of Para 10 (a).
- (vii) Certificate from the controlling authorities of Govt./ Semi Govt. organization indicating value of work of similar nature carried out by the firm during the three previous Financial years and in the current Financial year in support of para 10 (b).
- (viii) Proforma No. I, II, III, IV, V, VI, & VII (attached herewith)
 - a. Proforma No. I: Particulars of Tenderer.
 - b. Proforma No.II: Details of works activities similar to tenderers work.
 - c. Proforma No.III: Details of all similar Works carried out during past 3 financial years i.e. current year and three previous years.
 - d. Proforma No.IV: Details of all similar Works in hand.
 - e. Proforma No.V: Details of Plant & Machinery owned by the Contractor.
 - f. Proforma No.VI: Particulars of Technical staff to be employed on the work.
 - g. Proforma No.VII: Declaration of site visit.
- (ix) Any other documents the Tenderer/s may like to submit in support of his credentials/scheme.

11/A The following documents should be submitted along with Tender:

- (a) List of Personnel, Organisation available on hand and proposed to be engaged for the subject work.
- (b) List of Plant and Machinery available 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 and in the current Financial year 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. Approximate value of balance work yet to be done and date of award.

Note: (1) In case of items (c) & (d) above, supportive documents/certificates from the Organisations with whom they worked/are working should be enclosed.

- (2) Certificate from private individuals for whom such works are executed/being executed will not be accepted.

11.1 Tenderers Special Conditions:

The Tenderer should normally not stipulate any special conditions while submitting his tender. In such an eventuality, Railway reserves the right to summarily reject such tenders without assigning any reasons whatsoever. The Tenderer should submit his tender in full conformity with the tender conditions of Central Railway, Matunga.

Partnership deeds, Power of Attorney, Credential certificates, Letter of Authorisation, etc. must be submitted either in original or as certified true copies duly attested by a Gazetted Officer.

11.2 Tenderers should quote their rates taking all aspects into consideration and offers with special condition stands to be summarily rejected.

11.3 The following documents form part of contract:

(a) Tender Document

(b) Central Railway's General Conditions of Contract (GCC) January 1999 as amended at the time of acceptance of the tender and at the time of execution of the agreement.

Note: Copies of the reference in (b) can be had on payment from the Office of Chief Workshop Manager, Central Railway, Matunga, Mumbai 400019.

12. Inspection of site before tendering:

The Tenderers are advised in their own interest to visit/examine all the sites of works and surroundings, availability of working space and its constraints, availability of all materials and labour including water for the work before submission of their bid/offer. They may obtain, for themselves on their own all the relevant information that is necessary for preparation of bid/offer and entering into the contract. The cost of visiting the sites shall be borne by the Tenderers.

Railway will provide necessary guidance to enable Tenderers to reach the sites and inspect the sites for their work. However, Railway will not be held responsible for any loss or damage to property, personal injury to the agent or staff of the Tenderer or costs and expenditure incurred as result of such visits.

Proforma for declaration of site visit shall be duly filled and signed for having gained sufficient knowledge regarding site conditions.

Before submitting a tender, the Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the work are taken into account and that the "percentage/rates he enters in the "Tender Forms" is/are adequate and all inclusive to accord with the provision in Clause-37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the engineer. No other claim shall be entertained such as regarding approaches/approach road in and outside Railway land and Contractor/s will bear entire expenses such as road taxes, payment for right of way etc to outsiders and for constructions of approaches/approach road etc.

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

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

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TENDER FORM

1. **Tender No.** : **RR/PR/WC/760/15-16/70**
2. **Name of work** : **Reconditioning of Crane EOT -10 Ton, Plant No.1790 at Smithy shop / Matunga Workshop.**

The President of India,
Acting through the,
Office of the Chief Workshop Manager,
CARRIAGE WORKSHOP,
MATUNGA,
MUMBAI 400019.

I/We M/s. have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this Tender open for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of full amount of my/our "Earnest Money". I/We offer to do the above mentioned work at the rate quoted in the attached offer sheet and hereby bind myself/ourselves to complete the work in the specified period from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the General and Special Conditions of Contract January 1999 corrected up to date and to carry out the work according to the special conditions of contract and specifications of materials and works as laid down by the Railway in the Annexed special conditions/specifications and standard schedule of rates as amended/corrected up to date.
3. The specified amount is herewith forwarded as earnest money. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies in case my/our tender is accepted and if :-
- (a) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready and
- (b) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
5. I/We agree to keep the offer open till such date as might be specified in the tender. It is understood that the tender documents have been sold/issued to us and we are permitted to tender in consideration of the stipulation on our part, that after submitting our tender we will not resile from our offer or modify the terms & conditions thereof in a manner not acceptable to the Dy. Chief Mechanical Engineer (P)/Matunga of Central Railway. Should

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we fail to observe or comply with the said stipulation, the amount of EMD shall be liable to be forfeited to the Railways.

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

Date.....

Tenderers :

.....

Signature of Tenderer (s)

Date.....

INSTRUCTIONS TO THE TENDERER

1. MEANING OF TERMS: - Definition

In these Regulations for Tenders and Contract the following terms shall have the Definitions meanings assigned hereunder except where the context otherwise requires :-

- (A) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Central Railway or of the Successor Railway authorised to deal with any matters which these presents are concerned on his behalf.
- (B) "General Manager" shall mean the officer in administrative charge of the whole of Railway or exercising the powers of General Manager for the subject contract and shall mean and include the General Manager of the successor Railway.
- (C) "Chief Workshop Manager" shall mean the officer in charge of the Matunga Workshop of Central Railway, and shall mean and include the Chief Workshop Manager of the successor Railway.
- (D) "Engineer" shall mean the Executive Engineer in executive charge of the works of the Mechanical Dept. of the Central Railway i.e. WM (P)/ WM (R) and superior officers of the Mechanical Department and shall mean and include the Engineers of the successor Railway.
- (E) "Engineer's Representative" shall mean the Assistant Engineer (AWM) in direct charge of the work and shall include any Resident Engineer or Sr. Section Engineer or any Inspector of the Mechanical Engineering Dept. appointed by the Central Railway and shall mean and include the Engineer's Representative of the successor Railway.
- (F) "Divisional Railway Manager" shall mean the Administrative Officer in charge of a Division of Central Railway for the time being and shall mean and include the Divisional Railway Manager of the successor Railway.
- (G) "Tenderer" shall mean the persons, the firm or company who tenders for the work with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.
- (H) "Contractor" shall mean the person firm or company whether incorporated or not who enters into the contract with the Railway and shall include their executors administrators, Successors and permitted assigns.
- (I) "Limited Tenders" shall mean tenders invited from all or some Contractors on the approved list of Contractors with the Railway.
- (J) "Open Tenders" shall mean tenders invited in open and public manner and with adequate notice.
- (K) "Works" shall mean the works contemplated in the drawings and schedules set forth in the tender forms and description of contract and required to be executed according to specifications.
- (L) "Specifications" shall mean the specifications for Materials & Works,

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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 Forms.

(M) "Drawing" shall mean the drawings, plans and tracings or prints thereof annexed to the Tender Forms.

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

**Singular and
Plural**

3 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 super session by special conditions of contract and/or special specifications, if any, annexed to the Tender Forms.

4 A contractor who has not carried out any work so far on This Railway should furnish particular regarding:

**Contractor's
Credentials**

(a) His financial position;

(b) Total contract amount received during the last 3 financial years and in the current financial year.

5 Should a tenderer find discrepancies in, or omissions from the drawings or any of the Tender Forms or should be in doubt as to their meaning he should at once notify the authority. Inviting tenders who may send a written instruction to all the tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

**Omissions
and
Discrepancies**

6.1.(i) The tenderer shall be required to deposit the specified amount with the tender towards earnest money.

**Earnest
Money**

(ii) **The earnest money should be in cash or Banker's Cheque / Demand Drafts in favour of FA&CAO of the Central Railway, executed by State Bank of India or any of the Nationalized Banks or by a Scheduled Bank.**

(A) Earnest money if deposited in form other than cash should be valid at least for 6 months from the date of tender opening and should be drawn in favour of "FA&CAO of the Central Railway".

(B) Guarantee bonds, Government securities (Stock) Certificates, bearer bonds, promissory notes, cash certificates, etc. **will not be accepted.**

(C) The earnest money wherever it is deposited in cash should be remitted to the FA&CAO of the Central Railway, and the receipt obtained should be enclosed with the tender as a proof of the deposit of requisite earnest money.

(iii). The earnest money should not be deposited at stations.

6.2 The facility of quoting tenders against standing earnest money or permanent earnest money has been withdrawn.

**Standing or
Permanent
Earnest
Money**

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- 6.3** Tenders unaccompanied with full earnest money in requisite form will under no circumstances be entertained and will be summarily rejected without further reference to the tenderer. No reference to previous deposit of earnest money and/or security deposit for adjustment against the present tender will be accepted, neither any request for recovery from any outstanding bills for earnest money against present tender will be entertained.
- 6.4** The earnest money for the due performance of the stipulation to keep the offer open till the date specified in the tender will be refunded to the unsuccessful tenderer/tenderers within a reasonable time. The earnest money deposited by the successful tenderer/tenderers will be retained towards the security deposit for the due and faithful fulfillment of the contract but shall be forfeited if the contractor fails/contractors fail to execute the Agreement Bond or start work within a reasonable time (to be determined by the Engineer-in-Charge) after notification of the acceptance of his/their tender.
- 6.4 (a)** Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the percentage/rates* he enters in the Tender Form is/are* adequate and all inclusive to accord with the provisions in Clause 37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- 6.4 (b)** **Time is the essence of the contract.**
Contractor should plan the work in such a way so as to complete whole work within the time provided for. Contractor should submit the bar chart showing planning of all the item of work for proper monitoring of the contract.
- 6.4 (c)** When work is tendered for by a firm or company of contractors, the tender shall be signed by the individual legally authorised representative to enter into commitments on their behalf supported by Power of Attorney & Partnership Deed in case of partnership firms.
- 7** The Railways will not be bound by any power of attorney granted by the tenderer or by change in the composition of the firm made subsequent to the execution of the contract. It may, however, recognise such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 8** At the advertised time and place, tenders received for work shall be opened by the nominated officer, and where practicable, the names of tenderers and the rates tendered by them read out in the presence of such of the intending contractors or their agents as may attend.
- 9** The Railway reserves the right of not to invite tenders for any work or works, or to invite open or limited tenders 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.

