

OPEN TENDER

Name of the work : Modification for provision of both sides driving to Self Propelled ARMV (consists of 3 coaches) at Diesel Rolling Stock Depot Verna/Goa.

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Note

1. The tender document is not transferable.
2. Tender document also available and can be down loaded from konkan Railways web site www.konkanrailway.com
3. The tender document should be submitted intact without detaching any pages.
4. Offer received without purchasing bid documents and offers without enclosing DD towards cost of bid documents and EMD (various forms of submission of EMD is as per tender document)will not be considered.
5. Tenderers or their authorized representatives can be present at the time of opening of tender.

Number of Tender form:

Name and address of the Tenderer

Date of Issue:

MR Number:

Signature of KRCL official

NOTICE INVITING OPEN TENDER

CO/M/L/503/VOL.1/2012/TN

Date: 06/02/2013

M/s

Dear Sir,

Sealed tenders are invited for the work cited as per the following details. Tender documents may be obtained from the office of The Chief Mechanical Engineer, Konkan Railway Corporation Limited, Belapur, Navi Mumbai from **06/02/2013 upto 12.00 hrs of 11/03/2013** as mentioned above.

Name of the work	Modification for provision of both sides driving to Self Propelled ARMV (consists of 3 coaches) at Diesel Rolling Stock Depot Verna/Goa.
Open Tender Notice No and date	CO/M/L/503/VOL.1/2012/TN dated 06/02/2013.
Estimated Cost of work	Rs.22.52 Lakhs.
Completion period	04 Months
Validity of offer	120 days
Type of Tender	Open Tender
Earnest Money Deposit	Rs.45,040/- (Rupees Fourty-FiveThousand and Forty only) in form of the DD drawn in favour of FA&CAO/KRCL payable at Navi Mumbai
Issue of tender documents	Between 9.15 hrs to 17.15 hrs on working days from 06/02/2013 to 12.00 hrs of 11/03/2013.
Last date and time for Depositing Tender	11/03/2013 upto 14.30 hrs
Place of depositing / opening of Tender	Office of the Chief Mechanical Engineer, KRCL, Belapur Bhavan, Navi Mumbai –400614.
Time and date of opening	15.30 Hrs on 11/03/2013
Cost of Tender Form	Rs.3375/- (Rupees Three Thousand Three Hundred Seventy Five only) (Not Refundable) (Not Transferable) in form of the DD drawn in favour of FA&CAO/KRCL payable at Navi Mumbai
Eligibility Criteria	Past experience of similar works: Past experience of similar works: The tenderer Should have completed in the last three financial years (i.e. current year and three previous financial years) at least one similar / same single work for a minimum value of 35% of advertised tender value. (i.e. Rs. 7.88 lakh approx.)

	<p>Total contract amount received during the last three financial years (i.e. current year and three previous financial year) should be a minimum of 150% of advertised tender value. (i.e. Rs.33.78 lakhs approx.) For this purpose the tenderers are required to furnish the necessary details duly attested by the concerned office/department.</p>
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	<p>Financial Solvency: The firm shall submit a solvency certificate from a Nationalized or Scheduled Bank for an amount not less than 1/4th of the estimated cost of this work</p>
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In case the date of tender opening happens to be a holiday, the tender will be opened on the next working day at the same time and place. The contractor has to remit the total amount of EMD and the cost of tender form in the form of separate DD's drawn in favour of FA&CAO/KRCL payable at Navi Mumbai.

Yours faithfully

Chief Mechanical Engineer
Konkan Railway Corporation
Belapur / Navi Mumbai

**Tender Form
(Open Tender)**

The Chief Mechanical Engineer,
Konkan Railway Corporation Limited
Belapur Bhavan
Plot no.6, Sector – 11,
CBD, Belapur, Navi Mumbai – 400 614

I/We Have read the various conditions to tender hereto attached 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 Deposit. I/We offer to do the works relating to tender no. CO/M/L503/VOL.1/2012/TN dated 06/02/2013 for Modification for ARMV Coaches to Self Propelled ARMV at Diesel Rolloing Stock Depot Verna/Goa.

1. I/We hereby bind myself/ourself to adhere to the conditions submitted along with this Tender.

2. I/We also hereby agree to abide by the “General Conditions of Contract 1991” of Konkan Railway Corporation Limited and special conditions of contract of Konkan Railway Corporation Limited as annexed to the tender and to carry out the works according to the specifications for materials and works laid down by the Corporation for the present contract.

3. I/We acknowledge that regulations for tenders and contract for works, general conditions of contract and the special conditions of contract as issued by Konkan Railway Corporation Limited will form part of the tenders/contract documents.

