

Serial No. _____

GOVERNMENT OF INDIA



North Eastern Railway

TENDER DOCUMENT

FOR

OPEN TENDER

Name of work: Hiring of 2 Nos. Diesel driven Road Vehicle i.e. Tata Sumo/Tavera or equivalent vehicle for inspection work in IZN division by officials of Dy.CSTE/Con/Izatnagar during Mega Block of Bareilly-Badaun-Kasganj.

TENDER No. S&T/ CON/ 20 of 2013

(Not Transferable)

M/s _____

**PRICE RS. 1000/-
POSTAGE EXTRA
(Rs.500 for Registered Post)**

**Dy.Chief S&T Engineer /Con/IZN
N. E. Railway, Izatnagar**

Signature of tenderer(s)

Dated:

Tender No. S&T/ CON/20 of 2013

IMPORTANT INFORMATION
TENDER No. S.& T /CON/20 of 2013

NAME OF THE WORK : As mentioned on first page.

APPROXIMATE COST OF THE WORK : Rs. 3,97,250.00

EARNEST MONEY: Rs. 7950.00

PLACE, DATE & TIME OF GETTING, SUBMITTING & OPENING OF THE TENDER DOCUMENT:

| | Place : Office of the | Date | Time |
|------------|---|-------------|-----------------|
| Getting | C.S.T.E./CON/N.E.RAILWAY / Gorakhpur | 17-10-2013 | Up to 13.00 hrs |
| Submission | As per para 12 of page No. 8 page No. 6 | 18-10-2013 | Up to 14.30 hrs |
| Opening | As per para 12 of page No. 8 page No. 6 | 18-10-2013 | At 15.00 hrs |

CONSIGNEE: - SSE / CON / Sig / Bareilly City / N.E.Rly.

FIELD OFFICER (Engineer In Charge) : Dy.CSTE / Con / NERly. / Izatnagar or his nominee.

COMPLETION PERIOD: 06 MONTHS

ADDRESS OF CORRESPONDENCE:

Prior to award of the contract: The Chief Sig. & Telecom. Engineer/Con/ N.E.Railway, Gorakhpur or his successors / nominee (whose address will be indicated in due course).

After the award of the contract: The Dy. Chief Sig. & Telecom. Engineer / Con / N.E.Railway / Lucknow, DRM Office, Ashok Marg, Lucknow or his successors/nominee (whose address will be intimated in due course)

Signature of tenderer(s)

Dated:

INSTRUCTIONS TO TENDERER(S) FOR SUBMITTING TENDER DOCUMENTS AFTER DOWNLOADING FROM WEBSITE.

1.0 INSTRUCTIONS :

- 1.1. Tenderer(s) who are submitting downloaded (from website) tender documents must enclose with the tender form a non-refundable tender fee of **Rs. 1000/- (Rs. One thousand only)** in form of Bank Draft issued by any Nationalized Bank in favour of FA&CAO/Construction, North Eastern Railway, Gorakhpur. Tender offers not accompanying with the requisite tender fee shall be summarily rejected.
- 1.2. A certified copy of original tender document is available in the tender section of CSTE/ CON/ N. E. Railway, Gorakhpur, which may be seen on any working day during prescribed period for sale of tender form. Tenderer(s) on award of contract will have to enter into agreement with Railway in format of above-mentioned original tender documents. Tenderer(s) shall not have any right/claim to insist on signing of contract agreements in format on which tender document were submitted by him after downloading from website.
- 1.3. If during process of tender finalization, it is detected that tenderer has submitted tender documents after making any changes / additions / deletions in the tender documents downloaded from website, then the earnest money deposited by tenderer shall be forfeited by the Railway. Further, if after award of contract it is detected that tenderer has submitted tender documents after making any changes /additions/deletions in the tender documents downloaded from website then Railway will take action to remove the contract from the work in terms of clause 62 of GCC 1999 and initiate such further legal action against contractor as it considered necessary.

Signature of tenderer(s)

Dated:

Tender No. S&T/ CON/20 of 2013

NORTH EASTERN RAILWAY
TENDER FORMS (FIRST SHEET)

To,

The President of India,
Acting through the Dy.Chief Signal & Telecom.
Engineer /Con/, North Eastern Railway,
Lucknow.

I/We _____
have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. I/ We also agree to keep this tender open for acceptance for a period of 120 days from the date of opening of the same and in default thereto, I/ We will be liable for forfeiture of my / our "Security Deposit". I/ We agree to do the work for Dy. Chief Signal & Telecommunication Engineer /Con./ North Eastern Railway, Lucknow at the rates quoted in the attached schedule and hereby bind myself/ ourselves to complete the work in all respect within 12 months from the date of issue of letter of acceptance of the tender. I/ We hereby agree to abide by the General conditions of contract and N. E. Railway's G. C. C. (1999) for Engineering Department and subsequent amendments therein and to carry out the work according to the specifications for materials and works laid down by the Railway for the present contract.