**Tender
Without
Earnest
Money**

**Care in
Submission
of tenders**

**Opening of
Tenders**

**Right of
Railway to
deal with
tenderers**

10 The Tenderer whose tender is accepted shall be required to appear at the office of Dy. Chief Mechanical Engineer (P) / Matunga in person, or if a firm or corporation, a duly authorised representative shall so appear and execute the contract documents within seven days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies. In the event of any tenderer whose tender is accepted shall refuse to execute the contract documents as herein before provided, the Railway may determine that such tenderer has abandoned the contract and thereupon his tender and the acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the earnest money and to recover the liquidated damages for such default.

**Execution
of Contract
documents**

11 Every contract shall be completed in respect of the documents it shall constitute. At least 3 copies of the contract documents shall be signed by the competent authority and the contractor and one copy given to the contractor.

12 The procedure for obtaining Performance Guarantee is outlined below:-

12 (a) The successful bidder should give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value.

12 (b) The Performance Guarantee (PG) shall be submitted by the successful contractor within 30(thirty) days from the date of issue of Letter of acceptance (LOA). Extension of time for submission of PG beyond 30(thirty) days and upto 60 days from the date of issue of LOA may be given by the competent authority signing the contract agreement. However a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. If contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated with forfeiture of EMD & other dues if any payable to the contractor against the contract. The failed contractor shall be debarred from participating in re-tender for that work. The Contract Agreement shall only be signed after submission of PG by the firm. The PG submitted by the firm shall initially be valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

**Introduction
of
Performance
Guarantee**

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

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- 12 (d)** Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be encashed and the balance work should be got done separately.
- 12 (e)** The balance work shall be got done independently without risk and cost of the original contractor,
- 12 (f)** The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

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CONDITIONS OF TENDER

1. The drawings for the works can be seen in the Office of Dy. Chief Mechanical Engineer (P)/Matunga, Central Railway, at any time during office hours.
2. General Conditions of Contract and Specifications for materials and works of the Central Railway can be seen at the office of. Dy. Chief Mechanical Engineer (P) /Matunga Central Railway, or obtained on payment at prescribed rate.
3. The Tenderer /Tenderers shall quote his/their rates with reference to each item and must tender for all the items shown in the attached Offer Sheet. The quantities shown in the attached Offer Sheet are given as a guide and are approximate only and are subject to variation according to the needs of Railway. The Railway accepts no responsibility for their accuracy. The Railway does not guarantee work under each item of the Schedule.

All rates should be written in words as well as in figures at all the pages wherever applicable. In case of discrepancies between the rate quoted in figures and words, the rate quoted in words will prevail.

4. Tenders containing erasures and alterations of the tender documents are liable to be rejected. Any correction made by the Tenderer/Tenderers in his/their entries must be attested by him/them.
5. The tender must be accompanied by the specified sum of as earnest money deposited in cash or in any forms mentioned in the tender notice/tender document failing which the tender will be summarily rejected.

The tenderer shall hold the offer open till such date as may be specified in the tender. It is understood that the tender documents have been sold/issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Dy. Chief Mechanical Engineer (P)/Matunga of the Central Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as security for the due performance of the above stipulation shall be forfeited by the Railway. If the tender is accepted, the amount of earnest money will be held as part of security deposit for the due and faithful fulfillment of the contract. The earnest money of the unsuccessful tenderer will as therein before provided be returned to the unsuccessful tenderers but the Railway shall not be responsible for any loss or depreciation that may happen to the security deposit for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession, nor be liable to pay interest thereon.

6. It shall not be obligatory on the said authority to accept the lowest tender and no tenderer/tenderers shall demand any explanation for the cause of rejection of his/their tender.
7. If the tenderer deliberately gives / tenderers deliberately give wrong information in his/their tender or creates/create circumstance for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage of Tendering or even after awarding of work.
8. If a tenderer expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a firm expires after

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the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled unless the firm retains its character.

9. 'Delayed' & 'Late' tenders will be dealt as per rules issued by Railway Board.
10. Non-compliance with any of the conditions set-forth herein above is liable to result in the tender being rejected.

11. Accepting Authority :-

The authority for the acceptance of the tender will rest with the Dy. Chief Mechanical Engineer (P)/Matunga, Central Railway who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders.

12. The successful Tenderer / Tenderers shall be required to execute an Agreement with the President of India acting through the Dy. Chief Mechanical Engineer (P)/Matunga of the Central Railway, for carrying out the work according to the General Conditions of Contract and Specifications for Works and Materials of Central Railway.
13. The Tenderer shall keep the offer open for a minimum period of 90 days from the date of opening of the tender within which period the tenderer cannot withdraw his offer, subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his earnest money.
14. Should a tenderer be retired Engineer of the Gazetted rank or any other Gazetted Officer working before his retirement, whether in the executive/or administrative capacity, or whether holding a pensionable post or not, in the Engineering Department of any of the Railway owned and administered by the President of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired Engineer or a retired Gazetted officer as aforesaid, or should a tenderer being as incorporated company have any such retired Engineer or retired Officer as one of its directors, or should a tenderer have in his employment any retired Engineer, or retired gazetted Officer as aforesaid the full information as to the date of retirement of such Engineer or gazetted officer from the said service and in cases where such Engineer or Officer had not retired from Government service at least two years prior to the date of the submission of the tender as to whether permission for taking such contract, if the contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be or to take employment under the contractor has been obtained by the tenderer or the Engineer or the Officer as the case may be from the President of India or any officer duly authorised by him in this behalf shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with Tenderer, as the case may be, shall be rejected.
15. Should a Tenderer or Contractor being an individual on the list of approved Contractors, have a relative employed in gazetted capacity in the Engineering Department of Central Railway, or in the case of a partnership firm or company incorporated under the India Company Law, should a partner or a relative or the partner or a shareholder or a relative of a shareholder be employed in gazetted capacity in the Mechanical Department of the Central Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tender may be rejected, or if such fact subsequently

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comes to light, the contract may be rescinded in accordance with the provisions in Clause 62 of the General Conditions of Contract.

16. Should the Railway decide to negotiate with a view to bring down the rates, the original offer will still be binding in case nothing materializes out of the negotiations. A declaration to this effect should be submitted by the tenderer/s along with the negotiated offer in the prescribed proforma.
17. **Deduction of I.T. at Source :-**
The Rly. will deduct @ 2% of gross amount of each bill as Income-tax and surcharge thereon as prescribed by Govt. from time to time and such deduction of I.T. shall be recovered while making payment to the contractor.
18. **Partnership Deeds, Power of Attorney etc. :-**
The tenderer shall clearly specify whether the tender is submitted on his own behalf or on behalf of a partnership concern/company. If the tender is submitted on behalf of partnership concern/company a certified copy of partnership deed/ articles of association, as the case may be, and a power of attorney to sign the tender documents, bills etc. should be submitted. If these documents are not enclosed along with the tender, tender will be treated as having been submitted by individual, signing the tender documents. The Rly. 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. Railway may, however, recognise such power of attorney/partnership deed/article of association after obtaining proper legal advice, charges for which will be chargeable to the contractor.

(Signature)_____

Date _____

(Designation)

Dy. Chief Mechanical Engineer (P),
Matunga

Note: - *Cross out what is not applicable depending on the type of work and the time required to consider the tender.

CENTRAL RAILWAY

(MECHANICAL DEPARTMENT)

1. Full name of contractor/ firm and :
year of establishment.

2. Registered Head Office & Postal :
Addressed.
Telephone Nos. with STD No.

3. Branch Office address, if any. :
Telephone Nos. with STD No.

4. Constitution of firm (give full details :
including names of
Partners/Executives / Power of
Attorney holders, etc.)

5. Particulars of Registration with :
Government / Semi-Govt.
Organisation, Public Sector,
Undertaking & Local Bodies etc.

6. PAN Number of the firm :

7. TIN No. of the Firm :

CENTRAL RAILWAY(MECHANICAL DEPARTMENT)DETAILS OF WORKS EXECUTED SIMILAR TO TENDERED WORK

(Works of at least 35% value of present tender completed during last 3 Financial years i.e. current year and three previous financial years to be given)

Sr. No	Description of work	Contract awarding authority	Agreement No. & Date	Tender Cost.	Cost of Work actually done	Date of commencement of work	Date of completion as per agreement	Actual date of completion	Whether arbitration demanded or not

Note :- 1)Certificate from Authority concerned/employer duly attested to be attached.

2)Certificate from Private individuals for whom such work are executed shall not be accepted.

CENTRAL RAILWAY

(MECHANICAL DEPARTMENT)

DETAILS OF WORKS CARRIED OUT
DURING LAST THREE FINANCIAL YEARS & IN THE CURRENT FINANCIAL YEAR

Sr. No	Description of work	Contract awarding authority	Agreement No. & Date	Tender Cost	Cost of Work actually done	Date of commencement of work	Date of completion as per agreement	Actual date of completion	Whether arbitration demanded or not

Note : 1) Certificate from Authority concerned/employer to be attached duly attested.

2) Certificate from Private individuals for whom such work are executed shall not be accepted.