4. A sum of **Rs.45,040/-** (Rupees Fourt-FiveThousand and Forty only) is remitted as Earnest Money Deposit as stipulated in the Tender documents in the form of crossed demand draft drawn in favour of FA&CAO Konkan Railway Corporation. Ltd. The full value of EMD shall stand forfeited without prejudice to any rights or remedies the Corporation may be entitled to if:

- Deposit receipts, pay orders, demand drafts. These forms of earnest money could be either of the State Bank of India or of any of the nationalized banks. No confirmatory advice from the Reserve Bank of India will be necessary.
- Deposit receipt executed by the Scheduled banks (other than the State Bank of India and the Nationalized Banks) approved by the Reserve Bank of India for his purpose.
- EMD on unsuccessful contractor will be returned after finalization of tender only.

a. I/We fail to keep the offer open for a period of 120 days (One Hundred Twenty days) from the date fixed for the opening of the tender or resile from my/our offer or modify the terms and conditions thereof in a manner not acceptable to the Konkan Railway Corporation Limited.

OR

b. I/We do not execute the contract agreement documents within Ten days after the

receipt of acceptance letter/letter of intent issued by Corporation that such documents are ready.

OR

c. I/We do not commence the work within Fifteen days after the receipt of orders to that effect.

5. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute 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.

6. We also undertake to deposit an amount equal to 5% for the total value of the contract as Security deposit and 5% towards Performance guarantee as per Tender conditions after the acceptance of Tender.

(Signature of Tenderer or authorized representative)

For and on behalf of M/s

Date:

Address:

(SEAL).....

Signature of witness.

1.

2.

START OF TENDER DOCUMENT

Additional Special Conditions for Tender Document downloaded from Internet/Website

1. These additional special conditions are applicable to tender document and considered as part of it, which is downloaded from Internet/website.
2. Tenderers may note that permitting of downloading of tender document is an added facility for convenience of Tenderer/s. Railways, 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 downloaded 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.
3. 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.
4. 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.
5. The tender document downloaded from website though does not bear signature of Railway authority shall have same authority as having directly purchased from Railway office. Tenderers while submitting his offer must sign all pages of tender document.
6. The downloaded and printed tender document alongwith 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**".
7. The tenderer/s 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.**
8. 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, Railway 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 submitted by Tenderer, the master document kept with Railway shall prevail and decision of Railway thereon shall be final and binding on Tenderer/Contractor.
9. 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 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 stationary, 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.

10. 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 nay 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 taken into account while submitting the tender. Tenderer's offer is liable to be rejected if they have not enclosed all the corrections/corrigendum along with downloaded tender documents.
11. The "Additional Special 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.
12. 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.Konkanrailway.com 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(s)

Seal:

NATIONAL ELECTRONIC FUNDS TRANSFER

MANDATE FORM

1	Name of City	
2	Bank Code No.	
3	Bank's Name	
4	Branch Address	
5	Branch Telephone / Fax no.	
6	Supplier's Account no.	
7	Type of Account	
8	IFSC Code for NEFT	
9	IFSC Code for RTGS	
10	Supplier's Name as per Account	
11.	Telephone No.of Supplier	
12	Supplier's E-mail ID	

Confirmed by Bank

Signature of Suppler with
Stamp & Address

Enclose a copy of Cancelled Cheque

Read and Accepted

Signature of Tenderer

Instructions to Tenderer

1. **Rates:** The accepted rates will be for Modification for ARMV Coaches to Self Propelled ARMV at Diesel Rolloing Stock Depot Verna/Goa. The rate also includes the labour, materials, transportation, handling / rehandling, and loading / unloading of various items required for Modification for ARMV Coaches to Self Propelled ARMV at Diesel Rolloing Stock Depot Verna/Goa. The rates will be for the entire contract period, and no escalation shall be payable.
2. **Unit cost :** The **unit cost of the schedule items is inclusive of the cost of Men, Material and Machines** involves in the work.
3. **Sales / Excise Duty :** Any taxes / duties should be quoted separately as **percentage of the Unit cost**. The KRCL will, however, not be responsible for the reimbursement of tax paid by the contractor under misapprehension of law.
4. Service tax : Applicable.
5. The total rate should be quoted in figures as well as in words. If there is variation between the rates quoted in figures and in words, the total rates quoted in words shall be taken as correct.
6. Tender documents are not transferable. Tender submitted on other than prescribed offer form or on photo copy of this form will not be considered. Quotation submitted telegraphically / Fax / e - tendering will also not be considered.
7. Each page of the tender documents is to be signed and dated with company seal by the tenderer/s or such person/s on his/their behalf who is / are legally authorized to sign for him/them.
8. The earnest money of the requisite amount is required to be deposited in favour of FA&CAO, Konkan Railway Corporation Limited payable at Navi Mumbai along with the tender documents.
9. No interest shall be allowed on the earnest money and security deposits.
10. The work shall be carried out by trained personnel only under the supervision of supervisor / representative of the firm.
11. No compensation shall be claimed by the contractor for injury / loss of life or material during working.
12. The work is to be carried out without disturbing the Railway's routine working.
13. The arrangements for stay and lodging of the staff of the tenderer shall be the responsibility of the tenderer.
14. Tenders must be enclosed in a sealed cover superscribing thereon the name of the work as mentioned in the tender notice and must be deposited in the tender box in the office of the Chief Mechanical Engineer, Konkan Railway Corporation Limited, Belapur, Navi Mumbai on behalf of the Corporation , not later than the time and date mentioned in the tender notice. The tenders will be opened at the stipulated time in presence of such of those tenderers or their authorized representatives who may choose to be present. Tenders who are received after the date and time specified are liable to be rejected.