Signature of tenderer(s)
Dated:

TENDER FORM (First Sheet Contd.)

2. Prescribed amount of earnest money is forwarded herewith as earnest money for due performance of the stipulation to keep the offer open for a period of 120 days from the date of opening of the tender. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:-
 - (a) I / We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready, or
 - (b) I/ We do not commence the work within ten days after receipt of orders to that effect.
3. 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.

Signature of witnesses :

Signatures of Contractor/s

1. _____

Dated _____

2. _____

Contractor's Address :

Signature of tenderer(s)

Dated:

TENDER FORMS (SECOND SHEET)

Instruction to Tenderer(s) & Conditions of Tender :-

1. **The following documents from part of Contract :-**
 - i. Tender forms (First sheet and Second sheet and also the tender notice).
 - ii. General terms and conditions (Attached).
 - iii. Special condition of contract (Attached).
 - iv. All General and detailed drawings pertaining to this work which will be issued by the Dy. CSTE/Con/North Eastern Railway, Izatnagar or his representative (from time to time) with all changes and modifications.
 - v. North Eastern Railway, General Conditions of contract of 1999 as amended by correction slip issued up to date.
 - vi. Motor vehicle act 1989-90 corrected up to printed advance correction slips up to date.

2. **Submission of offer :**
 - (a) (i) The tenderer shall submit their offers as per tender schedule attached as **Annexure-I**. The tenderer shall indicate the rate per unit in Indian Rupees. F.O.R. site of work for each activity included in the Schedule. The payment will be made only on the basis of this Schedule.
 - (ii) The rates tendered should be inclusive of all taxes Central, State or Local Octroi / Levies etc. and duties leviable. If Sales-tax, general tax, inter state tax or any taxes or duties or local taxes/levies are to be charged extra, the rate at which the same will be charged must be clearly stated in the tender. The tender should clearly specify the duty rates which are adopted in his calculation of prices.
 - (iii) Sales Tax at the rate notified in this behalf from time to time by Government on the value of contract, leviable shall be recovered by the Railway Administration from the contractor's bills.
 - (iv) The Railway will deduct 2% of Income tax Plus surcharge, if any, on each bill while making payment to the contractor/s. The settlement of Income Tax should be made with the Income Tax Authority.
 - (v) Payment of Custom Duties or Taxes made by the contractor under any misapprehension of law or due to goods being valued higher than stated, shall not be reimbursed by the Railway.
 - (vi) After submission of the proper tender documents in the tender box by the tenderer/s, subsequent modified offers on slip / letter dropped in the tender box will not be considered valid.

- (b) Price quoted should be generally firm, without prices variation clause, where such changes are unavoidable, details of the variation clauses should be based on these

Signature of tenderer(s)

Dated:

Tender No. S&T/ CON/20 of 2013

accepted already by either purchases organizations of Government Departments like Railway DGS&D etc.

3. Though Hiring of vehicles are for six months. Hiring period can be decreased/increased by Railway.
- 4.(a) Should a tenderer find any discrepancy or omission from the drawings or any of the Tender Form or has any doubt as to their meaning they should at once notify to the Dy. Chief Signal & Telecomm Engineer (Construction), North Eastern Railway, Lucknow who may sent a written instruction to all tenderer/s. It shall be understood that every endeavor has been made to avoid any error which can materially effect 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 shall make no subsequent claim on account thereof.
- (b) Tender containing erasures and alternations 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 Prescribed amount of earnest money as earnest money deposited in cash with the Chief Cashier, North Eastern Railway, Gorakhpur or as Deposit Receipt, Pay Order, Demand Drafts of the State Bank of India, or any of the Nationalized Bank or any Scheduled Bank in favour of Financial Adviser and Chief Accounts Officer/Construction/N. E. Railway, Gorakhpur.
6. Tender un-accompanied with the Earnest Money will be summarily rejected. Tenderer (s) should also note that if the tenderer/ tenderer(s) deliberately gives/give wrong information in his/their tender or creates/ create circumstances for the acceptance of his/ their tender, the Railway reserves the right to reject such tender at any stage without assigning reason.
7. If a tenderer(s) 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 submission of their tender or acceptance of their tender the Railway shall deem such tender as cancelled unless the firm retains its character.
8. The earnest money will be refunded to the unsuccessful tenderer/ tenderer(s) within a reasonable time but the railway shall not be responsible for any loss or depreciation that may happen to the security for due performance to keep the offer open, or to the earnest money, while in their possession nor be liable to pay interest thereon. The earnest money deposit of the successful tenderer/ tender(s) will be retained towards to security deposit for the due and faithful fulfillment of the contract, but shall be forfeited without prejudice to any other rights or remedies, if the, contractor/contractors fail to execute the agreement bond or to start the work within the periods stipulated in clause -2 of Tender Form (First sheet).
9. The tenderer(s) shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. If the tender is submitted on behalf of

Signature of tenderer(s)

Dated:

partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by the individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the tender(s), or by changes in the composition of the firm make 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 chargeable to the contractor.