CENTRAL RAILWAY(MECHANICAL DEPARTMENT)DETAILS OF WORKS IN HAND

Sr. No	Description of work	Contract awarding authority	Agreement No. & Date	Cost of Work	Date of commencement of work	Date of completion as per agreement	%age progress of work	Actual date of completion	Whether arbitration demanded or not

Note : Certificate from Authority concerned/employer duly attested to be attached

CENTRAL RAILWAY(MECHANICAL DEPARTMENT)**A. DETAILS OF PLANTS & MACHINERY OWNED BY TENDERER**

Sr. No.	Particulars of equipments	No. / Unit	Kind/ Make	Capacity	Age and Condition	Details of work where machinery is in use at present	Whether the machinery is hypothecated to any Bank or Institution	Remarks

B. DETAILS OF PLANTS & MACHINERY PROPOSED TO BE HIRED FOR WORK

Sr. No.	Particulars of equipment's	No. / Unit	Capacity	Remarks

Note : Supporting Documents should be attached.

CENTRAL RAILWAY

(MECHANICAL DEPARTMENT)

PARTICULARS OF TECHNICAL STAFF TO BE EMPLOYED ON THE WORK

Sr. No.	Name & Designation	Qualification	Professional Experience	Remarks

Note : Supporting documents should be attached

I hereby certify that no retired Engineer/Gazetted Officer of the Railways who has retired within 2 years of date of submission of tender and has not obtained permission of competent authority has been engaged by me/our firm. I also certify that none of my relative is engaged in MECHANICAL Department in Central Railway.

CENTRAL RAILWAY
(MECHANICAL DEPARTMENT)
DECLARATION FOR SITE VISIT

I/We hereby solemnly declare that I/We visited the sites of work personally and have made myself/ourselves fully conversant of the conditions therein.

I/We have quoted my/our rates for various items in the tender schedule taking into account all the above factors also.

Signature of Tenderer(s)

SPECIAL CONDITIONS OF CONTRACT

1. **GENERAL**

- 1.1 These "Special Conditions and Specifications, Instructions to Tenderers and the stipulations made in the Schedule of quantities and rates" shall govern the works executed under this contract in addition to the "Central Railway Specification for Materials and Works, General Conditions of Contract and Central Railway Standard Schedule of Rates-1990", each, as amended by correction slips from time to time.
- 1.2 Where there is any conflict between these "Special Conditions and Specifications" and the "Schedule of quantities and rates" on one hand and the "Central Railway Specifications for Materials and Works, General Conditions of Contract and the Central Railway Standard Schedule of Rates-1990" on the other, the former shall prevail.
- 1.3 All references in this document to the word "Standard Specifications" shall mean the Specifications mentioned in the "Central Railway Specifications for Materials and Works".
- 1.4 Any foot note/s appearing below the item/s of the contract schedule will take precedence over these Special Conditions.
- 1.5 Any Specifications / Conditions stated by the tenderer in the covering letter submitted along with his tender shall be deemed to be a part of the contract only to such extent as have been explicitly accepted by the Railway. The General Conditions of Contract will mean the General Conditions of Contract as amended and/or corrected from time to time and obtaining at the time of accepting of the tender and at the time of execution of the agreement mentioned in the Conditions of Tender. It should be the responsibility of the Contractor before submitting his tender and again before entering into said agreement to ascertain all amendments and/or corrections made to the said General Conditions of contract.
- 1.6 **Contract Executive Engineer :**
WM(P) / WM(R) is the nominated executive Engineer for this work. After award of the contract, firm shall approach to WM (P) / WM(R) to get necessary instruction for the commencement of work. WM (P) / WM(R) is the nominated Executive Engineer for this contract who will look after the execution of the contract. The list of necessary record and register to be maintained for the purpose of processing bills shall be confirmed from WM(P) / WM(R) by the firm. WM (P) / WM(R) as executive Engineer will issue necessary instructions regarding day to day execution of the contract. If the firm wants to represent any issue regarding the execution of contract, the same shall be raised to the Executive Engineer of the contract.

2. **SECURITY DEPOSIT ON ACCEPTANCE OF TENDERS:**

- 2.1 Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under: on acceptance of Tender-
- (a) Security Deposit for each work should be 5% of the contract value.
 - (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.

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- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of Instruments like BG, FD etc. shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor on physical completion of the work and after completion of the guarantee period given by the contractor and same shall be certified by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower, than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

- 2.2 No interest will be payable upon the Earnest Money and Security Deposit of amounts payable to the Contractor under the Contract.

3. **SUPPLY OF MATERIAL BY RAILWAYS**

Not Applicable.

4. **USE OF MATERIALS SECURED WITH GOVERNMENT ASSISTANCE**

- 4.1 The Railway shall not supply from its own quota to the contractors controlled or imported commodities. Assistance will, however, be given by recommending to appropriate authorities on contractor's application for issue of import licenses and release of controlled commodities if the Engineer is satisfied that this material is actually required by the contractors for carrying out the work and is not available in the country.

- 4.2 Where any raw materials for the execution of the contract are procured with the assistance of Government either by issue from Government, stocks or purchases under arrangements made or permit(s) or license(s) issued by the Government, the Contractor shall hold the materials as trustee for the Government and use such materials economically and solely for the purpose of the contract against which they are issued and not dispose off them without permission of the Government and return, if required by the Government, all surplus or unserviceable materials that may be left by him after completion of the contract or at its termination for any reason whatsoever on his being paid such price as Government may fix with due regard to the condition of the materials. The freight charges for the return of the materials according to the direction of the purchaser shall be borne by the contractor, in the event of contract being cancelled for any default on his part. The decision of Government shall be final and conclusive.

- 4.3 In the event of a breach of the aforesaid conditions, the contractor shall in addition to throwing himself open to action for contravention of terms of the license(s) or the permit(s) and/or for original breach of trust be liable to account to Government for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

5. **HIRE OF PLANT & MACHINERY AND OTHER FACILITIES**

- 5.1 The contractor shall make his own arrangements for all plants and machinery, other facilities, equipments, tools including spare parts, fuel and consumable stores, and all labour required to ensure efficient methodical execution of the work. The rates quoted and accepted shall be deemed to be inclusive of all charges of such items.

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- 5.2 On the contractor's request the Railway may, however, give on hire plant and machinery/other facilities, equipment and tools, if available spare with the Railway, without any commitment on the part of the Railway to do so, in such case, the hire charges for plant and machinery per annum will be calculated to cover interest, ordinary repairs and maintenance charges at 5%, special repairs and maintenance charges at 10%, depreciation charges as per extant rules of the Railway, and an additional 10% on the total of these four above, on the cost of the Plants & Machinery, which will be the present day market value plus freight and other incidental charges increased by 12.5% supervision charges.
- 5.3 Hire charges for items other than plant and machinery, which do not require any form of repair and maintenance, shall only take into account interest on capital, depreciation and an additional 10% on these two.
- 5.4 The hire charges per day shall be arrived at by dividing the annual hire charges by 250, which shall be assumed to be the number of working days in a year for this purpose only. These hire charges will be payable from the day the plant is handed over to the day it is returned to the Railway administration. If, however, during this period the plant remains out of order for reasons beyond the control of the contractor, or is withdrawn for periodic overhaul or any repairs, such periods shall not be counted for levy of hire charges. The contractor shall enter into a separate agreement in this respect and the terms and conditions as per the agreement will be final and binding on the contractor.
- 5.5. In the event of a plant or equipment or facility given on hire to the contractor not being returned to the Railway administration in a reasonably good working order/depreciation that it would have suffered for the period of hire, the Railway shall treat the plant / facility as on sale, as per extant orders of the Railway, from the date it was initially given on hire, withdrawing the hire terms and charges.
- 5.6 If, however, the plant and machinery/other facilities, equipments, and tools requisitioned by the contractor are not available in Railway's stock or the Railway decides not to supply the same for reasons whatsoever, neither the Railway shall be bound to arrange for the supply thereof nor will the Railway's inability to supply them be accepted as an excuse for delay in the completion of the works/or for any claims thereof.

6. HANDING OVER OF SITE

Contractor should start the work within 7 days from the date of issue of acceptance letter. The site will be handed over to the contractor/authorised representative after reporting from the contractor's side. It will not be binding on the Railway to hand over full site at a time in the starting to the contractor, but the site will be handed over to the contractor commensurate with the progress of the work. A note of handing over of site to the contractor in addition to entry in the site order book will be prepared duly signed by the Railway and Contractor's representative and submitted to the Engineer In-charge.

7. SUPPLY OF WATER AND ELECTRICITY :-

- 7.1 Water shall be supplied by Railways free of cost to the contractor for the work. The water from piped supply shall be made available to the contractor with convenient to the Railway Administration, provided the contractor shall arrange at his own expense to effect the connections and lay additional pipe lines and accessories to the site of work and that the contractor shall not be entitled to any compensation for interruption or failure of the water supply. However, in case of failure of water supply contractor shall have to arrange the same at his own cost and no payment shall be made for that and any delay in performance/completion or cost escalation of the work due to above failures shall not be

entertained by Railways. Water Connections to labour camps will not be permitted. Contractor has to make his own arrangement for water supply to the labour camps.

- 7.2 Electricity shall be supplied by Railways free of cost to the contractor for the work. Wherever, it is convenient to the Railway Administration, the electric supply shall be made available to the contractor provided the contractor shall arrange at his own expense to effect the connections and lay additional wiring and provide other accessories on the site. Such work of laying wiring etc. shall be done under supervision of a qualified staff observing all the safety rules. The contractor shall not be entitled to any compensation for interruption or failure of the electric supply. In case of failure of electric supply contractor shall have to arrange the same at his own cost and no payment shall be made for that and any delay in performance/completion or cost escalation of the work due to above failures shall not be entertained by Railways. Electric connections to labour camps will not be permitted. Contractor has to make his own arrangement for electric supply to the labour camps.

8. **PRESERVATION OF WORK**

Contractor should take all care to preserve the work until taken over by the Railway in good condition. Contractor is responsible for handing over of work to the Railway as per scope of contract.

9. **EMPLOYMENT OF STAFF**

The contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person of Gazetted rank of MECHANICAL Department which includes Civil, Mechanical, Electrical, Signal & Telecommunication Departments of Railways whether pensionable or non-pensionable who after retirement has sought engagement as contractor for or in connection with the execution of public works whether on Railway, P.W.D. or Defence Forces or as an employee of such contractor within 2 years of his retirement without obtaining the permission of the President of India before taking up such engagement or employment.