15. Tenders containing overwriting additions, alterations, erasures, obliterations and other defects are liable to be rejected. All corrections made by the Tenderer should be properly attested by the Tenderer. If the tenderers want to specify any special conditions or furnish any additional information by way of clarification, amplification etc., they may do so in a covering letter only and in no case make any alteration or correction in the tender documents.
16. The tenderer shall visit the site of work and ascertain for himself all the aspects of site conditions/tender work viz., accessibility of approach roads, working conditions, availability of water for drinking purposes, electricity stores, etc. In short, he should familiarize himself fully with the site conditions and GIVE A CERTIFICATE TO THIS EFFECT in the proforma appended here under.
17. The tenderer(s) shall also send along with the tender attested Photostat copies of documents like deed, articles and memorandum of association, certificate of incorporation, Memorandum of understanding in respect of consultancy/collaboration proposal, partnership deed etc. However, the Corporation may demand production of all the original documents as may be considered necessary.
18. Tenderer shall submit a list of works which are currently being executed by them, their contract value and date of completion.
19. The Tenderer should indicate the total value at the appropriate place in the schedule only.
20. These "Instructions to the tenderers" shall be deemed to form a part of the tender documents.
21. Any specification/condition stated by the tenderer in the covering letter submitted by him along with the tender shall be deemed to be a part of the contract only to such an extent as has been explicitly accepted by the Corporation.
22. The following documents should be submitted along with the tender to fulfill the minimum eligibility criteria:-
 - A)** Tenderer should submit an attested copy of certificate obtained from Junior Administrative Grade of the Railway Department to whom the work was done/Superintendent Engineer of State Government or equivalent Grade Officer in Quasi Government/Public Sector Undertakings in Central Government to establish the eligibility criteria. Description of Work, Organization for whom work executed, Value of Contract at the time of award, Date of award, Date of Scheduled completion of work, Date of actual start, Actual completion, Final value of contract. If the work is completed but final bill not paid, details as required in Annexure-C shall be made available. Certificate from Private individuals for whom such works are executed shall not be considered.
 - B)** Attested copy of Certificate from Junior Administrative Grade Officer of the Department of Railways to whom the work was done / Superintendent Engineer of State Government or equivalent Grade Officer in Quasi Government/Public Sector Undertakings in Central Government showing Agreement-wise contract bill amount received during the last 3 financial years and in the current financial year. Audited Balance Sheet indicating Agreement-wise contract bills received during the last 3 financial years duly signed and certified by the Chartered Accountant also can be enclosed.
 - C)** List of works on hand indicating Name of work, contract value, bill amount paid so far, due date of completion to be furnished by the contractor in Annexure – D and this Certificate to be signed by contractor. Tenderer should submit a NIL Certificate if there are no works on hand.

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

E) Any certificate / documents submitted after the tender opening shall not be given any credit and shall not be considered.

F) The offer of tenderer(s) who do not enclose Experience Certificate, Turn over Certificate and list of works in hand as in **22 (A) to 22 (C)** above along with their tender to establish their credentials shall be summarily rejected though they are working contractors or contractors of Approved List.

23. The following further documents may be submitted along with the tender:

A) List of Personnel Organization available on hand and proposed to be engaged for the subject work. These two lists should be given separately and signed by the tenderer and to be submitted in Proforma given in the Annexure - A.

B) List of Plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work and this list shall be signed by the tenderer and to be submitted in the Proforma given in the Annexure–B.

C) List of works completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and the date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.

24. VENUE: The Tender Notice Number and Name of the Item should be clearly written on the Sealed Cover and Tender Documents duly completed in all respects shall be dropped in the Tender Box kept for the purpose at office of the CHIEF MECHANICAL ENGINEER / KONKAN RAILWAY CORPORATION LIMITED / BELAPUR BHAVAN / BELAPUR / NAVI MUMBAI or may be sent by Post to the above address. Railway is not responsible for any delay in transit or loss of tender form sent / received by post.

25. Tender Schedules are also available on Web site as an attachment to the Tender Notice and the same can be down loaded and used as Tender Document for submitting the offer. However, the cost of Tender Document as indicated above has to be deposited by the Tenderer in the form of a Bank Draft payable in favour of FA&CAO / KONKAN RAILWAY CORPORATION LIMITED / BELAPUR BHAVAN / BELAPUR / NAVI MUMBAI should be submitted to this office along with the Tender. DDs drawn on Nationalized Banks will be only accepted. The cost of Tender form should be paid separately and not clubbed with Earnest Money Deposit. If tenderers download Tender documents from Website and do not enclose proper value towards the cost of Tender Form and EMD, their tender shall be considered as invalid. No correspondence will be entertained in this regard.