10. Non- compliance with any of the conditions set forth herein or above is liable to result in the tender being rejected.
11. The authority for the acceptance of the tender will rest with the North Eastern Railway Administration viz. Dy.CSTE/Con/Izatnagar on behalf of the President of India 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. a) The tender must be enclosed in sealed cover super -scribed work contract for **“Hiring of 2 Nos. Diesel driven Road Vehicle i.e. Tata Sumo/Tavera or equivalent vehicle for inspection work in IZN division by officials of Dy.CSTE/Con/Izatnagar during Mega Block of Bareilly-Badaun-Kasganj and must be sent by Registered post to the address of Chief Signal & Telecom Engineer / Con/ N. E. Railway, Gorakhpur so as to reach his office not later than 14.30 hours on prescribed date or deposited before the above time and date in the special box allotted for the purpose in the office of Office of the Chief Administrative Officer/Con/ N.E.Railway/Gorakhpur-273012 or Dy. Chief Signal & Telecommunication Engineer/Construction/ N.E.Railway /Lucknow-226001 or Dy. Chief Signal & Telecommunication Engineer/ Construction/ N.E.Railway/ Varanasi-221002 or sent by Registered Post / Speed Post to the Chief Signal & Telecommunication Engineer /Construction / N. E. Railway/ Gorakhpur-273012 . This will be opened on same date at 15.00 hours and rates read out in presence of such tender(s) who choose to be present.**
- (b) All documents to be submitted in connection with this contract will be in English and in ink.
- (c) All prices should be expressed both in figures and words. If there is variation between the rates quoted in figures and words, the rates quoted in "Words" shall be taken as correct. If more than one or improper rate is tendered for the same item, the tender is liable to be rejected.
- (d) After submission of the proper tender documents in the tender box by the tender(s), subsequent modified offers on slip/letter dropped in the tender box will not be considered valid.

Signature of tenderer(s)

Dated:

13. The tenderer(s) whose tender is accepted shall be required to present himself or his duly authorized representative in person at the office of the Dy. Chief S&T Engineer/Con/, North Eastern Railway, Lucknow :-

- (i) To execute the contract agreements within 7 days after receipt of notice issued by the Railway that such documents are ready and
- (ii) To commence work within 10 days or as instructed by competent authority after receipt of orders to that effect. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the earnest money accompanying the tender shall be forfeited by the Railway without prejudice to any other right or remedies for such defaults.
- (iii) The successful tenderer(s) will have to submit Non- judicial Stamp Paper of requisite amount at the time of executing agreement at his own cost .
- (iv) Stamp paper must be purchased from treasury office only and it will be the responsibility of the tenderer to ensure genuineness of the same.

14 In the event any tenderer(s) whose tender is accepted, refuse to execute the contract documents as herein before provided, the railway may determine that such tenderer has abandoned the contract and there upon the railway administration will be entitle to terminate the contract by giving 10 days notice to the contractor and forfeit the earnest money without prejudice to its right to get the work done by other agency and realize the loss sustained by it from the contractor.

15(a) Should a tenderer be a retired Signal & Telecommunication Engineer of the Gazetted rank or any other Gazetted Officer working before his retirement administrative capacity or whether holding a pensionable post or not in the Signal & Telecommunication 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 Signal & Telecommunication Engineer or a Retired Gazetted officer as aforesaid or should a tender being an incorporated company have any such retired Signal& Telecommunication or retired officers as one of its Directors or should a tenderer have in his employment any retired Signal & Telecommunication Engineer or retired Gazetted Officer as aforesaid the full information as to the date of retirement of such Signal & Telecommunication Engineer or Gazetted officer who has not retired from Government service at least two years prior to the date of the submission of the tender as to whether permission for taking such contract or if the contractor be a partnership firm or an incorporated company be come a partner or Director as the case may be or to take employment under the contractor has been obtained by the tenderer or the Signal & Telecommunication Engineer or the officer as the case may be from the President of India or any officer duly authorized by him in his behalf shall be clearly stated in writing at the time submitting the tender.

Signature of tenderer(s)

Dated:

Tender No. S&T/ CON/20 of 2013

b) Tenders without the information above referred or a statement to the effect that no such retired Signal & Telecommunication Engineer or retired Gazetted officer is so associated with the tenderer, as the case may be, shall be rejected.