10. **THE CONTRACTOR SHALL EMPLOY THE FOLLOWING TECHNICAL STAFF DURING THE EXECUTION OF THE WORK :-**

- i) At least one graduate engineer when the cost of the work to be executed is ₹15 Lakhs and above.
- ii) At least one qualified diploma holder when the cost of the work to be executed is more than ₹ 5 Lakhs, but less than ₹ 15 Lakhs.

Technical staff should be available at site whenever required by the Engineer-in-charge to take instructions. In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay a reasonable amount to the Railways not exceeding a sum of ₹ 2000/- (Rupees Two Thousand only) for each month of default in case of graduate engineer and ₹ 1000/- (Rupees One Thousand only) for each month default in case of diploma holder.

The decision of the Engineer-in-charge as to the period for which required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted from the contractor, shall be final & binding on the contractor

11. **INSPECTION REGISTERS AND RECORDS**

The contractor shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all times. Records of tests made shall be handed over to the Engineer's representative after carrying out the tests. The following registers will be maintained at site, by the Railway's representative.

i) **Site Order Register** -

The contractor shall promptly acknowledge orders given therein by the Engineer or his representative or his superior officers and comply with them. The compliance shall be reported by the Contractor to the Engineer in good time so that it can be checked.

ii) **Labour Register** -

This register will be maintained to show daily strength of labour in different categories employed by the contractor.

iii) **Log Book of events** -

All events are required to be chronologically logged in this book date and shift-wise.

iv) **Material Passing & Testing Register** -

Register will show material brought at site, passed, rejected etc. with quantity, specifications & test results etc.

All registers at item (i) to (iv) mentioned as above will be maintained by the representative of the Engineer and signed by the contractor. Any other registers considered necessary by the Engineer, shall be maintained at site in which the representative of the Engineer and the contractor will have to sign. The registers, proforma charts, etc. will be the property of the Railway.

Registers as mentioned above will have to be maintained depending on the scope of the work as prescribed by Engineer at site.

12. **SAMPLING AND TESTING**

Contractor shall establish a field laboratory at site of work at his cost providing necessary facilities for performing routine type tests such as physical properties of cement, bricks, aggregate, water, concrete including its crushing strength to the satisfaction of the Engineer-in-charge. He will also arrange for the testing of physical/ chemical properties of reinforcement steel used by him from Govt. approved test houses/Engineering Colleges to establish the quality of steel bars used. He shall ensure that equipments provided are of latest specification and are in good working order and got calibrated at the laboratory. The contractor shall get certain percentage of samples tested at other approved laboratories as may be directed by the Engineer-in-charge as confirmatory tests at his own cost.

13. **The Procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts as per General Conditions of Contract July 2014 and as amended at the time of opening of this contract.**

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
2. In case as increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender.

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

3.
 - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;
 - (i) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be Permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender;
- (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

14. SALES TAX/COMMERCIAL TAX/TURNOVER TAX IN WORKS CONTRACT

The element of sales tax/commercial tax/turnover tax in works contract, if any, shall be considered to be included in the rates quoted by the tenderer/s in the tender schedule. Sales tax /commercial tax/turnover tax on works contract will be recovered from the contractor's bill at the rate as applicable as per rules framed by State Govt. from time to time and remitted to the State Govt. by the Railways.

15. TAXES, ROYALTIES AND PATENT RIGHTS.

- 15.1 All rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties' payable by the contractor/s to the Govt. or public body or local authority and no additional amount will be paid or claim entertained on this account by the Railway. Contractor shall not have any claim whatsoever as a result of the increase in the rates for such royalties, taxes, duties or any other forms of levies etc. Concessional Sales Tax Form and Octroi Exemption Certificate will be issued to Contractor on his specific request, if legally permissible.
- 15.2 The contractor shall defray the cost of all royalties, fees and other payments in respect of patents, Patent rights and licences which may be payable to patented licensee or other person or corporation and shall obtain all necessary licences. In case of any breach (whether willfully or inadvertently) by the contractor of this provision, the contractor shall indemnify the Railway and its officers, servants, representatives against all claims, proceedings, damages, cost charges, loss and liability which they or any of them may sustain incur or be put to by reason or in consequence of, directly or indirectly, any such breach and against payment of any royalties, damages or other moneys which the Railway may have to make to any person or paid in total to the patent rights in respect of the users of any machine, instructions, process, articles, matters or thing constructed, manufactured, supplied or delivered by the contractor to his order under this contract.

15.3 **PAYMENT OF ROYALTY CHARGES**

All payment of royalty charges etc. to the State Government in connection with extraction and supply of rubble/stone ballast/sand, from other than Railway land acquired by Railways under Land Acquisition Act-1984, have to be borne and paid by the contractor.

The Railways in consultation with the respective State Governments will confirm percentage of Royalty Charges to be recovered for supply of minor minerals. The Railway Administration is entitled to deduct from the contractors and keep in deposit such amount equal to the proportionate Royalty Charges from each on account bills and the same will be released as and when the contractor submits a receipt/documents/clearance certificate certifying that Royalty Charges have been paid by the Contractors, relating to the contract.

The contractor will be required to obtain a final Royalty clearance certificate from the concerned State/Revenue Authorities/Collector and produce the same to Dy. Chief Mechanical Engineer (P), Matunga after completion of supply but before the release of final bill. If in any case the contractor fails to produce the clearance certificate for Royalty Charges, final bills will be passed after retaining an amount equal to the amount of unpaid Royalty charges, as intimated by the Revenue Authorities/Collector or as calculated on the basis of relevant Rates, for payment of Royalty Charges applicable to the area. No claim regarding interest charges for delay in payment of the retained amount on Royalty account shall be entertained.

The retained amount will be released, at the discretion of the administration, on production of clear Bank Guarantee covering the amount so with held towards Royalty Charges/State taxes.

- 15.4 Form for availing concessional sales tax for supply to Government Dept. will be issued for supply contracts only on request of contractor if legally permissible.

16. **PERMIT OR PARWANA**

The contractor will at his own expense obtain such permits or parwana from whomsoever necessary for carrying out work or for any other purpose as may be necessary to enable him to perform his part of the contract. The Railway Admn. will not under any circumstances be liable to obtain any permit or parwana whatsoever, for the contractor.

17. **STORAGE OF INFLAMMABLE ARTICLES**

No inflammable materials, such as petroleum oil etc. within the meaning of the Indian Petroleum Act and Indian Explosives Act shall be stored at site or adjacent land until the approval of the Railway and necessary licence under the Act has been obtained by the Contractor. All due precautions as required under the Act shall be taken by the contractor.

18. **RATES**

Tenderer should note that the rates quoted shall embrace all operations necessary for the satisfactory completion of the work and shall include all charges for handling, transport, lead, lift, labour, housing, sanitation, water supply, materials, fuel, tools and plants, electric power, workshop facilities, machinery, security, lighting etc. and any other expenses of every kind.

19. **WORKING HOURS**

- 19.1 The contractor's attention is drawn to clause 23 of the General Conditions of Contract which stipulates that he shall not carryout any work between sunset and sunrise without the previous permission of the Engineer. However, on receipt of request in writing by the contractor, the Engineer may grant permission for doing works after sunset if he is satisfied

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that the contractor arrangements for so doing the work will ensure quality and workmanship and will also ensure safety of workmen and structures. The contractor will be primarily responsible to fulfill these conditions during the execution of works.

It will be his responsibility to provide adequate lighting at all working places as well as to ensure safety during working. He will also appoint, if necessary, men to keep watch of the temporary structures during the progress of the work at night.

- 19.2 If the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may suo-moto order the contractor to carry out the works even at night without conferring any rights on contractor for claiming any extra payments for the same. The contractor will be responsible to comply with all the directions and instructions given by the Engineer in this regard.

20. LEGAL CHARGES

A fee of ₹ 200/- per legal document like partnership deed or power of attorney executed before or after the execution of the contract will be recovered from the contractor for obtaining legal advice of the Law Officer.

21. CARE OF STAFF

No quarters will be provided by the Railway for accommodation of the contractor or any of his staff employed on the work. The contractor may be allowed to erect any labour camps for housing the labour at or near the site work on available Railway land. The contractor shall at his own cost make all necessary and adequate arrangements for the importation, feeding and preservation of the hygiene of his staff. The contractor shall permit inspection at all times of all sanitary arrangements made by him, by the Engineer or his assistant or the Medical staff of the Railway. If the contractor fails to make adequate medical and sanitary arrangements these will be provided by the Railway and the cost thereof, will be recovered from the contractor.

22. FIRST-AID

The contractor shall maintain in a readily accessible place first-aid appliance including adequate supply of sterilised dressing and sterilised cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.

23. 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, acts 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 21 (Twenty one) days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. The works/completion period shall be extended by the Railway Administration for this period without any penalty.

24. **DAMAGE, ACCIDENTS OR FLOODS OR TIDES**

The contractor shall take all precautions against damages from accidents, floods or tide. No compensation will be allowed to the contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The contractor shall be liable to make good the damages to any structure or part of a structure, plant or material of every description belonging to the Railway Administration, lost or damaged by any cause during the course of contractor's work.

The Railway Administration will not be liable to pay to the contractor any charges for rectification or repairs to any damage which may have occurred from any cause whatsoever, to any part of the new structures during construction. No claims in this regard will be arbitrable.

25. **TRESPASS**

The contractor shall at all times be responsible for any damages or trespass committed by his agents and workmen in carrying out the work, unless such trespass is authorised by the Engineer.

26. Code Nos. Description and rates given in the schedule are based on the Standard Schedule of Rates-1990. Any discrepancies noticed at any time during the execution, currency of the work in wording, rates, quantity of cement etc. should be rectified by reference to the printed schedule which shall be treated as authoritative and binding on the contractor. The notes appearing at the beginning of each of the relevant chapters of the Central Railway's Standard Schedule of Rates-1990 except as modified by these special conditions will be applicable to this contract, both for standard schedule and non-schedule items.