26. If any certificates or details enclosed by the tenderers are found to be fake/bogus/tampered, such of those agencies shall not be awarded any work in KRCL for a period of 5 years from the date of opening of the Tender. Joint Ventures or Partnership Firms in which such agencies are a party shall not be awarded any work for this period of 5 years.

26. Tenderers are free to download the Tender Document from the Website at their own risk and cost for the purpose of perusal and to use the same as Tender Document, if so desired for submitting their offer. The Railway does not own any responsibility for any alteration / omission in the contents of the Tender Form uploaded on the Website. No claim on this account will be entertained. The

Administration will not own any responsibility, if Website is not opened for downloading the Tender Documents due to any technical snag.

27. The prospective Tenderers are advised to visit Website "www.konkanrailway.com" in the last week to the date of Tender opening to note any changes / corrigenda of any tender.

28. WARNING: It is hereby brought to the notice of all prospective Tenderers that if any change / additions / deletions / alterations are found to be made by them and the same is subsequently detected / noticed at any stage even after award of the contract, all necessary action including banning of business would be taken. In addition, the tenderers are liable to be prosecuted under Law.

29The contractor shall comply with the provisions of EPF & MP Act, 1952 and obtain Code No., from the concerned authorities whenever workmen employed by him are 20 or more. He shall also indemnify Railways from and against any claim, penalties, recoveries under the above act and rules. Contractors to get the Code No., under EPF so as to enable the PF Commissioners to extend the Social Security benefits to the workmen engaged by the Railway Contractors.

30. Conservancy charges as applicable and as modified from time to time will be recovered from contractors' running bills.

31. While quoting the rates, Tenderers must consider all Taxes / duties, Royalties including Service Tax applicable as on date.

32. Tenderers must furnish details of their Bank account No., Name of the Bank, Specific Code No., of the Bank since the payments will be arranged on EFT/NEFT scheme as the case may be.

33. The contractor shall provide safety equipment as per the provisions of Factory Act to his staff engaged in connection with the contract work within Workshop premises.

34. Any clarification required in connection with the works can be obtained from the Office of Chief Mechanical Engineer, Konkan Railway Corporation Limited, Belapur Bhavan, Sector 11, C B D Belapur, and Navi Mumbai-400 614.

Chief Mechanical Engineer
Konkan Railway Corporation Ltd.
Belapur

Signature of Tenderer(s)

ANNEXURE – A

PROFORMA

ENGINEERING ORGANISATION AVAILABLE ON HAND

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

ENGINEERING ORGANISATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM ABOVE

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

ENGINEERING ORGANISATION PROPOSED TO BE ENGAGED FOR THIS FROM OUTSIDE

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

SIGNATURE OF TENDERER

DATE

ANNEXURE – B

PROFORMA

PLANT & MACHINERY AVAILABLE ON HAND

Sl No.	Particulars of machinery, plant & equipment	No. of units	Kind & make	Capacity	Age & Condition	Approx. cost in Rs. (in lakhs)	Purchase Bill No.& date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
D							
E							

PLANT & MACHINERY AVAILABLE ON HAND PROPOSED TO BE INDUCTED FROM ABOVE

Sl No.	Particulars of machinery, plant & equipment	No. of units	Kind & make	Capacity	Age & Condition	Approx. cost in Rs. (in lakhs)	Purchase Bill No.& date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
D							
E							

PLANT & MACHINERY AVAILABLE ON HAND PROPOSED TO BE INDUCTED FROM OUTSIDE

Sl No.	Particulars of machinery, plant & equipment	No. of units	Kind & make	Capacity	Age & Condition	Approx. cost in Rs. (in lakhs)	If to be Purchased, Give likely date of Receipt & supplier's Name
01	02	03	04	05	06	07	08
A							
B							
C							
D							
E							

SIGNATURE OF TENDERER

DATE

ANNEXURE – C
PROFORMA

EXPREIENCE CERTIFICATE

Sl No.	Work Details	Details
01	Name of work and Quantity	
02	Agreement Number & Date	
03	Name of the agency	
04	Agreement value in Rupees (In words and figures)	
05	Due date of completion of work	
06	Number of Extensions granted for completion of Original Contract quantity	
07	Increase / decrease of Original Contract quantity, if nay	
08	Date of scheduled completion of increased quantity	
09	Number of Extensions granted for completion of Increased Contract quantity	
10	Actual completion of work	
11	a) Value of final bill if passed (in words) b) Total Contract value paid (in words)	
12	Work completed but Final measurements not recorded a) Amount paid so far as in CC Bill no.	
13	Work completed, Final measurements recorded with negative variation a) Amount paid so far as in CC Bill no.	
14	Work completed, if Final measurements recorded with Positive variation, which is not yet sanctioned yet. a) Orginal agreement value or last sanctioned Agreement value which ever is lower.	