16. Should the tenderer have a relative or relatives, or in the case of a firm or company have one or more of its share holders or a relative or relatives or the share holders employed in any Gazetted capacity in the Signal & Telecommunication Department of North Eastern Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provisions in clause (61) of the General conditions of contract.

17. **The tender documents are not transferable.**

Signature of tenderer(s)
Dated:

SPECIAL CONDITIONS OF TENDER AND CONTRACT

1. The regulation for tenders and contracts and General condition of contract (G.C.C. 1999) issued by the North Eastern Railway up to date with correction slips and special condition of contract and Indian Railways Signal Engineering / Telecommunication Manual shall apply along with the following additions/ Modifications.
 - 1.1 The definitions "Chief S&T Engineer/ Engineer (Construction) and Engineer's representative" shall include respectively Chief Signal & Telecomm. Engineer/Constn., Deputy Chief S&T Engineer/Construction, Distt. Signal & Telecomm. Engineer/Constn., Asstt Signal & Telecomm Engineer/Constn and JE/SE/SSE/Sig./ Con/N. E. Railway.
 - 1.2 "**Specifications**" shall mean the specifications for the work, issued under the authority of the Chief Signal & Telecommunication Engineer/Con, N. E. Railway, Gorakhpur.
- 2.0 **CONTRACT LABOUR ACT :**
 - 2.1 The Contractor shall observe and perform all the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Central Rule, 1971 or any statutory modifications for re-enactment thereof for the time being in force and any rules and regulations made there under in respect of persons directly or through petty contractors or sub-contractors employed by him under this contract and shall indemnify the railway from and against any claims under the Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules, 1971 or any further rules and regulations framed there under by or on behalf of the any person directly or through Petty contractors or sub-contractors employed by him or otherwise.
 - 2.2 The Contractor shall obtain licenses from the Licensing Officer specified in the Act, paying necessary license fee as per section 12 of the Act, 1970 and rule 26 of the Labour 26 of the Central Rules, 1971. In every, in which, by virtue of section 20 (2) and 21(4) of the Contract Labour (Regulation & Abolition) Act,1970, the Railway is obliged to provide amenities or pay, wages to labour employed by the Contractor in executing the work, the Railway will recover from the contractor the expenditure so incurred by the Railway for the wages so paid and without prejudice to the rights of the railway under section 20 (2) and 21 (4) of the said Act, the Railway shall be at liberty to recover such amount or part thereof by deducting it from the security deposit or from any sum due by the Railway to the contractor, whether under this or any other contracts.
 - 2.3 The attention of the contractor(s) is/are drawn to the Contract Labour (Regulation & Abolition) Act,1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971 and clause 55-A of the North Eastern Railway Engineering department Regulation for Tenders & Contract, General Condition of Contract, 1999 edition. Successful tenderer(s) shall comply with the provisions of the said Acts and Rules, the Divisional/Executive Engineer, being the principal employer under the said act and rules.

Signature of tenderer(s)

Dated:

2.4 Provided that if any dispute arises as to the expenditure incurred by the Railway in the provisions of the said amenities, the decision of the Engineer thereon shall be final and binding.

3.1 Consignee:

The consignee for the material will be **SSE/ signal/ Con/Stores, Bareilly City, Izatnagar.**

4. Security Deposit

4.1 The Earnest Money deposited by the successful tenderer with his tender will be retained by the Railway as part of security deposit for the due and faithful fulfillment of the contract by the contractor. The full security deposit for the work will be calculated as provision of GCC applicable as with up to date corrections if any. The balance amount over and above amount of earnest money may be deposited by the contractor in cash with the Chief Cashier, North Eastern Railway, Gorakhpur or may be recovered from the contractor's "on account" bills at the rate of 10% of the bill amount till the such time amount recovered plus amount of earnest money already adjusted becomes equal to the full requisite security deposit of 5% of the contract value.

4.2 Security Deposit will be recovered only from the running bills of the contracts and no other mode of collecting security deposit such as Security Deposit in the form of instruments like Bank Guarantee, Fixed Deposit etc. shall be accepted towards security deposit.

4.3 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the contractor under the contract.

4.4 The railway shall be entitle to deduct from the said deposit any loss or damages which the Railway may be put to by reasons of any act of default on the part of the contractor and may call upon the contractor to replenish and maintain a deposit as its original limit by making further deposits. In the even of the contractor failing to make the deposit within time and the manner aforesaid, the railway shall be entitled to cancel the contract and forfeit the security amount deposited by the contractor.

4.5 The security deposit referred to above shall be forfeited to the Railway in the event of any breach on the part of the contractor of the terms and conditions of this contract without prejudice to the Railways right to rescind the contract and other rights and remedies warranted by law.