27. **PROVISION OF PAYMENT OF WAGES ACT & CONTRACT LABOUR (REGULATION & ABOLITION ACT)**

(1) The contractor shall comply with the provisions of the payment of Wages Act-1923 and the rules made thereunder in respect of all employees directly or through petty contractor, sub-contractor employed by him in the works and the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claim under the aforesaid Acts and the Rules.

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

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

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- (4) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- (5) In every case in which by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workmen employed by the contractor or his sub-contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingency liability of the Railway due to the contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules and Railway will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under Section 20 Sub-section (2) and Section 21 Sub-section (4) of aforesaid Act the Railway shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Railway to the contractor whether under the contract or otherwise. The Railway shall not be bound to contest any claim made against it under sub-section (1) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the Railway full security for all cost for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.
- (6) If the contractor is a co-operative labour contract, Society / Vendor Co-operative Society, there shall be no element of contractor or ex-contractors in that Society in any capacity nor shall there be any close relative of the Contractor or ex-contractor associating with the Society as an office bearer. The Railway administration reserve the right to terminate the contract of the Society at any time without any reason after giving notice of calender month, in case of breach of the above clause.
- (7) The contract labourers shall be paid the minimum wages as per the notification issued by the central / state Governments under the Minimum wages Act 1948 or latest and also shall be secured under social security schemes of the Ministry of Labour & Employment as per the relevant provision of the respective acts / rules.
- (8) Child labour, whose age is below 18 years shall not be engaged in the contract work.

28. CLAIMS

- 28.1 The contractor shall put up his claim as per clause 43 of the General Conditions of Contract during the progress of work and not after completion of the work. All such claims shall be settled promptly during the progress of the work.
- 28.2 The contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the contractor after he have signed a 'No Claim Certificate' in favour of the Railway, in such form as shall be required by the Railway after the works are finally measured. **“The Contractor shall be debarred from disputing the correctness of the**

items covered by "No Claim Certificate" or demanding a reference to arbitration in respect thereof."

29. **Clause 39 of General Conditions of Contract is reproduced below:**

Any item of works carried out by the contractor on the instructions of the Engineer which is not included in the accepted Schedule of Rates shall be executed at the rate set forth in Schedule of Rates -1990 (Central Railways) modified by the tender percentage and where such items are not contained in the latter work will be done at the rates agreed upon between the Engineer and the Contractor before the execution of such items of work and the contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of work that the accepted schedule of rates does not include a rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and the contractor in as short period as possible after the need for the special items has come to the notice. In case, the contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at the Railway shall be entitled to execute the extra works by other means and the contractor shall have no claims or loss or damage that may result from such procedure, provided that if the contractor shall commence work or incurs any expenditure in regard there-to-before the rates shall be determined as lastly here-on-to for-mentioned, then and in such a case the contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination as aforesaid according to rates as shall be fixed by the Engineer. However, if the contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the Chief Workshop Manager within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Workshop Manager's decision after hearing both the parties in the matter would be final and binding on the contractor and the Railway.

30. **SETTLEMENT OF DISPUTES**

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

30.1 Clause Nos. 63 & 64 of General Conditions of Contract (GCC) have been revised **in view of Promulgation of the Arbitration and Conciliation Ordinance-1996, as under :- (Rly. Board's letter No.96/CE-I/CT/29 dt.6-8-1997).**

CLAUSE 63 :

Matters finally determined by the Railway – All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the **GM** and the **GM** shall within 120 days after receipt of the contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in clauses 8, 18, 22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57A,61(1), 61(2) and 62(1) to (xiii) (B) of General Conditions of contract or any clause of the special conditions of the contract shall be deemed as 'excepted matters' (**matters not arbitrable**) and decisions of the Railway authority, thereon shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the arbitration clause.

64 (1) (i) - DEMAND FOR ARBITRATION

In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the “**excepted matters**” referred to in Clause 63 of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

64 (1) (ii) :

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

64 (1) (ii) :

- (a) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.
- (b) The claimant shall submit his claim stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- (c) The Railway shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
- (d) The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

64 (i) (iii):

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

64 (i) (iv):

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

64 (2) : OBLIGATION DURING PENDANCY OF ARBITRATION - Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64 (3) (a) (i) :

In cases where the total value of all claims in question added together does not exceed ₹ 25,00,000/- (Rupees Twenty Five lakhs only), the Arbitral tribunal **shall** consist of a sole arbitrator who shall be a gazetted officer of Railway not below JA grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by **GM**.

64 (3) (a) (ii) :

In cases not covered by the clause 64(3) (a) (I), the Arbitral Tribunal shall consist of a Panel of three Gazetted Rly. Officers not below JA grade or **2 Railway Gazetted Officers not below JA Grade and a retired Railway Officer, retired not below the rank of SAG Officer**, as the arbitrators. For this purpose, the Railway will send a panel of more than 3 names of Gazetted Rly. Officers of one or more departments of the Rly. **which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator** to the contractor **within 60 days from the day when a written and valid demand for arbitration is received by the GM Contractor** will be asked to suggest to General Manager upto 2 names out of the panel for appointment as contractor's nominee **within 30 days from the date of dispatch of the request by Railway.** The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. **GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees.** While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in SA grade of other departments of the Railway for the purpose of appointment of arbitrator.

64 (3) (a) (iii) :

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

64 (3) (a) (iv):

The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The Arbitral Tribunal should record day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.

64 (3) (a) (v):

While appointing arbitrator(s) under sub-clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s)

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expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

64 (3) (b) (i):

The arbitral award shall state item wise, the sum and reasons upon which it is based.

64 (3) (b) (ii):

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

64 (3) (b) (iii):

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

64 (4) :

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

64 (5) :

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

64 (6) :

The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia including fee of the arbitrator(s) as per the rates fixed by the Railway Administration from time to time. and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

64 (7) :

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

30.2 The settlement of disputes and differences arising out of contract shall be done as per clauses 63 & 64 of General Conditions of Contract – 1999.

30.3 **Claims to be restricted to 20% of contract value** – The provision of Clauses 63 & 64 of General Conditions of Contract will be applicable only for settlement of claims or disputes between the parties for value less than or equal to 20% of the contract and when claims of disputes are of value more than 20% of the value of contract, provision of clause 63 & 64 and other relevant clause of the General Conditions of Contract will not be applicable and arbitration will not be a remedy for settlement of such disputes.

30.4 Excepted matters not to be referred to arbitration -

- (i) In terms of clause 63 of General Conditions of Contract – 1999, the disputes and differences, for which provision has been made in the following clauses of General Conditions of Contract of the contract, shall be deemed as “**Excepted matter**” and decisions of the Railway authority thereon shall be final and binding on the contractor and these “**Excepted matter**” shall stand specifically excluded from the purview of the arbitration clause and not referred to arbitration.

Clause 8	Assistance by the Railway for the Stores to be obtained by the Contractor
Clause 18(1)	Illegal Gratification.
Clause 18(2)	Monetary dealings with any employee of the Railway.
Clause 22(5)	Meaning and intent of specification and drawings.
Clause 39(1)	Rates for extra items of works.
Clause 39(2)	Payment to the Contractor for work executed before determination of rates.
Clause 43(2)	Signing of “No Claim” Certificate
Clause 45(a)	Objections to recorded measurements within 7 days
Clause 55	Provisions of payments of Wages Act
Clause 55-A(5)	Recovery from Contractor wages paid to Contractor’s labour
Clause 57	Provision of Workmen’s Compensation Act
Clause 57-A	Provision of Mines Act
Clause 61(1)	Right of Railway to determine the contract
Clause 61(2)	Payment on determination of contract
Clause 62(1)	Determination of contract owing to default of Contractor to (xiii) (B)

- (ii) In terms of clause 63 of General Conditions of Contract – 1999 as amended; the disputes and differences, for which provision has been made in “**Special Conditions of Contract**” included in tender documents, shall also be deemed as “**Excepted matters**” and decisions of the Railway authority thereon shall be final and binding on the contractor and these “**Excepted matter**” shall stand specifically excluded from the purview of the arbitration clause and not referred to arbitration.

30.5 **Arbitrators to be appointed only by General Manager of Railway** – The Arbitration tribunal shall consist of working Gazetted officers of Railway and such tribunal shall be appointed only by the General Manager of Railways.

30.6 The Claimant shall seek reference to Arbitration to settle the disputes only within the ambit of conditions mentioned above.

31. **SHIFTING OF ELECTRICAL / TELEGRAPH WIRES/CABLES ETC.**

In some stretches high tension grid towers/electric/telegraph/telephone wires or posts etc. may require shifting it is expected that all electric lines/towers will be Shifted in good time, but in case, there is any delay on this account suitable extension in period of completion will be Considered and given to the contractor for only the affected portion and no compensation whatsoever in this respect or due to the delay thus caused will be payable and contractor has to adopt such methods of execution so as not to cause any damage to existing structures, lines etc.

32. **TESTING**

If materials supplied by the contractor will required to be tested as required by the various codes and specifications, It will be done at contractor’s cost. If additional testing other than required by specification is ordered by Engineer, the testing charges shall be borne by the

Department, if the results are satisfactory and will be borne by the contractor, if the same are found to be unsatisfactory.

33. **FOREIGN EXCHANGE:**

Any demand of foreign exchange for importing of equipments & materials will not be accepted.

34. **EMERGENCY WORK**

In the event of any accident or failure occurring in on or about the work or arising out of or in connection with the construction, completion or maintenance of the works, which in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency to execute or partly execute the necessary work or carryout repairs if the Engineer considers that the contractor is not in a position to do so in time and charge the cost thereof to the contractor.

35. **CLEARANCE OF SITE**

The contractor after completion of the work shall clear the site of the work and tidy up the area and remove leftover materials, debris etc. In case the contractor fails to do so, the same will be removed by the Railways and the cost thereof will be charged to the contractor. Rates of work(s) shall be inclusive of clearing the site, tidying etc. after completion of the work.