Note :

This certificate in this proforma is to be issued only for completed works.

This certificate to be issued only by Sr.DEN in charge of the work or Equivalent Grade (JAG Officer of Railways) in Open line and by Dy.CE in charge of the work or Equivalent Grade (JAG Officer of Railways) other than Open line. This type of Certificate may be obtained from Superintendent Engineer in charge of the work from state Government / Public Sector Undertakings.

Signature
Name of Officer
Designation
Address
Office Seal

ANNEXURE – D

PROFORMA

LIST OF WORKS ON HAND WITH THE TENDERER

Sl no	Name of work	Agreement No and date	Designation and address of agreement signing authority	Agreement value in lakhs	Bill Amount paid so far in lakhs	Due date of completion	Number of extensions taken
RAILWAY WORKS							
1							
2							
3							
4							
5							
STATE GOVT.WORKS							
1							
2							
3							
4							
5							
PUBLIC SECTOR UNDERTAKING WORKS							
1							
2							
3							
4							
5							

SIGNATURE OF TENDERER

DATE

PROFORMA

I / We hereby declare and certify that I / We have inspected / investigated the site(s) of work and have fully familiarized myself / ourselves with all aspects of working restraints such as accessibility, conditions, location, Geophysical / terrain conditions etc., whereupon only rates have been quoted be me/us.

Date:

Signature of Tenderer(s)

Seal:

SPECIAL CONDITIONS OF CONTRACT

1. **Past experience of similar works:** The tenderer Should have completed in the last three financial years (i.e. current year and three previous financial years) at least one similar single/same work for a minimum value of 35% of advertised tender value. (i.e. **Rs. 7.88 lakh** approx.). Total contract amount received during the last three financial years (i.e. current year and three previous financial year) should be a minimum of 150% of advertised tender value. (i.e. **Rs.33.88 lakhs** approx.) For this purpose the tenderers are required to furnish the necessary details duly attested by the concerned office/department.
2. **Annual Turnover:** The annual turnover of the tendereing firm in last 3 years shall not be less than 1.5 times the estimated cost of this work as per ITCC to be submitted along with this tender.
3. **Machinery and Plant:** The tenderers will submit with the tender a list of required machinery, plant and tools along with necessary documents to establish the ownership/hiring.
4. **Financial Solvency:** The firm shall submit a solvency certificate from a Nationalized or Scheduled Bank for an amount not less than 1/4th of the estimated cost of this work
5. **Organization:** A list of personnel, technical and otherwise as available on hand and as proposed to be engaged for the subject work will be submitted with the tender.
6. Completion period for said tender is Four Months from the date of issue of Acceptance of letter. The representative should be available during the trial day to rectify any problem.
7. However welding, cutting and other equipments such as welding machine, welding electrodes, gas cutting sets with cylinder etc will have to be arranged by the contractor.
8. The firm has to quote rates in the enclosed schedule for all the items and no sub contract shall be allowed.
9. Water for drinking purpose shall be supplied free of cost by KRCL. Electric power supply will be supplied by KRCL for welding / fabricating / etc for Modification / Conversion of Self Propelled ARMV coaches
10. The separate energy meter shall be provided and consumption shall be recorded at site, the consumption of electric power shall be chargeable at actual consumption as per energy meter and the amount shall be deducted from the bill submitted by the contractor during for the work of Modification for ARMV Coaches to Self Propelled ARMV The present unit cost of Electric power chargeable to contractors is 11 Rupees 20 paisa. Price variation towards unit cost is applicable as per the rate charged by Electricity Board.
11. The firm has to give guarantee period of 12 months for Modified Self Propelled ARMV coaches towards the material and quality of workmanship, after modification/commissioning. Any defects/unsatisfactory workmanship during this period shall be attended, rectified/replaced if necessary free of cost by the contractor.
12. The successful tenderer should be ensured that the availability of materials for modification without delaying the work. The security of supplied items shall be the responsible of firm. Storage space will not be provided to stock the materials.

13. The work has to be undertaken at Diesel Rolling Stock Depot, Verna Goa. RME / MAO through his subordinate will look after the day to day working and Inspection at Verna. In any case of any dispute the decision of CME / KRCL will be final.
14. The welding electrodes used for modification works should be of ISI standard. Welding should be continuous fillet weld of 5mm thickness wherever welding required.
15. Payment will be released by FA & CAO after receipt of bills duly forwarded, checked and certified by RME/MAO after successful completion and trial of Modified Self Propelled ARMV.
16. The successful tenderer may have to start the work within 15 days from the date of receipt of letter of acceptance.
17. The details like names, address and photographs have to be submitted to the Depot officials of staff engaged by the contractor for modification work .
18. Contractor has to submit the test certificate of raw materials used for Modification for ARMV Coaches to Self Propelled ARMV at Diesel Rolling Stock Depot Verna/Goa.
19. The arrangement of movement / stock of released scrap materials to be made by the firm for the location which identified by KRCL in DRSD / Verna Premises. Necessary records should be kept by firm jointly with representative of KRCL with RPF staff or representative of Material Management Department in regard to the quantity of scrap / Weighing of scrap released. The disposal of released scrap materials will be the responsibility of KRCL.
20. **SECURITY DEPOSIT ON ACCEPTANCE OF TENDERS:** Unless otherwise specified in the special conditions, if any, the Security Deposit / Rate of recovery / mode of recovery shall be as under:
 - Security Deposit for each work should be 5% of the contract value.
 - The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
 - 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 after the physical completion of the work as certified by the Competent Authority. The Competent authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then 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.
 - In the event of the contractor failing to make the deposit within the said time and in the manner aforesaid, the Railway Administration shall be entitled to cancel his/their contract and forfeit the money deposited by contractors as the earnest money also. No interest will be paid on security deposit. The security deposit may be enhanced on the full discretion of the Rly. Administration. The Railway is fully entitled to recoup loss to Rly. arising due to breach of terms of this agreement from the money deposited as security deposit. Security deposit will be returned after all liabilities to the Rly. have been met, and contractor has no dues on the Railway.

- Whenever the contracts are rescinded the performance guarantee deposited towards security deposit shall be encashed.
- No interest will accrue on the security deposit under any circumstances.

21. **Performance Guarantee (PG):** The successful bidder should give Performance Guarantee amounting to 5% of the contract value in the following forms.

- A deposit of cash, Irrevocable bank guarantee
- Government securities including State Loan Bonds at 5 percent below the market value.
- Deposit receipts, pay orders, demands Drafts and guarantee Bonds. these forms of performance Guarantee could be either of the State Bank of India or of any of the nationalized banks
- Guarantee Bonds executed or deposits Receipts tendered by all scheduled banks
- A deposit in the Post Office Saving Bank, National Saving certificates, Twelve years National Defence Certificate, Ten years Defence deposits, National Defence Bonds
- Unit trust Certificates at 5 per cent below market value or at the face value whichever is less.
- FDR in favour of FA& CAO, Konkan Railway Corporation Ltd, Belapue, Navi Mumbai (free from any encumbrance) can be accepted.
- The Performance Guarantee should be furnished by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement and should be valid up to **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.** The agreement should normally be signed within 15(fifteen) days after the issue of LOA and Performance Guarantee should also be submitted within this time limit.
- Performance Guarantee shall be released after satisfactory **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 respect satisfactorily.** The procedure for releasing should be same as for Security Deposit.
- 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.
- The balance work shall be got done independently without risk and cost of the original contractor.
- 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.
- The Engineer shall not make claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract(not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the engineer may claim the future amount of the performance guarantee.

Failure by the contractor to pay President of India any amount due, either under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.

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

CONDITIONS OF THE CONTRACT

1. The contract shall be governed by the law for the time being in force in the Republic of India.
2. Contractor's employee would be responsible for his own safety during the course of work. KRCL would not be responsible for any damage, loss, injury or accident sustained by the contractor and/or his employee in the course of work nor can be called upon for any compensation. Necessary statutory provisions shall be fulfilled by the contractor in this regard. The contractor shall be responsible to ensure safety of not only his workmen but also Railway staff, Railway commuters and public at Railway premises while carrying out the work.
3. Any damage or loss caused to the Railway property either by the contractor or his workmen shall be borne by the contractor. the quantum of loss/damage as assessed by the AME/SSE/DRSD/VEN shall be recovered from bills payable to the contractor. If the contractor is having any dispute in respect of the damage imposed, within fifteen days of receipt of decision of the above authority, he shall approach Senior Regional Mechanical Engineer, Verna with his supporting details for redressal. The decision of Chief Mechanical Engineer, Belapur in this respect is final and binding on the contractor.
4. **Risk Insurance Policy** : The contractor should take an insurance policy to cover not only contractors men, materials and machinery but also to cover public property & third part risk for the duration of the contract & regularly pay all insurance premium within his quoted rates & produce proof of the same to the corporation **before starting the work**.
5. **Non submission of Labour license Certificate and Employees Provident Fund Recovery Certificate by the Tenderer:** The contractor shall submit Labour License Certificate and Employees Provident Fund recovery Certificate before the submission of first on account bill. The failure to submit the above certificate will make the contractor liable to a recovery of an amount equal to 20% of the first on account bill or 2% of the contract value whichever is more in addition to the legal/departmental action as admissible including not passing of on account bill till all the above certificates are produced
6. For non-compliance of any terms of the contract and/or violation there of penalty up to a maximum 2% of contract value for each violation per time shall be levied. The quantum of penalty shall be as decided by the RME/MAO on basis of report of AME/SSE/DRSD/VERNA. In case of persistent non compliance and/or violation of the terms of contract the contract shall be terminated with risk and cost of the contractor. The decision of Chief Mechanical Engineer/Bleeper shall be final in this regard.
7. All notices, communications, references and complaints made by the Corporation or its Engineer or the contractor interse concerning the works shall be in writing and no notice communication, reference or complaint not in writing shall be recognized.
8. The contractor shall indemnify and save harmless the Corporation from and against all actions, suits, proceedings, losses, costs, damage, charges, claims and

demands of every nature and description brought or recovered against the Corporation by reason or any act or omission of the contractor, his agents or employees, in the execution of the works or in the guarding of same. All sums payable by way of compensation under any of these conditions shall be considered as Corporation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

9. The earnest Money Deposited by the contractor with his tender will be retained by the Corporation as a part of Security Deposit for the due and faithful fulfillment of the contract by the contractor. The balance if any to make up this security deposit which will be 5% of the total contract value shall be made good as per the mode of payment of security deposit. The security deposit shall be refunded after the expiry of the period of completion provided that all claims and demands made against the Corporation for and in respect of damage or loss by, from or in consequence of the works have been finally satisfied.
10. No interest will be payable upon the earnest money or the security deposit or amounts payable to the contractor under the contract.
11. The contractor shall commence the work within fifteen days after the receipt by him of an order in writing to this effect from the KRCL authority and shall proceed with the same with due expedition and without delay.
12. The rates entered in the accepted schedule of rates of the contract are intended to provide for works duly and properly completed in accordance with conditions of contract and deemed to include and cover.
 - Supervision and labour,
 - All arrangement for safety of all Railway staff and his employees,
 - All fees, duties, royalties, taxes and imposition payable to local authorities,
 - And all such other incidental charges or contingencies as may have been specially provided for in the specifications.
13. The accepted increase in quantity of each individual item of the contract would be up to 25% of the originally contracted and contractor shall be bound to carry out all the work at the agreed rates and shall not be entitled to any claim or any compensation what so ever upto the 25% increase in quantity of individual item. In the event of any reduction in the quantity to be executed for any reason what so ever the contractor shall not be entitled to any compensation but shall be paid for the actual quantity of work done.
14. The contractor shall conform to all laws, bye laws, rules and regulations in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all employed.
15. The contractor shall not employ children below the age of 18 as labourers directly or through petty contractor or sub-contractor for execution of work.
16. Any error in description, quantity or rate in the schedule annexed to the contract or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of his obligations under the contract.
17. The contractor shall not be entitled to make any claim what so ever against the Corporation

under or by virtue of or arising out of this contract nor shall the Corporation entertain or consider any such claim if made by the contractor after he shall have signed "No claim certificate" in favour of the Corporation in such form as shall be required by the Corporation after the works are finally measured up.

18. The contractor shall be entitled to be paid from time to time (monthly) by way of "on Account" payments only for such works as in opinion of the KRCL authority he has executed in terms of the contract. All payments due subject to any deductions which may be made under these presents and shall further be subject to unless otherwise required under the conditions, retention of the ten percent by way of security deposits.
19. On account payment made to the contractor shall be without prejudice to the final making of the account and shall in no respect to be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular Qty of work having been executed nor of the manner of its execution being satisfactory.
20. Unless otherwise specified payment to the contractor will be made by cheque drawn on the bank where the Corporation is having current account.
21. The contractor shall be entitled to determine the contract at any time should in the Corporations opinion the cessation of work become necessary owing to paucity of funds or from any other cause what so ever in which case the value of approved work done to date by the contractor will be paid for in full at the rates specified in the contract. Notice in writing from the Corporation of such determination and the reason there for shall be conclusive evidence thereof. The contractor shall have no claim to any payment of compensation or other wise, how so ever on account of any profit or advantage which he might have derived from the execution of work in full but which he did not derive in consequence of determination of the contract.
22. The contractor should:-
 - become bankrupt or insolvent or,
 - abandon the contract or, Persistently disregards the instructions of the KRCL authority or
 - contravenes any provision of the contract or,
 - Fail to take steps to employ competent or additional staff and labour as required. Then in any of the said cases the authority on behalf of the Corporation may serve the contractor with a notice in writing to that effect and the contractor does not with in seven days after delivery to him of such notice, proceed to make good his default, the Corporation shall be entitled after giving 48 hrs in notice under the hand of the authority to rescind the contract as a Whole or in parts and adopt either to complete the balance works by employing labour or to get it completed by another contractor. The manner and method in which such works is completed shall be in the entire discretion of the KRCL authority whose decision shall be final.
23. The Corporation shall be entitled to recover from the contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the authority to the contractor if the works had been carried out by the contractor under the terms of the contract.
24. The courts of the place where the acceptance of tender has been issued alone have

jurisdiction to decide any dispute arising out of or in respect of the contract.

25. In the event of any question, dispute or difference arising under these conditions with this contract except as to any matters the revision of which is specially provided for by these conditions same shall be referred to sole arbitrator or an executive of Konkan Railway appointed to be an Arbitrator by Managing Director of KRCL. However the arbitrator appointed so shall not be one of those who had an opportunity to deal with the matters to which the contract relates.
26. Subject to aforesaid Arbitration and conciliation Act 1996 and rules there under and statutory modifications there of for the time being in force shall be deemed to apply the arbitration proceedings under this clause.
27. The Tenderer may choose any one of the modes of payment of the security deposit from the list of modes given in the Annexure III enclosed. The Tenderer shall sign against the mode of payment chosen by him and cross out all other modes in the list.

Note: In the Government securities a margin shall be allowed for possible fluctuations in the market value and the Tenderer will be called to make good any deficiency in this respect, if necessary. No interest will be payable on the security deposit but Government securities deposited in terms of these mentioned above will be repayable in interest occurred thereon if this carry any interest.

28. Payment of bills :The details required for preparation of on account and final bills have to be taken jointly by the KRCL authority and the tenderer(s) and the same will be recorded by the KRCL authority. Based on the above the tenderer has to submit his on account/final bills along with the details and the calculations of quantities in proforma approved by the KRCL authority. The payment of on account / final bills will be released after due scrutiny.
29. The tenderer would be liable to pay any taxes including sales tax etc. as may be leviable under the relevant statute. Moreover the KRCL would be at liberty to deduct such taxes at sources and pay to the concerned authorities as may be provided under law or if demanded by such authorities.
30. As per prevailing rates the deduction of Income Tax will be made from the gross sum payable under contract in terms of section 194 of Income Tax Act 1961.
31. The contractor shall comply with the latest provisions of
 - Minimum Wage Act 1948 and rules made there under.
 - Provisions of Payment of Wages Act 1936 and rules made there under.
 - Provision of Contract Labours (Regulation and Abolition] Act 1970
 - Provision of Employees Provident Fund act 1952.
 - Provision of Workmen Compensation Act 1923.
 - The Bonded Labour System (Abolition] Ordinance 1975 Rules made thereon.
 - Any other rule/law/regulation applicable.
32. Sales Tax or other taxes: The tenderer shall bear in full any sales tax and/or other taxes levied by the State Government and / or Central Government from time to time. KRCL will not any concession form. This would be entirely a matter between the tenderer and State

Government or Central Government and no claim whatsoever on this account shall be entertained by the Corporation.

33. Right to accept any tender:-The Railway shall not be bound to accept the lowest or any tender or to assign any reason for non acceptance or rejection of any tender. No tenderer shall be deemed to have been accepted unless such acceptance has been notified in writing to the successful tenderer by the Railway. The Railway reserves the right to accept any tender for less than the tenderers quantity without assigning any reason whatsoever.

34. CME / KRCL reserves the right to terminated the contract at any point of time without giving notice, reason thereof

35. Force Majeure Condition:

□ In the event of any unforeseen event directly interfering with the work arising during the currency of the contract: such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lockout, acts of public enemy, acts of God, sabotage: the contractor shall, within a week from the commencement thereof, notify the same in writing to the KRCL with reasonable evidence thereof. If the force majeure conditions mentioned above be in force for a period of 30 days or more at any time, the contractor shall have the option to terminate the contract on expiry of 30 days or more at any time of commencement of such force majeure by giving 7 days notice to the KRCL in writing. In case of such termination, no damage shall be claimed by either party against the other save and except those, which had accrued under any other clause of the agreement prior to such termination.

□ Non-performance of the contractor as per the schedule even due to Force majeure conditions shall be considered valid reason for debarring him from orders against future tenders.

The offers from the tenderers not satisfying the above mentioned eligibility criteria are liable to be rejected.

Date:

Signature of Tenderer(s)

Seal

Annexure II

INDEMNITY BOND

(TO BE EXECUTED ON A STAMP PAPER TO THE VALUE OF RUPEES 50/-)

This bond of indemnity executed on _____ day of 2013 by M/s. _____ having its registered office at _____ herein after called Executants in favour of the Konkan Railway Corporation Limited, acting through the Regional Mechanical Engineer, Konkan Railway Corporation Limited, Madgaon, Goa and their successors.

In consideration of having agreed to execute the work of Modification for ARMV Coaches to Self Propelled ARMV at Diesel Rolloing Stock Depot Verna/Goa on contract basis.

We undertake and indemnify you, your successors and assigns as follows against any payment and all obligations in respect of the following:

- i) Items handed over where not accounted.

- ii) We agree to indemnify the Corporation against any and all obligations of payment to us in respect of the rejected items.

- iii) This bond shall be binding on us, the executants and the successors and assigns and shall continue to be valid, binding and irrecoverable until this work is executed in full and the contract is put to an end.

Dated at _____ this _____ day of 2013.

Witness:

- 1.

- 2.

Signature of Tenderer(s)
Date:

SCHEDULE OF ITEMS, RATES AND QUANTITIES AND SCOPE OF WORKS AS PER
ANNEXURE -A (3 pages).

END OF TENDER (Total pages of Tender 29 pages inclusive of Annexure-A)