4.6 The security deposit shall be repaid on the expiry of the warranty period on receipt of the certificate from the Engineer concerned to the effect that work has been satisfactorily completed in all respects within the stipulated period mentioned therein and no defects have been noticed.

Signature of tenderer(s)

Dated:

5.0 PERFORMANCE GUARANTEE BOND :

Revised Clause 16(4) to Indian Railways General Conditions of Contract

(Ref: Item-1 to Railway Board's letter no.2007/CE.I/CT/18 Pt. XII dated 31.12.2010)

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

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30(thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
 - (i) A deposit of Cash;
Irrevocable Bank Guarantee.
 - (ii) Government Securities including State Loan Bonds at 5% below the market value.
 - (iii) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (iv) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - (v) A Deposit in the Post Office Saving Bank;
 - (vi) A Deposit in the National Savings Certificates;
 - (vii) Twelve years National Defence Certificates;
 - (viii) Ten Years National Defence Certificates
 - (ix) National Defence Bonds and
 - (x) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

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

NOTE:-The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended the contractor shall get the validity of P.G. extended to cover such extended time for completion of plus 60 days.
- (d) The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increase by more than 25% of the original contract value, an

Signature of tenderer(s)

Dated:

additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.”

- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on ‘Completion Certificate’ issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on ‘No Claim Certificate’ from the contractor.
- (f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/Partnership firm.
- (g) The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of :
- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- (iii) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

Latest rules with respect to performance guarantee framed by Railway from time to time shall be applicable.

Note:- Bank Guarantee (B.G.) to be submitted by suppliers/contractors should be sent directly to the concerned authorities by issuing bank under Registered Post A/D.

Signature of tenderer(s)

Dated:

6. Inspection of sites before Tendering etc.:

The tenderer(s) shall inspect the proposed site of work and acquaint himself/themselves with the site condition, working hours, lay of land, stacking space for materials, approach road, path available etc. No claim shall be entertained from the contractor/s for making his/their own arrangements for approaches/approach from outside Railway line.

7. Arbitration:

- a) In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (excepting as to any matter the decision of which is specially provided for these or the special conditions) the same shall be referred to the sole arbitration of a person appointed to be the arbitrator by the General Manager. If, however, the Arbitrator is a Railway servant, he will not be one those who had an opportunity to deal with matter to which the contract relates or who in the course of their duties as Railway servants have expressed view on all or any of the matters under dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.
- b) In the event of any arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the court for any reason it shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- c) It is further a terms of this contract that no person other than person appointed by the Authority as aforesaid should act as arbitrator and that if for any reason that is not possible, matter is not to be referred to arbitration at all.
- d) The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.
- e) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the arbitration.
- f) Subject as aforesaid, the Arbitrator Act, 1940 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceed under this clause.
- g) Work under the contract shall if reasonable, possible continue during the arbitration proceeding and no payment due to be payable to the contractor, shall be withheld on account of such proceedings.
- h) The venue of arbitration shall be the place from which the acceptance note is issued or such other place as the arbitrator at his discretion may determine.

Signature of tenderer(s)

Dated:

- i) In this clause the authority to appoint the arbitrator include if there be no such authority the officer who is for the time being discharging the functions of that authority whether in addition to other function or otherwise.
- j) It is a terms of this contract that no person other than a Railway Gazetted officer appointed by the General Manager as aforesaid should act as an arbitrator/ umpire and if for any reason that is not possible the matter is not to be referred for arbitration at all.

8. Determination of contract :

Without Prejudice to the foregoing it is reiterated that the Railway shall have the right to determine the contract in terms of clause 60 and 61 of General conditions of contract of N. E. Railway in addition to exercising all the rights reserve to it there under.

9. Rights of Railway to deal with tenders:

- i) The authority for the acceptance of the tender will rest with the Railway which does not bind itself to accept the lowest or any other tender nor does the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders.
 - ii) The Railway Administration reserves the right to split up the work without reference to the tender(s) and may accept the tender in respect of any such portion of the work.
10. In case of any conflict between the General Conditions of Contract (1999) of N. E. Railway and the above conditions the former shall prevail.

11. Execution of work:

- i) All works must be carried out strictly in accordance with the approved plans, standard drawings and specifications and should conform to the provisions of Signal Engineering Manual and Schedule of dimensions where such are applicable. Deviation, if any, must have the prior approval of the CSTE/Con, N. E. Railway, Gorakhpur.
- ii) Clearances prescribed under the schedule of dimension to ensure safety shall be complied at all the times during execution of work to avoid hazards to moving trains.
- iii) At the discretion of the Engineer, the priorities of the works at the various locations may be altered by giving two days notice to the contractor.
- iv) The contractor shall have such materials inspected by authorized representative of Engineer-in-charge before commencing their installation. He will also produce necessary inspection certificate to prove that the materials have already been passed by RDSO/ RITES where required. He will then make his arrangements for carrying the materials to the works spot at his own cost. The contractor shall be responsible for checking before taking delivery that all the materials given to

Signature of tenderer(s)

Dated:

responsible for checking before taking delivery that all the materials given to him are in good condition.