36. **COMPLETION PERIOD**

36.1 The contractor shall have to complete the work in all respects within the specified period from the date of issue of acceptance of the tender.

36.2 The contractor shall strictly adhere to the programme framed by the Engineer or his representative so as to complete the work within the time allotted to the contractor.

36.3 The contractor will have to employ labour in full strength commensurate with working areas available. He will also arrange for materials and equipments to complete the job most expeditiously within the stipulated completion period. The Engineer's decision as to what is full strength will be final and binding on the contractor.

37. **SALES TAX, COMMERCIAL TAX, TURNOVER TAX, WCT, CONSERVANCY CESS ETC IN WORKS CONTRACT**

The element of Taxes, cess in works contract, if any, shall be considered to be included in the rates quoted by the tenderer/s in the tender schedule.

WCT, conservancy cess etc applicable on works contract will be recovered from the contractor's bills at the rate as applicable as per extant rules framed by State Govt. / Central Govt./Railway Board from time to time. (present rate of deduction for WCT is 2% for those contractors having registration with Sales Tax Department i.e. having TIN number and 4% for those contractors who do not have registration with sales tax department i.e. not having TIN number).

38. **UNFORESEEN ITEMS OF WORK:**

If in the course of work, any unforeseen items of work not already covered by the schedule of items in schedule are required to be done, the rate for the same shall be fixed by mutual agreement based on similar or corresponding of combination of items of work available in the said offer sheet, depending on the nature and specification of the work involved or by any other procedure mutually agreed upon. The rates derived will be subject to the percentage increased/decreased as per the items specifically provided for in the offer sheet

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However if the work is entirely of different nature, the rates to be paid shall be fixed through work study/Rate analysis for a representative portion of work when a reasonable rate of progress has been established for (i) direct material (ii) direct labour (iii) Hire charges for major plant and machineries (iv) supervision charges i.e. 12 ½% which includes the most of minor tools, plants and establishment, supervision, etc on items (i), (ii) and (iii) The rate thus arrived at will be enhanced by 10% to cover the contractors profit.

39. MAINTENANCE OF WORK:

The contractor shall be required to maintain the work effectively for the specified period from the date of completion as per Clause 47 of the General Conditions of Contract of Central Railway and no part refund of Security Deposit shall be permitted during the maintenance period mentioned above.

40. SAFE WORK METHODS:

In the event of any accident or failure occurring in, on or about the work or arising out of on in connection with the construction, completion or maintenance of the work, which in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that the Contractor is not in a position to do so in time, and charge the cost thereon, as to be determined by the Chief Workshop Manager, Central Railway, Matunga, Mumbai to the Contractor.

The Contractor shall at all times, adopt such safe methods of working as will ensure safety of structures, equipment and labour, safety rules that should be adhered to are given as guidelines in safety procedure orders of Matunga Workshop. (Safety instruction No.25).and also as mentioned under **safety rules** in this booklet. If at any time, the Railway finds the safety arrangements inadequate or unsafe, the Contractor shall take immediate corrective action as directed by the Railway representative at site. Any directions in the matter shall in no way absolve the Contractor of his sole responsibility to adopt safe working methods. The contractor is responsible for providing skilled personnel and adequate expert supervision so as to ensure complete safety.

The contractor shall design and execute temporary works such as form work and supports so as to ensure absolute safety of contractor's personnel as well as Railways staff and personnel engaged on the work. The Contractor should indemnify Railway against damages and injury to workmen. Railway reserves to right to enforce safety regulations on the Contractor and recover any cost, which may be incurred for this purpose.

NIGHT WORK:

The provision in Clause 23 of General Condition of Contract should be noted regarding execution of work between sunrise & sunset. If the Railway is however, satisfied that the work is not likely to be completed in time except by resorting to night work, by special order, the Contractor would be required to carry out the work in at night without conferring any right on the Contractor for claiming for extra payment for introducing night working. The decision of the engineer in the regard will be final and binding on the Contractor.

41. NOTICE TO PUBLIC BODIES:

The Contractor shall give to the Municipality, Police and other authorities all notices that may be required by the law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges which may be leviable on account of his own operation in executing the contract. He should make good any damage to adjoining premise whether public or private and provide and maintain any light etc. required in night.

42. **FIGURES, DIMENSIONS:**

Figures and dimensions on drawing shall supersede measurements by scale and drawings to a large scale shall take precedence over those to a smaller scale.

43. **PLEA OF CUSTOM:**

The plea of 'Custom' prevailing will not on any account be permitted as an excuse for infringement of any of the conditions of contract or specifications.

44. **The following additional Clause No.55-A of the General Conditions of Contract will be applicable:-**

- (1) The Contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claim under the aforesaid Act and the Rules.
- (2) The Contractor shall obtain valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall strict the panel provision of the contract arising out of the resultant non-execution of the work.
- (3) The contractor shall pay to labour employed by him directly or through sub-contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The contractors shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub contractors in connection with the said work, as if the labour had been immediately employed by him.
- (4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- (5) In every case in which by virtue of the provisions of the aforesaid Act of the Rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure in prevailing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingency liability of the Railway due to the contractor's failure to fulfill his statutory obligates under the aforesaid Act or the Rules, Railway will recover from the Contractor the amount of wages so paid or the rights of the Railway under Section 20 sub-section (2) and Section 21 sub-section (4) of aforesaid Act the Railway shall be at liberty to recover such amount or part thereof Act the Railway shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Railway to the Contractor whether under the contract or otherwise. Railway shall not be bound to contest any claim made against it under sub-section(1) of Section 20 and sub-section(4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all cost for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

44-A If the contractor is a co-operative labour Contractor, or Society/Vendor Co-operative Society, there shall be no element of Contractor or ex-Contractors in that Society in any capacity not shall there by any close relative of the Contractor or ex-Contractor associating with the Society as an office bearer. The Railway administration reserve the right to terminate the contract on the Society at any time without any reason after giving the notice of one calendar month, in case of breach of the above clause.

44-B. RATES FINAL AND BINDING:

Same as otherwise expressly specified elsewhere in this tender document, the rates to be quoted by the Tenderer against the description of item under offer sheet (All parts) shall include the cost of:-

- i) All preliminary incidental and temporary works to carry out and complete the work in all respects.
- ii) All labour, material, tools, plants, equipments, transport handling, construction of services road, walkways, jetties, slipways, etc. required in connection with the main item of work and also the auxiliary and incidental works.
- iii) All investigations, testing and all other items of work required to comply with the special conditions, specification and other conditions or stipulations as mentioned Tender Document.
- iv) Operating all necessary facilities required for departmental inspections and visits to be carried out by Railway Officials.
- v) All the elements of Sales Tax, Central and local taxes and any other taxes, levies, octroi as per the extant rules.
- vi) Items required to be carried out as mentioned in tender documents and other items required to be carried out to complete the work.

The Rates quoted by the Tenderer and accepted by the Railways shall hold good till the completion of the work. No claims based on the fluctuation of prices, taxes etc. shall be admissible.

No payment for items other than those stipulated in the offer sheet (all parts) will be entertained unless these are specifically brought out as a separate item agreed between Railway and the Contractor.

45. WORK PREPARED AWAY FROM THE SITE:

The contractor shall give the Engineer written notice of the preparation or manufacture at a place away from the site of any material or components to be used on the work, stating the place & time of preparation or manufacture, so that the Engineer may inspect all stages of the production process. Failure to give such notice may result in the rejection of the material or components.

46. COMPLETION DRAWING:

Contractor should prepare one set of completion drawing (all detailed drawings) on polyester based reproducible tracing film (95 microns thick one side mat of superior quality) in black indelible ink duly incorporated all additions and alterations in red ink and submit to Railways No extra payment for the same will be made to the contractor unless otherwise specified elsewhere in this document.

47. **DELAYED COMPLETION AND LIQUIDATED DAMAGES:**
Particularly attention is invited to Clause-17 of General Conditions of Contract 1999 in this connection. Regarding liquidated damages referred to in Clause 17-B, it is clarified that the contract value mentioned therein refers to the overall contract value.
48. **ASSOCIATING A SUB-CONTRACTOR FOR THE WORKS:**
Contractor may associate sub-contractors of repute for doing specialized works with the explicit approval of the Chief Workshop Manager, Central Railway, Matunga. This has to be spelt out at the time of tendering. If further changes is required at later date, this has got to be approved by the Chief Workshop Manager, Central Railway, Matunga. Such consent if given shall not however relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of the sub-contractor, his agent, servants or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents, servants or workmen, provided always that provision of labour on a piece work basis shall not be deemed to be a sub contract under this clause. All payments by the Railways shall be made only to the principal contractor. The tenderer/s must specify and furnish (if not already complied with) the names of consultants and/or agencies proposed to be associated during construction, at the time of tendering itself and no change either in the designated consultants/associates agencies for construction, shall be permitted, in the event of the work being allotted to him/them, without prior approval of the Railways.
49. **HANDING OVER OF WORK:**
In addition to what has been stipulated in Clause 40 of General Condition of Contract, it is made clear that all the works and materials before being finally taken over by Railways will be entirely liability of the contractor for guarding maintaining and making good any damages of any magnitude. It is however understood that before taking over such work Railways will not put it to its regular use as distinct from casual or incidental one except as specially mentioned elsewhere in this contract of mutually agreed to.
50. **INSPECTION:**
Inspection will be done by the Engineer/Engineer's Representative/SSE in charge and their decision about Acceptance/Rejection/Rework will be final and binding on the contractor.
51. **ALTERNATIVE DUE TO REJECTED WORK:**
In the event of any sub-structure /super-structure/part of work are abandoned on account of rejection by the Railway, the extra cost involved in providing further alternative arrangements shall be borne by the contractor. The rates offered shall be deemed to have provided for this contingency.
52. **RESOURCE PLANNING:**
Tenderer(s) are also required to submit their Resource planning to accomplish the various tasks within the stipulated time frame indicating availability of resource pool i.e. type of resource, no. of resource etc. unit output of individual resource, resource scheduling & deployment of individual resources in conformity with the quantities to be executed for various items of works indicated in Tender Scope of work.

SPECIAL CONDITIONS FOR ISSUE OF IDENTITY CARDS BY CONTRACTORS.

The contractor is bound to issue identity card to each and every person employed by him and deployed for execution of the contract work as per the prescribed format provided in the tender document, at his cost. Failure on the part of the contractor to issue identity cards to their employees will be treated as breach of contract conditions and therefore will be dealt as per Clause No.62 (VII) of GCC.

It is mandatory on the part of every employee, deployed by the contractor to keep in his possession, the identity card, issued by the contractor through out the execution of the work. Failure to possess such identity will be treated as unauthorized presence in the Railway premises. Such persons shall be liable for prosecution as per law.

It is mandatory for the contractors to submit the list of the employees(with their individual photographs and residential address) issued with the identity cards and deployed for execution of the particular contract, to the Railway's Engineer at site before commencement of the work and also for any subsequent changes made during the execution of the work.

No claims whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.

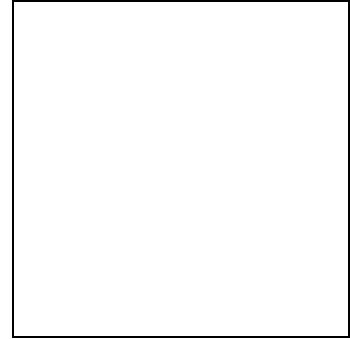
IDENTITY CARD

IDENTITY CARD NO.....

DATE OF ISSUE

CONTRACT AGREEMENT NO.

NAME OF THE CONTRACTOR
& ADDRESS



Space of Photo

PARTICULARS OF EMPLOYEE :

- (I) NAME OF THE ESTABLISHMENT :
- (II) NAME OF THE EMPLOYEE :
- (III) AGE :
- (IV) SEX :
- (V) DATE OF ENTRY IN SERVICE :
- (VI) DESIGNATION/NATURE OF WORK :
- (VII) DEPARTMENT :

(SIGNATURE OF CONTRACTOR)

(The person who signed the original
tender document or the contract agreement)

(SIGNATURE/THUMB
IMPRESSION OF EMPLOYEE)

SAFETY RULES

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as will, suitable foot-holds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than one horizontal to four vertical.
2. Scaffolding or staging more than 3.5 metres above the ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise secured above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally, and where the height of the platform or the gangway or the stairway is more than 3.5 meters above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in the para above.
4. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 meters in length while the width between side rails in swung ladder shall in no case be less than 300 mm for ladder upto and including 3.5 meters in length. For longer ladders this width should be increased by at least 20 mm for each additional meter of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sides of work shall be so stacked or placed as to cause danger for inconvenience to any persons or the public.
The contractor shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.
6. Before any demolition work is commenced and also during the process of the work.
7. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
8. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
9. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
10. All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned.
 - (a) Workers employed on mixing asphalt materials, cement and live mortar shall be provided with protective goggles.

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10. These engaged in white washing and mixing or attacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
11. Those engaged in welding works shall be provided with welder's protective eye sight lids.
12. Stone breakers shall be provided with protective goggle and protective clothing and seated at sufficiently safe intervals.
13. In case the contractors have to ply vehicles for the purpose connected with the contract adjacent to Railway track the Railway Administration will be at liberty to post an experienced staff as flag man for guidance of the movements such vehicles so as to prevent accidents and the contractor will bear wages including all etc. of the staff posted as flag man for the period of Contract for such periods during which such staff is posted for the purposes. The Rly. Administration will be sole judge in the absolute discretion, of the fact that it is necessary to post any staff, that which of the staff will be suitable for the purpose, that what should be the wages and other allowance payable by the contractor for staff posted for the purpose. The Rly. Administration will have a right without prejudice to other remedies to deduct the wages etc. of such staff from the bills of the contractor in respect of this contract or from any moneys or the contractor whatsoever available with the Railway Administration. The contractor will be liable for any over payments under Workman Compensation Act on account of any injury sustained to Railway servant during that period.
14. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
15. Use of hoisting machines and tackle including their attachment anchorage and supports shall conform the following standards or conditions:

These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
16. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.

Every Crane Driver or hoisting appliances operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffolding.
17. In case of every hoisting machine and of every cabin ring, shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked within the safe working load.

In case of a hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
18. In case of departmental machine the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractor's machines, the contractor shall notify safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work, get it verified by the Electrical Engineer concerned.
19. Motors, gearing transmission, electric wiring and the dangerous part of hoisting appliances should be provided with efficient safe guards, hoisting appliances should be provided with

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such means will as reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised insulating mats, wearing apparel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

20. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is use. Adequate washing facilities should be provided at or near places of work.
21. **Precautions while working in the vicinity of track: -**
 - (a) When the work is required to be done along or near existing Railway track, the contractors shall take steps as are necessary for the safety of the track, labour working at site. He/They will also be required to programme his/their working so as not to interfere with movement of trains. No extra payment shall be allowed for these precautions. It should be ensured that the ballast of the track is not spoiled or mixed with earth.
 - (b) In addition to the precautions taken by the contractors for the safety of the track and labour, it may be necessary to post flagmen in some locations as additional safety measure, for which the cost shall be recoverable from the contractor/s on the basis of the expenditure incurred by the Railways enhanced by 12 1/2 The contractor(s) shall be fully responsible for any damage to or trespass caused by his/their men to surrounding structure, Rly. bears no liability whatsoever on this account.
22. Notwithstanding the above clause from (1) to (14) there is nothing in these to exempt the contractor or the operation of any other act or Rule in force in the Republic of India.
23. Electricity, if required at work site, shall have to be arranged by the contractor at his own cost only.
24. The contractor themselves will have to issue identity cards to their labourers & supervisors who are nominated for the work, indicating contract no. place of work etc.
25. Scope of work includes submission of completion drawings for the work made out on Auto CAD package in three copies along with polyester film and floppy disk. For this no extra payment shall be made unless otherwise specified elsewhere in this document.

SCOPE OF WORK

DEscription : Reconditioning of OHE Crane cap – 10 ton, Plant no. 1790 at Smithy shop / Matunga Workshop.

Following activities are to be carried out to ensure the proper reconditioning of the crane confirming to IS 3177/1999.

Crane Body: Crane body structure including cabin, platform and railings for cross trolley are to be checked for strength and alignment. Change or rebuilt as per requirement.

Rail Wheels: All the four long travel rail wheels (2 driving wheels and 2 idle wheels) and all the four cross travel wheels (2 driving wheels and 2 idle wheels) shall be replaced with suitable solid forged wheels having hardness value of 300 to 350 BHN, material forged steel BS-970 on the rolling surface and flanges. The wheels shall be double flanged with straight tread capable of tolerance ± 6 mm due to misalignment in the rail span. New double row spherical roller bearings shall be fitted on all the wheels. All the pinions of the cross travel and long travel shall be replaced.

Gear Boxes: Complete replacement of all the gear box of hoist, cross and long travel with new ones. The material of gear shall be EN-19 as per BS-970, hardness 250 to 300 BHN.

Wire Rope Drum: Wire rope drum and snatch block assembly of main hoist shall be overhauled and worn out parts shall be replaced; snatch block is to be replaced with new one. The snatch block hook shall be standard plain shank type trapezoidal section hook.(As per IS 3815 or IS 15560) test certificate shall be submitted.

Staircase: All staircases for approach to crane shall be repaired & painted.

Painting:

- 1) All parts of the crane shall be thoroughly cleaned of all loose mill scales, rust or foreign matter.
- 2) All parts inaccessible after assembly shall be painted before assembly.
- 3) All parts except motors, gears, thrusters, etc. shall be painted with:
 - i) Two coats of red oxide zinc chromate primer to IS: 2074 and over the second primer coat, two coats of paint finishing Golden yellow with black strips (Ready mixed oil based paints as per the relevant IS code) shall be given before handing over to the firm.
 - ii) The contractor shall give touch-up paint wherever required, after erection and testing of crane at site.
- 4) The interior of all gear box housing shall be painted with two coats of oil resistant enamel paint.
- 5) All machined pads and bearings surfaces on structures or housing shall be painted with white lead.

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Thruster Brakes: Hoisting, cross travel and long travel motion shall be provided with hydraulic thruster brakes and existing should be completely replaced. For hoist the brake drum dia is 200 mm and the thruster brake assembly for CT and LT brake drum dia is 160mm.
For material of brake drum IS-1875/1030 Gr. 40 is followed.

Lubrication: The firm should provide the motorised group lubrication system.
Cross trolley: The existing cross trolley along rail shall be replaced with new ones.

Buffers: Spring loaded or other suitable buffers should be fitted on the four corners of the crane also at the four ends of the bridge girders. Buffers should be rigidly bolted in place, preferable along the center line of the crane rail or trolley rail as the case may be. All buffers should have sufficient energy absorbing capacity to stop the bridge or trolley in either direction when travelling at a speed of least 40% full load rated speed. Bridge buffers should have a contact surface of not less than 125mm diameter.

Electric:

1. VVVF drive should be provided along with its control panel and other accessories.
2. Pendant operation is provided along with change of existing master controller of L.T, C.T and Hoist.
3. All the resistance boxes of suitable ratings for Hoist, Long & Cross travel shall be replaced with new ones.
4. All the electric wiring/cables of suitable size shall be replaced with new ones. Proper binding and dressing of electrical wires shall be made.
5. Cross wire rope & mounting accessories for smooth running of cross wire.
6. The following particulars of safety devices to be provided:
 - a) Limit switch for all motions.
 - b) Over load relay for all motors.
 - c) HRC Fuse for all motors.
 - d) Single phasing preventer main supply.
 - e) Gravity limit switch.
 - f) Emergency 'OFF' Mushroom head lockable push button.

Remark:

1. All the old items, parts, assemblies shall be deposited to SSE/MW Shop.
2. All the bearing should be of SKF/FAG make with metal/steel cage.