- v) The materials issued by the Railway shall be used solely and economically for the purpose of the works covered under this contract only. The materials shall be used in such quantities and manner as are indicated in the schedule or in the relevant specifications or drawings or as approved by the Engineer whose decision thereon shall be final. Wastage or damage to such materials in any manner shall not be caused by the contractor.
- vi) The contractor shall be liable to render full account for the materials issued by the Railway. If any quantity of the Railway materials is consumed in excess or wasted or damaged or lost or otherwise not satisfactorily accounted for, recovery shall be made from the contractor at twice the market rate of the materials prevailing at the time of last issue of the material.
- vii) If at any time, any material or tool which the contractor would normally have to arrange for himself for execution of the work is supplied by the Railway either at the contractor's request or sub motto in order to prevent possible delay in the execution of the work due to contractor's inability to make adequate arrangements for the supply thereof or otherwise, such materials or tools will be made available to the contractor in the Railway's stores. All handling thereof will be the contractor's responsibility. Recovery of the cost of such supply will be made from the contractor's bill as per extent rules of the Railway.
- viii) If the material is however not available in Railway stock or the Railway decides not to supply the same, whatever be the reason, the Railway shall not be bound to arrange for the supply nor will this fact be accepted as an excuse for delay in the execution of the work.
- ix) The variation of quantity of work up to 25% shall in no degree affect the validity of the contract and shall be performed by the contractor as provided therein and be subject to the same conditions, stipulations and obligations originally included and approved for in specifications and drawings and the amount to be paid thereof shall be calculated in accordance with the accepted rates of the schedule.
- x) In the event of any reduction in the quantity of work to be executed for any reason whatsoever the contractor shall not be entitled to any compensation but shall be paid only for the actual amount of work done in accordance with the accepted rate of the schedule.
- xi) The contractor is bound to notify the Engineer at least seven days before the necessity for the execution of any item in excess of 25% of the quantity provided in the agreement.
- xii) In case the contractor fails to attend the meeting after being notified to do so or in the event of no agreement being arrived at the Railway shall be entitled to execute the extra work by other means and the contractor shall have no claim for loss or damage that may result from such procedure.

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- xiii) The contractor has to return any cut pieces of wire, cables, rails etc. that may be left out and any surplus materials from the work and other packing materials that might have been handed over to him. They shall be taken over by the Railway's representative.
- xiv) The contractor shall take proper written acknowledgement from the Engineer's representative for all the materials returned by him.
- xv) All tools that are required by the contractor for the purpose of transportation of materials, digging, concreting, welding etc. shall be brought by the contractor himself. This shall include spare parts, fuel, and consumable stores. The rates quoted by the contractor shall be deemed to be inclusive of all charges for such items and inclusive of labour required to ensure efficient and methodical execution of work.
- xvi) Till the installation is completed and handed over in all respects to the Railway Engineer and operating department for safe trains working, the contractor shall be responsible for the equipment installed. However, no installation should be commissioned without the same being taken over by the Railway staff after proper testing of the equipment. For this purpose, the Railway Engineer will immediately after commissioning of the equipment give in writing a list of deficiencies to be put right to the contractor. Where disconnection of points, circuits is involved to put right the deficiencies, such work shall be done by the contractor only under the supervision of the Railway supervisory staff.

12 Variation in quantity:

New Clause 42(4) to Indian Railways General Conditions of Contract.

(Ref: Item-9 to Railway Board's letter No. 2007/CE-I/CT/18, dated 28.09.2007 and Item-2 to letter no.2007/CE.I/CT/18 Pt. XII, dated 31.12.2010)

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts :

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions :
 - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade.
 - (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

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- (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
 - (c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO/FA&CAO(C) and approval of General Manager.
 3. In case where decrease is involved during execution of contract:
 - (a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - (c) It should be certified that the work proposed to be reduced will not be required in the same work.
 4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
 5. No such quantity variation limit shall apply for foundation items.
 6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the, limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
 7. For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
 8. For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.
 9. For tenders accepted by Board Members and Railway Ministers, variations upto 110% of the original agreement value may be accepted by General Manager.
 10. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.
- 13 **Condition regarding use of contractor's vehicles and equipments:**
The vehicles and equipments available with the contractor can be draft by the Railway Administration in case of **Accidents/ Natural calamities** involving human lives. For the payment purposes, this item may be operated treating as a **Non- Schedule (N.S.)**.
- 14 **CONDITION AND RATES FOR USE OF RAILWAY LAND AS ACCOMODATION DURING CONTRACT PERIOD:**
The rate for use of railway accommodation during contract period will be applicable in accordance with prevailing rules framed by railway from time to time.