Following essential works to be carried out in the OHE Crane are:-

Hoist

- 1) Input shaft, Hoist gear box, brake pulleys and worn out gears shall be replaced.
- 2) All bearings shall be replaced.
- 3) Wire rope drum housing shall be repaired.

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- 4) Guide pulley & snatch block pulley shall be replaced/repared.
- 5) Flexible gear coupling shall be replaced.
- 6) Metallic oil seals on gear box to be replaced.

Long Travel

- 1) Long travel powered & free wheels shall be replaced by new one.
- 2) Long travel wheels, shaft and flanges shall be replaced.
- 3) Brake pulleys shall be replaced.
- 4) All bearings and bearing covers should be replaced.
- 5) Worn out gears should be replaced.
- 6) L.T. wheel plummer blocks & bearings and L Bracket shall be replaced.
- 7) Flexible gear coupling shall be replaced.
- 8) Metallic oil seals on gear box to be replaced.

Cross Trolley

Complete replacement of existing cross trolley and old should be returned and the cross trolley rail is also replaced. The material of cross trolley is EN-8/9 as per BS-970.

Structure of the crane

- 1) All joints of the structure should be checked and repaired/replaced.
- 2) Crane fencing should be repaired.
- 3) Driver's cabin should be repaired.
- 4) All corroded parts should be repaired/replaced.

Driver's cabin

- 1) LED
- 2) light with suitable enclosure to be provided in driver's cabin.
- 3) Suitable enclosed ceiling fan with on/off switch shall be provided.
- 4) Suitable revolving chair with cushion to be provided.
- 5) Foot operated alarm should be provided.

Documents/Blue prints to be furnished by the successful bidder

- 1) Test certificate for hardness of components and test certificate of wire rope should be furnished.
- 2) Drawings of long travel and cross travel wheels, all the gear box gears, shafts, plummer blocks, bearing numbers and sized and oil seals/bushes etc. should be furnished.
- 3) Electric circuit diagram to be provided.

Proving Tests

After reconditioning of the crane trial shall be carried out under load/without load. On satisfactory compliance of this, trial shall be repeated for various loads until the full rated load and operating range are covered (reference clause 38, 39 & 40 of IS 3177-1999).

Trial regarding proper operation of brakes on long travel, cross travel and hoisting motions shall be demonstrated.

Certificate of competent authority from CIF to be submitted.

Completion period

Complete work of reconditioning shall be completed in all respect within two months from the date of issue of LOA

Warranty

Successful tenderer will be provide a comprehensive warranty of 12 months for EOT Crane reconditioned.

Payment:

No advance payment shall be made to the contractor. Payment for the bills shall be made through NEFT mode only. For that contractor is required to submit the NEFT mandate form duly certified from the Bank. Payment will be made on monthly basis for the actual work carried out after certification from inspecting shop.

Inspection & Monitoring

SSE MW shop & SSE Sub-Station will inspect and monitor the work.

OFFER SHEET**Tender No. : RR/PR/WC/760/15-16/70****Name of Work: Reconditioning of Crane EOT -10 Ton, Plant No.1790 at Smithy shop / Matunga Workshop.**

Sr. No.	Description	Qty.	Material Rate	Labour Charges	Amount
1	Complete repairs to crane body structure including cabin,platform and railing for cross trolley and strengthing and alignment of the same.	LS	39000.00	8000.00	47000.00
2	Replacement of all four LT wheel assembly and four cross travel wheel assembly having hardness 300 to 350 BHN,material steel to forged steel BS 970 on the rolling surface and flange. The wheel shall be double flanged with straight tread capable of +/- 6mm tolerance due to misalignment in rail span. New double row spherical roller bearings to be fitted with the wheels.	LS	310800.00	42800.00	353600.00
3	Replacement of pinion for long travel and cross travel.	LS	16250.00	2150.00	18400.00
4	Complete replacement of all gear box of hoist, cross and long travel. The material of gear shall be EN 19 as per BS 970, hardness 250-300 BHN.	LS	268230.00	25500.00	293730.00
5	Overhauling and repairing of wire rope drum and snatch block assembly of main hoist with replacement of worn out parts. The snatch block hook be standard trapezodial shank section hook as per IS 3815 or IS 15560.	LS	35800.00	9400.00	45200.00
6	Repairing and painting of all staircase in the EOT crane.	LS	5200.00	2400.00	7600.00
7	Complete painting of EOT crane with two coats of red oxide zinc chromate primer and golden yellowpaint with black strips with Asian or Berger make.	LS	29000.00	13000.00	42000.00
8	Complete repairing to brake system with provision of main hoist, cross travel and long travel hydraulic thruster brakes. Replacement of brake drum of main hoist 200mm and cross travel and long travel 160mm. Brake drum material to confirm to IS 1875/1030 Gr. 40.	LS	81800.00	23600.00	105400.00

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9	Complete replacement of cross trolley including replacement of trolley rails.	LS	127500/-	35000.00	162500.00
10	Rigid bolting of spring loaded buffers of surface not less than 125mm dia. having absorbing capacity to stop bridge or trolley in either direction when travelling at speed of atleast 40% full load rated speed.	LS	48600.00	6400.00	55000.00
11	Provision of VVF drive along with control panel and other accessories: a) Pendant operation alongwith master controller of CT, LT and hoist.b) Change of existing wiring c) limit switch for all motions d) single phasing preventor for main supply e) Overload relay for all motors g) gravity limit switch h) emergency OFF mushroom head lockable push button.	LS	350800.00	45800.00	396600.00
12	Provision of motorised group lubrication system in the EOT crane	LS	40000.00	6000.00	46000.00
13	Providing of CFL light with suitable enclosure and ceiling fan with on/off switch, revolving chair with cushions, foot operated alarm switch in drivers cabin.	LS	8600.00	1800.00	10400.00
14	Complete load testing of crane	1 job	N.A	24000.00	24000.00
15	TOTAL				1607430.00

Schedule of work is as per scope of work attached to the Tender document.

I/we agree to carry out the above work with common and single percentage

_____ % (in figures) _____ % (in words)

Above / Below / At Par with the estimated rates by Railways shown above.

Rates should be quoted inclusive of all Taxes.

NOTE: Strike off whichever is not applicable.

Signature of the tenderer

Stamp and seal

Date.

Note for Guidance:

- 1) Tenderer should quote his single and common percentage rate only ABOVE/BELOW/AT PAR with the Rly's cost.
- 2) Percentage rates to be quoted both in figures and words.
- 3) It is certified that I/We have inspected the site of work & acquainted myself/ourselves with local conditions.
- 4) I/We undertake to keep this offer valid for **90 days** from the date of opening of tender and further not to revoke the same before the expiry of such period.

I/We have carefully gone through the specifications, Additional Special Conditions, etc. attached with the tender documents and inspected the site as considered necessary.

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BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE

In consideration of the President of India (herein after called "the Government") having agreed to exempt _____ (hereinafter called "the said contractor (s)") from the demand, under the terms and conditions of an Agreement LOA No. **RR/PR/WC/_____ dated _____** made between **M/s. _____** and The Chief Workshop Manager, Carriage Workshop, Central Railway, Matunga, Mumbai 19 for _____ (**name of work**) (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 an irrevocable bank guarantee for ₹ (Rupees _____ only) i.e. 5% of the contract value. We, _____ (hereinafter referred to as "the Bank") (indicate name of the Bank) at the request of _____ (contractor (s)) do hereby undertake to pay to the Government an amount not exceeding ₹ _____ 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 _____ do hereby undertake

(Indicate the name of the Bank)

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 Government by reason of breach by the said contractor (s) of any of the terms or 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 ₹ _____.

3. We under take 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)/supplier(s) shall have no claim against us for making such payment.

4. We, _____ further agree that the guarantee (indicate the name of the Bank) 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 **Chief Workshop Manager, Carriage Work Shop, Central Railway** 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 the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ further agree with the

(Indicate the name of Bank)

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

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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 reasons 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 to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

7 We, 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 _____ 2015

For _____
(Indicate the name of Bank)

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AGREEMENT OF WORKS

CONTRACT AGREEMENT No. _____ **Date:** _____.

ARTICLES OF AGREEMENT made this _____ day of _____ between the President of India acting through the Railway administration of Matunga Workshop, Central Railway hereinafter called the "Railway" of the one part and _____ hereinafter called the "Contractor" (which expression shall unless it becomes repugnant to the context include its successor and assigns) of the other part.

WHEREAS in response to the tender No. _____ opened on dated _____ contractor has submitted an offer annexed hereto as Annexure I, contractor has agreed with Railway for the performance of the works of _____ set forth in the schedule here to annexed upon the General conditions of the contracts and specification of the Central Railway and the special conditions and special specification, if any, and in conformity with the drawings here-unto annexed.

AND WHEREAS the said offer of contractor has been accepted vide letter of acceptance No. _____ dt. _____ hereto annexed as Annexure II **and where as** the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that the consideration of the payments to be made by the Railway Administration, 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 Administration and will complete the same in accordance with the said specifications and in said drawings on conditions of contract referred to herein within a period of _____ and will maintain the said works for a period of _____. **AND the Railway**, both hereby agree that if the contract shall duly perform the said works in the manner aforesaid and observe and keep the said Terms and Conditions, the Railway Administration will pay or cause to be paid to the contractor for the said works in manner provided for in the schedules, and such amounts due in respect thereof at the rates specified in the schedules hereto annexed.

*IN WITNESS WHEREOF the common seal of _____ here up to affixed in pursuant to the resolution of board of Directors.

AND the contractor and **Dy. Chief Mechanical Engineer (P)** of Matunga workshop, central Railway for and on behalf of the President of India have set their hands on the day and year herein above written.

**FOR AND ON BEHALF OF
THE PRESIDENT OF INDIA**

**Signature of the Contractor with Seal
The Contractor's Name and Address:**

SIGNATURE OF WITNESS WITH ADDRESS:

1)

2)

***Applicable in the case of Registered Companies.**

END OF TENDER DOCUMENT