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SPECIAL TERMS AND CONDITIONS OF CONTRACT FOR HIRING OF VEHICLE

Name of work:- **Hiring of 2 Nos. Diesel driven Road Vehicle i.e. Tata Sumo/Tavera or equivalent vehicle for inspection work in IZN division by officials of Dy.CSTE/Con/Izatnagar during Mega Block of Bareilly-Badaun-Kasganj.**

Special Condition

1. The whole of the work shall be executed in conformity with the General Condition of Contract 1999 corrected up to date ,in conjunction with special condition mentioned below and in the event of any conflict or contradiction between the provision of special condition and General Condition of Contract 1999 and N.E. Railway standard specification, the special condition given here under shall prevail the decision of the officer in charge in this connection will be final and binding on the contractor .
2. The contractor should provide the vehicle which is not more than 3 year old.
3. The inner & outer condition of the vehicles shall be **good & clean** up to the satisfaction of the users . The seats shall be covered with suitable towel/ seat covers (**similar**) which should be changed at least every week.
4. The contractor shall supply a vehicle bearing the commercial registration number with necessary papers (**valid registration and valid insurance**) and other document .
5. Logging of vehicle kilometres shall commence from the first reporting point No mileage will be claimed for drivers breakfast lunch etc for withdrawal of fuel etc .
6. If the vehicle goes out of order or under break down for whatsoever reason ,the contractor shall provide an alternative arrangement within one hour .In event of failure to provide alternative arrangement, a penalty up to 1000.00 per day shall be imposed in addition to the deduction of proportionate rental charge of the vehicle from the bill of the firm.
7. For any unsatisfactory performance ,a lump sum penalty up to Rs.500.00 (**Rs.Five hundred only**) per day shall be imposed on the firm .
8. Incase of any accident or mishap resulting in loss or damage to property or life ,the sole responsibility for any legal or financial implication shall rest with contractor.
9. In case material unauthorized or illegal or banned by any law for the time being in force is found in the vehicle ,the responsibility shall solely rest with the contractor for the same .
10. Incase of any complaint lodge by the user (**RLY**), or in the event on any disagreement between the contractor and the Railway, the decision of the user Railway administration shall be final & binding on the firm .

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11. **Driver of vehicle** should be courteous, polite and possess the valid driving license, have clean background & clean police record .Railway will not be liable to provide no accommodation to drivers or garage facility for vehicles .
12. Drivers shall not ,at any point of time , be under the influence of any intoxicant . He shall not behave in any way which tarnish the image of the Indian Railway , its user and Govt. of India in General. Non adherence to this instruction on part of contractor will lead to a lump sum penalty of Rs. 500.00 per event with rustication of that driver also .
13. Driver should be provided with proper uniform /dress preferably white ,and shall also bear the name badge. All this has to be provided by contractor. .
14. Payment towards drivers lubricant, repair and maintenance, taxes (leviable by state /Central Govt) insurance, toll tax (if payable) /parking charges etc shall be borne by the contractor. Vehicle should be insured as per extant rules and satatutory obligation .
15. Payment shall be made on the basis of logbook maintained by the driver, duly certified by the vehicle users .Bill passing authority will be **DY.C.S.T.E./Con/Izatnagar** whereas bill paying authority will be **FACAO/Con/N.E Railway/Gorakhpur** payment shall be made through account payee cheques only .
16. No price variation is payable on account of change of rate of fuel, labour or any other component .
17. The performance of the contractor shall be watched and the contract may be terminated any time for poor performance by giving seven days and 48 hours notices as per **G.C.C.**
18. The contract shall be valid for a period of one year (01) from date of commencement of actual services. The Railway, however reserves the right to extend it further as per extent rules as demand fit by the competent authority.
19. The Railway administration reserves the right without assigning any whatsoever to reduce /alter the quantum of work
20. The Railway administration reserves the right to terminate the contract at any time before expiry of the contract period in the event of any change in policy of Railway regarding hiring of vehicle by giving one month notice. The contractor shall not be entitled for any compensation on his account .
21. The contractor shall be responsible to supervise the work at all time and need to maintain liaison with Railway representative for this work .
22. The rate quoted by the contractor (s) shall be inclusive of all taxes / charges leviable by Union of India , State Govt. ,Civil authority .
23. It will be the responsibility of the contractor to ensure that the staff deputed by

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them is will acquainted with the Railway area and safety precaution to be taken in the area . Road map of the area should be available with the drivers of the vehicles .

24. The contractor in addition to the indemnity provided by law shall indemnify the Railway administration against all liability whatsoever to pay compensation under workmen compensation act 1973 as amended from time to time in respect of any accident /injury /casualty to any labour/staff employed by him under this contractor compensation in respect of any claim arising out of or in the course of employment with this contract .The Railway administration shall not be liable for any compensation what so even under this contract.
25. As far as possible contractors should provide a fixed driver .The performance of driver and the vehicle should be up to the satisfaction of the user . Driver of vehicle should be provided with cell phone for better connectivity.
26. The driver of a vehicle cannot deny going to any place as directed by the user once he has reported on duty .
27. The hired vehicle provided by the transporter will display as painted board with hold and legible writing **ON GOVERNMENT DUTY** while working against the contract.
28. All the taxes including income tax, legally leviable shall be payable by the contractor and deducted at source from the contractor bill .
29. Arbitration clause –in the event of any disputes or differences between the parties arising under this contract or in connection with this contract, the same shall be referred to the sole arbitration of General Manager of N.E. Railway, Gorakhpur or any Gazetted Railway officer nominated by him. the provision mentioned in clause 63 and 64 of G.C.C 1999 shall be applicable to this arbitration clause, subject to provision contained in the arbitration and conciliation Act 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause .
30. Stamp fee as prescribed under various provisions under Indian stamp Act shall be borne by the contractor Ensuring the genuineness of stamp paper /stamp should be the preferably purchased only from state treasury .
31. The vehicles and equipment of the contractor can be drafted by Railway administration in case accident /natural calamities involving human lives.
32. **Details of performance and credential :**
 - a) Tenderer/s have to submit the supporting documents to show the performance of similar works done by them in the railway or other govt. organizations in past. Details of payments received should also be mentioned along with documentary evidence. Tenderer/s who have not carried out any work so far on this railway and who are not borne on the approved list of contractors of this railway are required to submit

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particulars regarding their financial position commensurate with the amount of this contract supported by the bank reference and credentials. IN this context, they must also submit following certificates and testimonials regarding their contracting experience and experience for the type of job for stability along with their tender.

- b) The Dy. Chief Signal & Telecomm. Engineer/ Construction/ North Eastern Railway, Izatnagar reserves the right to reject the tender which is not accompanied by the above mentioned certificates and testimonials to his entire satisfaction.

33. **Measurement of work** :

The measurement of quantities for the purpose of payment to the contractor shall be undertaken item-wise jointly by the representative of the Railway and the contractor in course of and on completion of works included in schedule (**Annexure -1**) attached hereto.

34. **Mode of payment:**

- (i) Half yearly payment be made for execution of each activity to the contractor on well completion duly verified by the Railway representative.

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Schedule of work

Annexure -1

Tender No. S&T/ CON/20 of 2013

Name of work : Hiring of 2 Nos. Diesel driven Road Vehicle i.e. Tata Sumo/Tavera or equivalent vehicle for inspection work in IZN division by officials of Dy.CSTE/Con/Izatnagar during Mega Block of Bareilly-Badaun-Kasganj

Approximate Cost : Rs. 3,97,250.00

| S/No. | Description | Unit | Qty | Rate (in Rs.) | |
|-------|---|-----------|------------------------|---------------|----------|
| | | | | In Figure | In words |
| 1 | Hiring charges for Tata Safari / Bolero / Tavera or equivalent vehicle for 2000 KM per month including all expenses of drivers ,fuel ,road tax, insurance , registration charges & other expenses etc .The vehicle to be available for 25 days in a month for 12 hours per day for inspection work by DY. CSTE/ CON/ Lucknow. | No. | 2 vehicle for 6 months | | |
| 2 | Additional charges per Km for running of above vehicle | Per Km | 7000 | | |
| 3 | Additional charges per hour per vehicle (if used more than 12 hours in a day) | Per hour | 200 | | |
| 4 | Extra charges for night between 22.00 hours to next day 6.00 hrs | Per night | 50 | | |

NOTE:

1. The rates are inclusive of all taxes viz. Sales tax, Excise duty, UP/Bihar Sales tax on the value of the contract and any other local taxes, license fees, royalty charges, VAT etc. legally leviable.
2. Deduction of income tax: The railway shall deduct 2.24% as income tax and surcharge, if any, on the gross amount of each bill while making payment to the contractor. The settlement of income tax shall be made by the contractor within the income tax authorities.
3. Quarterly / Monthly payment shall be made for execution of each activity to the contractor on well completion duly verified by the Railway representative.
4. Besides above conditions, all other conditions envisaged in the tender document will apply.

Signature of tenderer(s)

Dated: