

INSTRUCTIONS TO TENDERERS REGARDING TENDER FORMS DOWNLOADED FROM INTERNET

1. Tender file is to be down loaded from the internet and printout is to be taken on A4 size paper and details are to be entered by the tenderer at the various locations in the document. It is advisable that the down loaded tender document to be printed through high quality printers only. Submission of Xerox or photocopy of tender document is prohibited.
2. This tender document (in full) downloaded along with the various documents required to be submitted as per the tender conditions in a sealed cover duly subscribing with the name of the work, tender notice no. and date, submission of tender downloaded from the internet etc and the same should be dropped in the tender box kept in the chamber of **Senior Electrical Engineer / C at North West Corner of First floor of main administrative building / Shell / ICF** before the date and time stipulated in the tender document.
3. The cost of tender document as indicated in the tender document will have to be deposited by the tenderer in the form of bank draft payable in favour of **FINANCIAL ADVISOR AND CHIEF ACCOUNTS OFFICER/ INTEGRAL COACH FACTORY** along with the tender document. This should be enclosed as a separate Demand Draft. A single demand draft for the cost of tender form and Earnest Money Deposit will not be accepted. Tender not accompanied with the demand draft towards the cost of the tender document will be summarily rejected.
4. The earnest money deposit required for this work as stipulated in the tender document also to be submitted separately.
5. Tenders are advised to download tender documents well in advance and submit the tender before the stipulated time. **It is the responsibility of the Tender to check any correction or any modifications published subsequently in Web site and the same shall be taken into account while submitting the tender. Tenderer shall down load corrigendum (if any), print out, sign and attach it with the main tender document. Tender document not accompanied by published corrigendum/s is liable to be rejected.** The Railway will not be responsible for any postal delays/ delay in downloading of tender document from the internet.
6. The tenderer may please note that the rate for items should be written in figures and in words by black or blue ball point pen only. Each page of tender document should be signed by the tenderer.
7. Tenderer/s are free to download tender document at their own risk and cost, for the purpose of perusal as well as for using the same as tender document for submitting the offer. Master copy of the tender document is available in the **Office of CHIEF ELECTRICAL ENGINEER**. After award of work agreement will be prepared based on the master copy of tender document available in the above mentioned office. In case, any discrepancy between the tender document downloaded from the internet and the master copy, latter shall prevail and will be binding on the tenderer/s. No claim on this account will be entertained.

8. If any change/ addition/ deletion is made by the Tenderer/ Contractor and the same is detected at any stage even after the award of the tender, full earnest money deposit will be forfeited and the contract will be terminated at his/ their risk and cost. The tenderer is also liable to be banned from doing business with Railways and/ or prosecuted.
9. The following declaration should be given by the tenderer while submitting the tender:

Declaration

- (a) I/ We have downloaded the tender form from the internet site www.icf.indianrailways.gov.in And I/ We have not tampered/ modified the tender forms in any manner. In case, if the same is found to be tampered/ modified I/ We understand that my/ our tender will be summarily 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.
- (b) I/ We submitting a demand draft no. _____ dated _____ issued by _____ for Rs. _____
_____ towards the cost of tender form.

Signature of Tenderer:

Date:

Address:

INTEGRAL COACH FACTORY, CHENNAI – 600 038

INDIAN RAILWAYS

TENDER Notice No. ICF/EL/Cons/2013-14 dt. 22/07/2013

For and on behalf of The President of India, The Dy. Chief Electrical Engineer / Construction / Shell, Integral Coach Factory, invites sealed Tender for the following work.

Tender No.	Name of the Work	Approx. Value in Lakhs Rs.	EMD (Rupees)	Last date of Issue/ Receipt/ Date of Opening of Tender form	Tender Document Cost (Rupees)
(1)	(2)	(3)	(4)	(5)	(6)
EL/W/658	“Provision of Concealed Cabling for Pedestal Air – Circulators in Shop Floor – Shell Div.”	4.07	8,150/-	21.08.2013	1,000/-

Place of Purchase of Tender Documents : “Office of the SEE/Construction, First Floor, Admin Office/ Shell/ ICF”

Timings : From Monday to Friday (Between 10.00 to 12.00 hrs.)

Web site for downloading: www.icf.indianrailways.gov.in
the tender document (DD towards the cost of the tender form drawn infavour of FA&CAO/ICF, shall be submitted along with Tender Document.)

By post : Rs.500/- extra on cost of tender document. (Last date of issue of Tender form will be 7 days prior to the last date of issue of tender form in col.5 above. Railway shall not be responsible for any postal delays.)

Closing of Sales of Tender Documents: 11.00 hrs. on the date specified in col.5.

Receipt of Tender Document : Up to 15.15 hrs on the date specified in (col.5)

Opening of Tender : 15.30 hrs on the same date specified in (Col.5)

If the date of tender opening is declared as a holiday, tender will be opened at the same time on the next full working day.

INTEGRAL COACH FACTORY, CHENNAI – 600 038

ELECTRICAL DEPARTMENT



TENDER DOCUMENT

TENDER NO: EL/ W/ 658

DESCRIPTION OF THE WORK

“Provision of Concealed Cabling for Pedestal Air – Circulators in Shop Floor – Shell Div.”

2013 - 2014

ANNEXURE	DESCRIPTION
I	Scope of Supply and Work
II	Eligibility criteria & Tenderers credentials
III	Commercial Terms and Conditions
IV	Special Condition of Contract
V	Safety Norms & EMS Requirements
VI	Schedule of Rates and Works
VII	Regulations For Tenders And Contracts And Conditions Of Tender

CHECK LIST FOR THE TENDERER

1.	EMD DD No. Dated. For Rs. Drawn on	Document Charge (Applicable only if Document Downloaded) DD No. Dated. For Rs. Drawn on
2.	Value of the Offer Rs.	
3.	TIN Number	
4.	PAN Number	
5	Electrical Contractor License enclosed. (Ref. Cl. 29 of Annexure - IV of Tender Document)	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	List of Personnel enclosed	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	List of Plant & Machinery enclosed	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	List of completed works in the format given in Cl 3 of para II of Annexure - II of Tender Document enclosed	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	List of Works on hand in the format given in Cl 4 of para II of Annexure II of Tender Document enclosed	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	Attested copy of Completion certificate for similar work as called for in Cl 1. of para I of Annexure II of Tender document enclosed	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
11	Attested Copies of Balance Sheet for current financial year and three previous financial years enclosed	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
12.	Tender schedule signed	<input type="checkbox"/> Yes <input type="checkbox"/> No
ICF Terms Agreed		
13.	Validity of the offer (90 day)	<input type="checkbox"/> Yes <input type="checkbox"/> No
14.	Payment Terms	<input type="checkbox"/> Yes <input type="checkbox"/> No
15.	Guarantee Clause	<input type="checkbox"/> Yes <input type="checkbox"/> No
16.	Completion Time	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	Technical specifications	<input type="checkbox"/> Yes <input type="checkbox"/> No
Note: <u>Deviation</u>, if any, may be furnished in a separate sheet in the following format:		
	Annexure No.	Clause No.
		Detail

ANNEXURE - I

SCOPE OF WORK

Note:

- i. Tenderer shall furnish clause wise comments on the technical requirements specified, hereunder. Deviations, if any shall be brought out very clearly duly furnishing the techno economical merits, thereof.
- ii. Tenderer shall offer components and sub assemblies of specified makes only, wherever specifically called for. (However, alternative make(s) may be considered, for which complete technical details for the same duly indicating the techno economical merits and demerits, as compared to the make specified shall be furnished in the offer).
- iii. Technical details, wherever called for shall be furnished.
- iv. The successful tenderer shall purchase branded items from original manufacturer or authorized dealer only and the proof of purchase shall be produced along with the supply.
- v. Certain items which is under scope of supply of the successful tenderer requires drawing approval/ Inspection at firm. The successful tenderer shall obtain the list of such items signed by AEE/M immediately after receipt of LOA. The contractor shall commence supply of items only after collecting the list.
- vi. **All electrical installations , equipments and erection practices shall comply with latest Indian Electricity Rules.**

- I.** Technical Specification for the work of “**Provision of Concealed Cabling for Pedestal Air – Circulators in Shop Floor – Shell Div.**” as called in the schedule.

SCOPE:-This specification covers all the requirements for the work of “**Provision of concealed cabling for pedestal Air circulators in Shop floor at Shell Division.**”

1.0 Contractor’s Scope of work

- 1.1 Installation of MS Stand by grouting bolts & nuts of size 16mm x 180mm Supply of MS Stand by ICF free of cost. However, the grouting bolts & nuts required are in the scope of the contractor.
- 1.2 Installation of metallic socket assembly box on the MS Stand and junction box on the stanchion by welding.
- 1.3 Concrete cutting (size 5” X 5”) with diamond cutter, dismantling and breaking of concrete on floor, removal of debris from worksite and to be dumped at the location as directed by SSE/45/Electrical.
- 1.4 Laying of 25 mm/dia G1/MS pipe inside the trench including end fittings.
- 1.5 Laying of 4 core, 2.5 sq.mm flexible copper cable between the junction box on the stanchion and the metallic socket assembly on the pedestal through the MS/G1 pipe in the trenches including termination. Supply of metallic plug is in the scope of ICF. Necessary sleeves, crimping sockets are in the scope of the contractor.
- 1.6 Refilling of trench with cement concrete and leveling of floor to match the adjacent floor level.
- 1.7 Supply of GI/MS Pipe from ICF at free of cost. Supply of reinforced PVC hose, the end fittings viz, bend, elbow etc, are in the scope of the contractor.

II SPECIAL REQUIREMENT:-

- 2.1. All the tools and tackles including welding & gas plants, gas cylinders & welding electrodes required in connection with this work are in the scope of the contractor.
- 2.2. All required materials Hardware's, sundry items except those mentioned under ICF scope of supply & work shall be in the scope of the contractor.

III. ICF Scope of work:-

- 3.1 The following items will be spared by ICF in connection with the work free of cost.
 1. MS Stand - 100 Nos
 2. 4 core 2.5 sq mm - 1500 mts
 3. 1" G1/MS Pipe - 1100 mts
 4. Metallic box with sockets - 100 Nos
 5. Junction box with MCB - 100 Nos
- 3.2 Electricity required for the execution of this work will be provided in the nearest to the extend possible with SFU at one point by ICF at free of cost.

VI. INSPECTION, TESTING AND COMMISSIONING OF THE INSTALLATIONS AFTER COMPLETION OF THE WORK:

All the installations shall be erected and commissioned to the satisfaction of ICF site engineer. Good engineering practices suggested by ICF site engineer shall be followed by the contractor while carrying out the erection work.

- a. The contractor shall get the work inspected during the execution by AEE/M or his authorized representative at every stage as indicated below:
- b. The contractor shall offer stage inspection for completion of each work and should get clearance for every stage before proceeding to the next stage.
- c. After completion of all wiring and installation the following tests are to be conducted before commissioning.
 - i. The insulation resistance value of the all wiring circuitry cables shall be measured and to be recorded.
 - ii. The earth resistance value of the individual earth pit shall be checked and to be recorded.
 - iii. The earth continuity up to the all Electrical installation shall be checked and to be recorded.
 - iv. Any other checks and tests as instructed by ICF site engineer shall be conducted and to be recorded.

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ANNEXURE - II

ELIGIBILITY CRITERIA & TENDERERS' CREDENTIALS

I. ELIGIBILITY CRITERIA REQUIRED FOR PARTICIPATING IN THE TENDERS COSTING ABOVE RS. 50.0 LAKHS ARE AS FOLLOWS:

Sl. No.	Description of Work & contract No.	Contract Value	Date of contract awarded	Date of completion as per agreement	Date of commencement of work	Actual completion Date	Final value of Contract
1	Should have completed in the last three financial years (i.e.) current year and three previous financial years)	At least one similar single work for a minimum value of 35 % of Advertised Tender Value.					
2	Total contract amount received during the last 3 financial years and in the current financial year.	Should be a minimum of 150 % of advertised tender value. The certificate to be produced by the tenderer(s) to this effect which may be an attested certificate from the employer/ client, audited balance sheets duly certified by the Chartered Accountant, etc.					

They shall submit valid documents duly attested in support of the above eligibility criteria along with the tender. The offers of tenderers who are not passing the prescribed eligibility criteria will be rejected.

II. FOLLOWING DETAILS SHALL BE FURNISHED (IRRESPECTIVE OF THE MONETARY VALUE).

1. List of Personnel, Organisation available on hand and proposed to be engaged for the subject work.
2. List of Plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.
3. List of works completed in the last three financial years giving description of work, organisation for whom executed, approximate 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, etc., should also be given in a in a separate sheet as per the proforma given below.

Sl. No	Description of the Work & contract No.	Contract Awarded by	Contract Value	Date of contract awarded	Date of completion as per agreement	Date of commencement of work	Actual completion Date	Final value of Contract

4. List of works on hand indicating description of work, contract value, a approximate value of balance work yet to be done and date of award as per the proforma given below.

SL.No.	Description of Work & contract no.	Contract Value	Date of contract awarded	Approximate value of Balance work yet to be done

Note:

- i). In case of items 3 and 4 above, supportive documents/ certificates from the Organisations with whom they worked/ are working should be enclosed.
- ii). Certificates from private individuals for whom such works are executed/ being executed shall not be accepted.

ANNEXURE – III

COMMERCIAL TERMS AND CONDITIONS

Note: Although details presented in this Tender document have been compiled with all reasonable care, it is tenderer's responsibility to satisfy themselves that the information/documents are adequate and that there are no conflicts between various documents/stipulations. No dispute or claims will be entertained on this account. Offer proposal preparation is the responsibility of the tenderer and no relief or consideration can be given for errors and omissions.

1.0 INSTRUCTIONS REGARDING QUOTING OF RATES: The tenderer shall quote the rates in the schedule of rates enclosed to this specification. The rates quoted by the tenderer shall be net inclusive of all taxes and duties. Taxes quoted separately shall not be accepted. The completed tender documents shall be returned along with the quotation. Violation of this clause shall lead to rejection of the tender.

1.1. The completed tender document in a sealed cover shall be dropped in the box kept in the chamber of **Senior Electrical Engineer / M at North West Corner of First floor of main administrative building / Shell / ICF.**

1.2. The quantities mentioned in the Schedule of rates are tentative and subject to variation.

1.3. Tenderer shall indicate their TIN No. & PAN No. with proper documental proof.

TIN NO :

PAN NO. :

2.0 EARNEST MONEY DEPOSIT:

- a. The Tenderer shall pay Earnest Money Deposit as per the Column (4) of Tender Notice placed in Page-3 of this tender document, either in the form of a Crossed Demand Draft/ Fixed deposit receipt drawn in favor of Financial Advisor and chief Accounts Officer, Integral Coach Factory (F A & CAO, I.C.F.), or a cash receipt from Asst. Chief Cashier/ICF shall be submitted along with the Quotation. Quotations received without E.M.D. as stipulated above, shall be Liable for rejection and No correspondence shall be entertained in this connection.
- b) Fixed Deposit Receipts/ Pay orders or Demand Drafts from nationalized banks (or) schedule banks submitted by the tenderers should be drawn in favour of FA & CAO, ICF- Ch. 38.
- c) FDR's drawn in the Name of the Tenderer with the endorsement of the concerned bank on the overleaf of the FDR transferring the right of encashment to the Railways will not be accepted.
- d) No interest will be payable upon the Earnest Money and Security deposit or amounts payable to the Contractor under the Contract.

3.0 PERFORMANCE GUARANTEE CERTIFICATE

- a). The successful tenderer 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 tenderer shall submit the performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
 - 1). A deposit of cash;
 - 2). Irrevocable Bank Guarantee;
 - 3). Government securities including State Loan Bonds at 5% below the market value;

- 4). 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 Nationalised banks;
- 5). Guarantee bonds executed or Deposits receipts tendered by all Scheduled Banks;
- 6). A deposit in the Post Office Saving Bank;
- 7). A Deposit in the National Savings Certificates;
- 8). Twelve years National Defence Certificates;
- 9). Ten years Defence Deposits
- 10). National Defence Bonds; and
- 11). Unit Trust Certificates at 5% below market value or at the face value whichever is less.

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

- c). The performance Guarantee shall be submitted by the successful tenderer after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This PG 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 PG extended to cover such extended time for completion of work plus 60 days.
- d). The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increase by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- e). The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent Rly. 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.

4.0. SECURITY DEPOSIT

4.1 The Security Deposit/ Rate of recovery / Mode of recovery shall be as under -

- (a) Security deposit for each work should be 5% of the contract value.
 - (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
 - (c) Security deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc.
- 4.2 Alternatively, the Earnest Money Deposited by the successful contractor shall be retained by the Railway as a part of the Security Deposit and the balance amount if any to make up Security Deposit, shall be recovered by percentage deduction from the Contractor's "On Account Bills".
- 4.3 The security deposit would be returned to the contractor after the satisfactory completion of the work and Maintenance/Guarantee period is completed based on 'No Claim Certificate' issued by the concerned authorities.

5.0 COMPLETION TIME:

The contractor shall complete the entire work in all respects within **SIX MONTHS** from the date of issue of Letter of Acceptance.

Note: *However, early completion of the entire work is mostly preferred. If any unavoidable delays cause in the part of ICF and its associated departments in later stages, extension of completion time will be given subject to the advanced approval obtaining from the competent authority by appropriate written request.*

6.0 COMPLETION REPORT:

On completion of entire work, the contractor shall submit a completion certificate countersigned by the supervisor under whose direct inspection the work has been carried out.

7.0 TERMS OF PAYMENT:

No advance payment will be made against this contract. The Contractor may claim **100 % payment**. On successful completion and commissioning of the entire contract work in all respects.

8.0 PAYMENT OF CONTRACTORS BILLS THROUGH ELECTRONIC FUND TRANSFER (EFT)

- a. The tenderer should submit the consent in a mandate form of **Enclosure-1** for receipt of payment through NEFT and provide the details of bank A/c in line with RBI guidelines for the same. These details will include bank name, branch name & address, A/c type, bank A/c no. and bank and branch code as appearing on MICR cheque issued by bank. Further, the tenderer should also submit certificate from their bank certifying the correctness of all above mentioned information in the mandate form.
- b. In case of non-payment through NEFT or where NEFT facility is not available, payment will be released through cheque through RPAD.
- c. The Tenderer / contractor should indicate their NEFT (Electronic Fund Transfer) contractor code number (allotted, if any) for payment

EFT contractor code no. :

9.0 IMPOSITION OF TOKEN PENALTY FOR DELAY IN THE COMPLETION OF WORK

The clause 17(B) of GCC provides for recovery of liquidated damages from the contractor for delay in completion of work. Under such circumstances, the Competent Authority of Railways would consider levy of token penalty as deemed fit, based on the merits of the case.

10.0 DEDUCTION OF INCOME TAX & SALES TAX AT SOURCE:

Income Tax, Sales Tax and any other Government levies, shall be recovered at source at the rates prevailing at the time of passing the bill. Present rate of **Income Tax** is 2% and SC 10% on Income Tax and CESS 2 % on IT plus SC. **Sales Tax** applicable now is 4%. Necessary certificate will be issued to the Contractor for Deduction of Income Tax at source.

11.0 GUARANTEE:

The materials supplied and the works carried out against this contract shall be guaranteed for **ONE YEAR** from the date of completion of the work. The materials becoming defective during the guarantee period shall be replaced free of cost and the defects arising out of the works shall be rectified free of charge without delay.

12.0. PROGRAMME OF WORK.

- a) Immediately on issue of letter of acceptance of this tender, the contractor should submit a programme of work showing the activities work wise for completing the whole work within the stipulated period of completion, in consultation with the SEE/M - in - charge of the work. If so desired by the SEE/ M, the contractor shall submit further programme from time to time taking into consideration the latest progress achieved till then.
- b) This is to reiterate that the Railway reserves the right of terminating the contract at any stage of review of the progress under (a) above , if the above agreed programme (s) are not adhered to within the margin of 10 % as envisaged in Clause 62 (I) (viii) of the General Conditions of Contract.
- c) Non submission of the programme as envisaged in (a) above shall entitle Railway to terminate the contract under clause 62 of the General Conditions of Contract.

13.0 VARIATION IN QUANTITIES:

The quantities of various items given in the schedules for the works to be executed are only approximate and are only for the guidance of the contractor. As far as possible, they have been assessed correctly but are likely to vary during the execution of the work. The contractors attention is drawn to clause-42 of the General conditions of contract, dealing with variation in quantities.

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payments would be made as per the agreement rate.
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 either by floating a fresh tender. For operating that item or if it 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 as per the extant orders of Railway Board.
 - i). Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

- ii). Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - iii). Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
- b). The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
 - c). Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor as per the extant orders of Railway Board.
3. In case where decrease is involved during execution of contract:
- a). The Railway authority can decrease the items upto 25% of individual items.
 - b). For decrease beyond 25% for individual items or 25% of contract agreement value, the ICF authority can approve, after obtaining 'No Claim Certificate' from the contractor as per the extant orders of Railway Board.
 - 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 Railway 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 up to 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 Railway authority as per single tender should be obtained.

14.0 VITIATION:

- a). In the event of vitiation occurring due to increase or decrease in quantities among the first, second and third lowest valid tenderers, the vitiation shall be to contractor's account. The total value of the work done shall be calculated at the rate offered by those tenderers and the amount payable shall be limited to the lowest aggregate value as worked out.
- b). Vitiation as above shall be worked out as a whole for Agreement including all variations in quantities.

15.0 INDEMINITY BOND

- a. An Indemnity Bond to Indemnify this Administration against loss or damage of all the materials for which part payment is effected shall have to be executed by contractor in the manner specified by this Administration.
 - b. The entire work shall be carried out under contractor's technically qualified Engineers and expert Supervisors. The Administration shall have the power to direct the contractor to engage sufficient number of expert Supervisor, if it is considered that the contractor's supervising arrangements are found insufficient for the successful completion of the work.
 - c. When as the said contractor is entitled for PART PAYMENT for items in Schedule of Rate as per payment clause 7.0 of Annex-III as per conditions of contract on executing an Indemnity Bond against loss or damage for all the material for which part payment has been arranged for all the materials.
 - d. The said contractor hereby agreed to hold the materials for which part payment is payable as per condition of the agreement, entrusted to him and his possession in trust for the ICF Administration as their property until such time as the works entrusted to him are completed and handed over back to the representatives of the ICF Administration as per the terms of the Agreement.
 - e. The said contractor further agree to hold the ICF – Administration harm less and free from all liabilities for all losses, damages, etc., arising from any cause, whatsoever to the material while in his possession, and further under takes to indemnify and reimburse the ICF Administration to the extent of loss or damage caused to the materials or any loss or any claims to the ICF – Administration in respect of the said material while in possession of the contractor.
- 16.** The contractors attention is drawn to Clause 55A of the General conditions of contract regarding provision of contract labour(Regulation and abolition Act 1970) and the contractor shall comply with the provision in all respects to the extent applicable under this contract and shall face consequences at his risk and responsibilities for any lapses on his part.

17. VALIDITY OF TENDER

The Tenderer shall hold the offer open for a period of 90 days from the date fixed for opening the same. Should the tenderer withdraw his offer within the validity date of his offer or fails to undertake the contract after acceptance of his tender the full earnest money will be forfeited.

INTEGRAL COACH FACTORY, CHENNAI – 600 038**MANDATORY FORM FOR RECEIVING PAYMENT THROUGH NEFT**

SI	Details	:	To be filled by the Tenderer/Contractor without fail
1)	Name of the firm	:	
2)	Vendor codes allotted by ICF [If more than one vendor code/EFT number allotted by ICF, furnish all, (or) if not was allotted early, left the column be blank	:	
3)	Address of the firm	:	
4)	Name of the bank	:	
5)	Branch	:	
6)	Address of the bank branch	:	
7)	Account number	:	
8)	Type of Account	:	
9)	IFS Code of the branch	:	
10)	MICR Code of the branch	:	

Signature of the authorized person
Of the Firm with seal & date

Certified that the information furnished above are correct. Our branch is participating in the NEFT system.

Signature of the Banker with stamp

Note

1. Account number and IFS code should be furnished exactly as appearing in the cheque book and the same may be verified with the Bank.
2. A cancelled cheque may be enclosed for verification.

ANNEXURE – IV

SPECIAL CONDITIONS OF CONTRACT

Note: The special conditions supplement the General Conditions of Contract for Works Contract of Southern Railway, Chennai as amended and/ or corrected up to date. The specification referred to shall be the Southern Railway Specification for materials and works 1969. Where the provision of these conditions are at variance with the General Condition and Specification, these special conditions shall prevail.

1. Although the quantities shown in the schedule of rates (enclosed to this specification) are correct, this Railway Administration reserves the right to increase or decrease the quantity. In case the quantity is increased, the contractor shall supply the excess quantity of the material and do the excess quantity of work at same rate offered by him at the time of tender in the schedule of rates.
2. The Contractor shall give advance intimation to **SEE/ M** for inspection for completion of work.
3. The Contractor shall make his **own transport arrangements** for drawing any materials from construction Stores to site, and for moving the items if any from site to Construction stores situated inside Shell Factory.
4. The Contractor shall be solely responsible for the orderly conduct of his authorized persons as well as labourers within ICF premises and at work place.
5. The contractor shall obtain revised Entry Permit and following work Permits as required, introduced with effect from 15.6.09, vide CWE/Shell/ICF Procedure Order No. 03 dt.6.6.2009.
 - Revised Entry Permit
 - Permit to work at Height to avoid fall of person or tools (Only to approach to the work area at height above 2 M)
 - Hot work permit for Welding Gas Cutting, use of open flames Etc.,
 - Excavation Permit.

The above permits shall be available with the contractor or his supervisor of the work site and shall be produced on demand by the site supervisor and any other authority of this Administration.

6. The tenderer shall ensure that their work shall not affect the regular coach production of the factory.
7. Safety accessories like helmets, belts, safety boots, Hand Glouses, Goggles and other safety items shall be used by the contractor while executing the work.
8. The contractor shall employ technically qualified personnel with relevant field exposures related to electrical construction/maintenance works such as installation, power shut downs, material handling etc.,
9. The administration shall have the power to direct the contractor to engage sufficient numbers of expert supervisors, if it is considered that the contractor's supervising arrangements are found insufficient for successful completion of the work. Failure to comply with the above directive also will result in the contract being terminated at the risk and responsibility of the contractor.

- 10. Employment of Qualified supervisor for the execution of work:**
- a. The Contractor shall employ one qualified Graduate Engineer when the value of the works is equal to or more than Rs.30 lakhs and one qualified Diploma Holder in Engineering when the value of the works is more than Rs. 5 lakhs but less than Rs. 30 lakhs for the execution of the Works Contract.
 - b. Before starting of the work & while applying for Entry permit, proof for Technical qualification meeting the above condition shall be submitted.
 - c. The Contractor's authorized representative should be available during the entire execution of Works for taking instructions and discussions. In addition, the technical staff shall be available at site whenever required by the Engineer – in – charge to take instructions.
 - d. **In case the Contractor fails to employ the Technical staff aforesaid, he shall be liable to pay a reasonable amount not exceeding a sum of Rs.5000/- (Rupees five thousand only) for each month of default in case of Graduate Engineer and Rs.2000/- (Rupees two thousand only) for each month of default in case of Diploma holder.**
 - e. The Contractor shall have a local office / agent in Chennai for Communication in local language
11. All the tools and plants such as welding sets, crimping tools, ladders, safety equipments and other electrical tools required for this work shall be arranged by the contractor at their own expense including the cost of conveyance to adhere to the target date of completion. The administration will not be responsible for inadequacy of tools and plants brought by the contractor and no claim on this ground is admissible.
12. The operation of any of the items in connection with this work will entirely be at the discretion of the ICF administration and no claim whatsoever of any kind will be entertained by the administration for non operation of items.
13. The contractor shall be responsible to see that the work executed by him does not in any way infringe or damage the existing structures or other works in the area. The contractor is liable to take responsibility and rectify for the damage if any caused to the ICF property during the execution of their work.
14. Departmental supply of materials shall be transported by the contractor at this own expense. Necessary fabricating, cutting, welding, bending of structural steel to required size shall be done by the contractor at his expense.
- 15. The contractor shall be responsible for any damage to all articles in his custody till the work is completed and finally handed over to this administration.**
16. The tenderer while indicating the rate for the relevant item provided in schedule of rates as per annexure shall include the cost of procurement (if any associated items applicable to this contract), excise duty, sales tax, discount, handling transportation to site of works, storage, wastage etc.,
17. All materials specified in the contract shall be procured only from the reputed manufacturers or their authorized dealer. **The supply of materials shall be accompanied by the original invoice and a Xerox copy of the invoice.**
18. The materials offered shall be of brand/trade name specified in this specification.
19. The materials other than the acceptable brands of ICF specified such as MS angles, Zinc sheets etc., shall be procured through authorized dealers only.
20. Railway administration shall not be responsible for safety of the staff of the contractor and hence the personnel shall not be liable for any compensation arising out of accidents while executing the work.

21. Power shut down required by the contractor, shall be intimated to the SSE/ 45 in writing at least one week in advance and plan for executing the work. This administration is not responsible for delay in the execution of the work due to the delay in taking power shut down.
22. It is the responsibility of the contractor to get all his doubts clarified about all the points mentioned in this specification. If required he may visit the site duly fixing a prior appointment with **Dy.C.E.E / C**.
23. The contract against this specification will be governed by the Indian Railway General Conditions of contract applicable to Civil Engineering Works, in addition to the special conditions set forth in this specification. Wherever these special conditions are at variance with the General Conditions of contract, the special conditions shall prevail.
24. The tenderer on whom tender is awarded shall be required to appear at **Dy.CEE/ C** in person and to execute the contract documents within seven days after notice in the form of letter of acceptance awarding contract to him. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.
25. In the event of any tenderer whose tender is accepted shall refuse to execute the contract documents as herein before provided, the Railway may determine that such tenderer has abandoned the contract and there upon his tender and the acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of earnest money and to **recover the liquidated damages** for such default.
26. The successful Contractor shall start the work with in 15 days from the date of issue of letter of Acceptance.
27. If the work is not completed with in the due date, the contract will be terminated by giving 7 days and 48 hours notice as per the General Conditions of Contract.
28. The contractor shall clear the work spot free from all unwanted materials like debris, scrap etc when the work is completed in all respects and a photograph showing the Work spot after the completion of work shall be attached with the final bill request, otherwise final bill will not be processed.
29. **ELECTRICAL LICENSE: The Tenderer shall have valid required level Electrical License. Attested copy of the Electrical License shall be submitted along with the offer. The offers of tenderers who are not possessing prescribed required license will be summarily rejected.**

ANNEXURE-V

SAFETY NORMS & EMS REQUIREMENTS

SAFETY NORMS TO BE FOLLOWED BY THE CONTRACTOR

1.0 Safety clause as per CWE/Shell's letter No.MS.231/ACC/10 dt.23.02.2000.

- 1.1 The contractor should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway premises, and should conform to the rules and regulations of the Railway.
- 1.2. The Contractor should abide by all railway regulations in force from time to time and ensure that the same are followed by his representatives, agents or sub contractors or workmen.
- 1.3. The contractor should ensure that unauthorized, careless or inadvertent operation of installed equipment which may result in accident to staff and / or damage to equipment does not occur.
- 1.4. The Contractor should indemnify and keep the purchaser indemnified and harmless against all actions, suits, claims, demands costs charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the railway premises and any loss or damage to railway property sustained due to the acts or omissions of the contractor irrespective of whether such liability arises under the workmen's compensation act or the fatal accidents act or any other statute in force from time to time.

2.0 EMS REQUIREMENTS

- 2.1 The contractor shall ensure that all his workmen wear PPEs commensurate with the severity of work.
- 2.2. The contractor shall ensure industrial safety methods in executing his work at ICF.
- 2.3. The contractor shall ensure that all wastes generated by his activities / work are moved to the respective dump sites or taken for re-cycling at ICF.
- 2.4. The contractor has to give prior information whether any hazardous chemical is used in his work and if so, the operational control to be exercised.
- 2.5. The contractor has to ensure that all his material handling equipments / transport vehicles are emission tested.
- 2.6. The contractor has to ensure that his activities are in tune with the ICF EMS Policy (to be incorporated as part of Contract)
- 2.7. The contractors' staff must be aware of contents of MSDS in respect of chemicals / materials (if any).
- 2.8. The contractors' staff shall be competent to operate emergency appliances like fire extinguishers.
- 2.9. The contractors' staff shall be competent in the areas wherein the contract is awarded eg. to operate ETPs at ICF by evaluating through skill matrix by concerned official

Safety ,Health and Environmental Instructions

(REF: CWE's Letter No. Safety Cell/RCW/02 dt.30.06.2008.)

A) SAFETY & HEALTH

1. The Factories Act – 1948 and Tamil Nadu Factories Rules - 1950 & Contract Labour (Regulation & Abolition) Act, 1970 are to be followed.
2. Adequate and appropriate tools shall be issued.
3. All instrument used for the work is to be complied with Indian Electricity rules.
4. The instruments are used to be conformed to Indian Standards.
5. Staffs under your control should wear the personal protective equipments as per working condition to prevent injuries.
6. Suitable ladders/scaffoldings are to be used for climb up and working at height.
7. Ensure adequate lighting at work place.
8. Contractor should follow the terms and conditions/instructions of ICF from time to time.
9. Activities other than the specified activities as per the contract clauses, which are assigned to you, are not permitted at our premises.
10. Ensure the Suitable guards are provided to the hand operating machine.
11. Suitable lifting machineries and tackles are to be used to handle the materials.
12. Any loss incurred to ICF because of your activities shall be charged on your account.
13. The equipments & materials stored at our premises are on your own risk.
14. Before start of work, proper shut down (if necessary) is to be undertaken for safety.
15. Before start of any work, appropriate Work Permits shall be obtained.
16. Off cuts and wastes generated during the course of your work, must be suitably disposed identified areas.
17. The renewal of permit will be issued only on the basis of performance of compliance of the said rules, regulations, conditions and safety norms.
18. The contractor shall engage qualified supervisors at the work site whenever men are engaged for work.
19. First aid box with adequate medicine are to be provided in the work area.
20. In case of any accident to the contract staff, the contractor should inform to the CSO/Shell & CSO/Fur. through department concerned within one hour.
21. Disobeying or not following the conditions / precautions / procedures shall result in penalty. In serious cases, stoppage of work or cancellation of permits may be done. Stopping of the work are empowered by the Safety Officer, Chief Safety Officer, Factory manager and Occupier.
22. For accidents involving to your staff inside Shell factory, necessary compensation to the dependents of the staff and legal expenditure cost shall be borne on your account.
23. The display board containing the details of nature of work, maximum number of staff working per shift, period of work, site in charge name and phone number and main office phone numbers is to be placed at prominent place.
24. If total staff engaged by you on any day of the contract period is 20 or more, you have to register with Central Labour Commissioner at Shastri Bhavan and obtain license.
25. Staffs under your control are to be insured during the work period.
26. Registers in Form XIII, XVI, XIX, and XVII as per contract labour act shall be maintained.
27. Employment card in Form XIV should be issued to all work men by the contractor.
28. The payment of wages shall be made as per Minimum wages Act, and shall be witnessed by ICF nominated Supervisors.
29. Usage of LPG cylinder in the factories (both Shell & Fur) is prohibited for industrial activities. Industrial LPG cylinders shall only be allowed if accompanied by a certificate from gas companies about the end use for which it is issued.

B) ENVIRONMENT

30. ICF is an ISO 14001/2004 certified Factory. All activities shall be carried out as per the Environment Protection Act & Rules.
31. Handling, storage & use of any chemicals and Haz. waste shall be carried out as per conditions laid down by TNPCB (Tamil Nadu Pollution control Board). Any clarification shall be made with contract executing officer & Safety Cell.
32. Spillage of Haz. materials, chemicals and oil shall be strictly avoided; incase of any leakage /spillage, it should be cleaned immediately.
33. Any waste materials should not be burnt in side the Factory.
34. Any open fire or smoke noticed by the contractor or his men, should be informed immediately to the Fire Fighting crew through telephone numbers FIRE Fighting CREW: 46565 (Railway phone) Fire fighting Contractor: 9841098419, 9841269727 (cell).

C) PENALTY

35. Incase any Unsafe conditions noticed that could have led to grievous injury to the contract labour, a minimum penalty of Rs 5,000/- per person shall be imposed by ICF administration to the contractor. However if multiple violation of Safety instructions are noticed, the amount could be higher
36. Recurrence on third occasion for the same contract would result in penalty of Rs.50,000/- (Fifty thousands) and termination of contract.

DECLARATION BY CONTRACTOR

I undertake that all above conditions related with safety, Health and Environment will be followed by our supervisors & staff while working inside ICF factory (Shell and Furnishing)

**Signature of Proprietor/Owner/Contractor
(With company seal)**

ANNEXURE - VI

TENDER NO: EL/ W/ 658

SCHEDULE FOR THE WORK OF **“Provision of Concealed Cabling for Pedestal Air – Circulators in Shop Floor – Shell Div.”**

S. No.	Description of the item	Unit	Qty	Rate	Amount
1	Installation of MS Stand for Air - circulator, grouting bolts and nuts of M16 x 180 mm as per Specification.(MS Stand ICF scope of supply)	Nos	100		
Rupees in words.....					
2	Breaking of concrete portion of size 5" x 5" and redoing after laying 1" GI pipe as per specification. (GI Pipe ICF scope of supply)	Cubic Meter	30		
Rupees in words.....					
3	Laying of Cable Termination at both ends and Commissioning as per Specification.(4 core,2.5 core cable ICF scope of supply)	Mtrs	1500		
Rupees in words.....					
TOTAL					
Total in Rupees					

ANNEXURE - VII

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REGULATIONS FOR TENDERS AND CONTRACTS AND CONDITIONS OF TENDER

For the guidance of Contractors for Civil Engineering Works

MEANING OF TERMS

1. In these Regulations for Tenders and Contracts and Conditions of Tender, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:- Definitions:
- (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Integral Coach Factory or of the Successor Railway authorized to deal with any matters which these presents are concerned on his behalf.
 - (b) "General Manager" shall mean the officer in administrative charge of the whole of the Integral Coach Factory and shall mean and include the General Manager of the Successor Railway.
 - (c) "Chief Engineer" shall mean the Officer-in-charge of the Engineering Department of the Integral Coach Factory and shall also include the Engineer-in-Chief, Chief Engineer (Construction), Chief Signal and Telecommunication Engineer and shall mean and include the (Chief Engineer) Engineer-in-Chief, Chief Engineer (Construction) and Chief Signal and Telecommunication Engineer of the Successor Railway.
 - (d) "Engineer" shall mean the Divisional and District Engineer or the Executive Engineer in executive charge of the works and shall include the superior officers of the Engineering Department of the Integral Coach Factory (i.e.) the Deputy Chief Engineer / Chief Engineer / Chief Engineer (Construction) I Engineer-in-Chief/Chief Signal and Telecommunication Engineer/Dy. Chief Signal and Telecommunication Engineer and shall mean and include the Engineers of the Successor Railway.
 - (d) 1. "Successor Railway" shall mean and include such other Railway to which for administrative or other reasons this contract may during its tendency be transferred.
 - (e) "Tenderer" shall mean the person, the firm or company who tenders for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.
 - (f) "Limited Tenders" shall mean tenders invited from all or some contractors on the approved list of contractors with Railway.
 - (g) "Open Tenders" shall mean tenders invited in open and public manner and with adequate notice.
 - (h) "Works" shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to specifications.
 - (i) "Specification" shall mean the specifications for materials and works, current on the Southern Railway or as amplified, added to or superseded by special specifications, if any appended to the tender forms.
 - (j) Schedule of rates – "Integral Coach Factory" shall mean the Schedule of Rates issued under the authority of the Chief Engineer from time to time.
 - (k) "Drawings" shall mean the drawings, plans and tracing or prints thereof annexed to the Tender forms.
 - (i) "General Conditions of Contract" shall mean the General Conditions of Contract for works in the Integral Coach Factory – Engineering Department, issued under the authority of the Chief Engineer.
2. Words importing the singular number shall also include the plural and vice versa where the context requires. Singular and Plural:

REGULATIONS FOR TENDERS AND CONTRACTS

3. These Regulations for Tenders and Contracts shall be read in conjunction with the General Conditions of Contract and shall be subject to modifications, additions or supersession by special conditions of contracts and/or special specifications, if any, annexed to the tender Forms Regulations for Tenders and Contracts subject to modifications

List of approved contractors maintained:	<p>4. List of approved Contractors are maintained under the following categories of works</p> <ol style="list-style-type: none"> a) Earth work and roads b) Buildings and structures; c) Supply including loading and unloading of materials such as ballast, boulders, bricks, stone metals, lime and sand; d) Steel works; e) Wood Works; f) Water supply, drainage and sanitary works g) Maintenance and repair works; h) Supply of miscellaneous materials such as red-earth, bellies, thirties, chicks, manures, etc.
Application for Registration:	<p>5. A Contractor desirous of having his name included in the list of approved contractors shall apply to the Engineer furnishing particulars regarding:-</p> <ol style="list-style-type: none"> a) his position as an independent contractor; b) his capacity to undertake and carry out works satisfactorily, as vouched for by a responsible official or form; c) his previous experience on works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if need be by reference, to the signatures thereof; d) his knowledge, from actual personal investigation, of the resources of the area in which he offers to works; e) his ability to supervise the work personally or by competent and duly authorized agents; f) his financial position. <p>The applicant shall clearly state the categories of works listed under clause 4 of these Regulations for which he desires registration in the list of approved contractors of the Railway and subject with his application a duly authorized copy of the Income Tax Clearance Certificate.</p>
Issue of Tender forms:	<p>6. Tender forms shall be issued on payment of the prescribed fees to the appropriate contractors on the list of approved contractors. Contractors not on the list of approved contractors, will on payment of the prescribed fees, be furnished with tender forms and shall be required to submit evidence regarding their financial status, previous experience and ability to execute the works, and an authorized copy of the income-tax Clearance Certificate, without which their tenders will not be considered.</p> <p>7. The transfer of tender forms purchased by one tenderer to another is not permissible.</p>
Tender forms not transferable:	<p>8. No tender shall be considered which is not submitted in the official tender form attached hereto along with the tender documents issued to the tenderer.</p>
Use of official tender form: Omissions and discrepancies:	<p>9. Should a tenderer find discrepancies in or omissions from the drawings or any of the tender forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenderers. It shall be understood that every endeavor have been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.</p>
Prohibition of separate communication:	<p>10. No separate commission bearing on the tender shall be addressed by the tenderer to the General Manager, Integral Coach Factory, Chennai 600038, or any other persons, but all explanatory qualifying remarks which the tenderer may desire to make must be recorded on page 7 and 8 hereof or submitted in a covering letter along with the tender.</p>
Signature of Tenderers on Tender	<p>11. The tenderer should sign on each and every page of the tender documents and at the end of each specification and schedule at places provided for the purpose.</p>
Tender Document Earnest Money	<p>12. The tenderer shall also be required to deposit a sum of Rs..... towards the Earnest Money with the Tender. If his tender is accepted his Earnest Money will be retained as part Security for the due and faithful fulfillment of the contract in terms of clause 16 of the General Conditions of Contract. The Earnest Money of other tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.</p>

13.(a) Before submitting a tender the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in clause 37 of the Standard General Conditions of Contract for the Completion of works to be entries satisfaction of the Engineer. Care in submission of tenders

(b) When work is tendered for by a Firm or Company of Contractors, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

(c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

14. At the advertised time and place, tenders received for a contract shall be opened by the Tender Committee and where practicable, the names of tenders and the rates tendered by them read out in the presence of such of the intending contractors or their agents as may attend. Opening of tenders:

15. (a) The Railway reserves the right of not to invite tenders for any work or works or to invite open or limited tenders, and when tenders are called, to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. Right of Railway to deal with tenders:

(b) Ordinarily the lowest tender may be accepted by the Railway unless such acceptance would not be to the public interest. The acceptance or rejection of any tender is left entirely to the discretion of the authority empowered to deal with the matter and no explanation can be demanded of the cause of rejection of his tender by any tenderer.

EXECUTION OF CONTRACT DOCUMENTS:

16. The tenderer whose tender is accepted shall be required to appear at the office of the General Manager, Chief Engineer, Regional Engineer or Division/District Engineer, as the case may be in person or if a firm or a corporation, a duly authorized representative shall so appear and to execute the contract documents within seven days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement effect by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies. Execution of contract documents:

In the event of any tenderer whose tender is accepted shall refuse to execute the contract documents as therein before provided, the railway may determine that such tenderer has abandoned the contract and three upon his tender and the acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of earnest money and to recover the liquidated damages for such default.

CONDITIONS OF TENDER

17. The drawings for the works and relevant specifications can be seen in the Office ofIntegral Coach Factory, Chennai 600038, at any time during office hours. Tender drawing:

18. The General Conditions of Contract for works in the Integral Coach Factory and specification for materials and works can be seen at any time during office hours at the above office, or can be had on payment of Rs.10/- + Rs.2 + Sales tax extra respectively. General Conditions and Specification:

19. The tenderer / tenderers shall quote his/their rates with reference to each item and must tender for all the items shown in attached schedule. Both rate and amount columns of the schedule should be filled in by the tenderer / tenderers both in figures and words. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway accepts no responsibility for their accuracy. The Railway does not guarantee work under each item of the schedule. Filling up of schedule of rates:

20. Tenders containing erasures and alterations of the tender documents are liable to be rejected. Any corrections made by the tenderers in his/her entries must be attested by him/her. Erasures and alterations:

21. The works are required to be completed within a period of months from the date of award of contract. Completion time:

22. The tender should be accompanied by a Cash Receipt for a sum of Rs..... as Earnest Money deposited in cash with the Assistant Chief Cashier of the Integral Coach Factory or in the form of Deposit Receipts, Pay Order of Demand Drafts, in favour of Financial Adviser and Chief Accounts Officer, Integral Coach Factory. Amount of and method of deposit of Earnest money:

- (i) The Tenderer shall hold the offer open for a period of 90 days from the date fixed for opening the same, it being understood that the Tender documents have been sold/issued to the Tenderer and the Tenderer is being permitted to Tender in consideration of stipulation on his part that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Executive Engineer of the Integral Coach Factory, should the tenderer withdraw his offer within the validity date of his offer or fails to undertake the contract after acceptance of his tender the full earnest money of Rs. should be forfeited.
- The Tenderer shall hold the offer open till the period of 90 days as specified above, if the tender is accepted, the amount of Earnest Money will be held as Security Deposit for the due and faithful fulfillment of the contract. The Earnest Moneys of the unsuccessful tenderer will have as hereinbefore provided be returned to the unsuccessful tenderers but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession, nor be liable to pay interest thereon.
- (ii) Tenders unaccompanied by the requisite Earnest money in the prescribed form under no circumstances will be entertained and will be summarily rejected.
- Right of Railway to reject Tender: 23. It shall not be obligatory on the Railway to accept the lowest tender and no tenderer/tenderers shall demand any explanation for the cause of rejection of his/their tender.
- Furnishing wrong information: 24. If the tenderer/tenderers deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptances of his/their tender, the Railway reserves the right to reject any such tender at any stage.
- Cancellation of Tender 25. If a tenderer expires after submission of his tender or 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 after the acceptance of their tender, the Railway shall deem such tender as cancelled unless the firm retains its character.
- Refund of Earnest Money to unsuccessful Tenderers 26. The Earnest Money including the amount taken as Security Deposit for the due performance of the stipulation to keep the offer open till the date specified in the Tender will be refunded to the unsuccessful tenderer/tenderers within a reasonable time. The Earnest Money deposited by the successful tenderer/tenderers will be retained towards, the Security Deposit for the due and faithful fulfillment of the contract but shall be forfeited if the contractor fails/contractor fail to execute the Agreement Bond or start the work within a reasonable time (to be determined by the Executive Engineer) after notification of the acceptance of his/their tender.
- Income-tax clearance certificate 27. The tenderer/tenderers is /are required to produce along with his/their tender an authorized copy of the Income-tax Clearance Certificate or a sworn affidavit duly countersigned by the Income-tax officer to the effect that he/they has/have no taxable income. Documents testifying to the tenderer's / tenderers / previous experience and financial status should be produced when desired by the Railway.
- Final date of receipt of tenders: 28. Tenders must be enclosed in sealed covers, superscribed "tender for..... and must be sent by registered post to address of Integral Coach Factory, Chennai 600038, so as to reach this office not later than Hours, on the or deposited in the special box allotted for the purpose in the above office on or before Hours on The tenders will be opened on the same day at hours in the office of the Integral Coach Factory, Chennai 600038 in the presence of such of the tenderers or their Agents who may attend.
- Non-compliance with any of the condition: 29. Non-compliance with any of the conditions set forth herein above is liable to result in tender being rejected.
- Accepting authority: 30. The authority for the acceptance of this tender will rest with the Integral Coach Factory, Chennai 600038, 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.
- Execution of contract: 31. The successful tenderer/tenderers shall be required to execute an Agreement in the form annexed hereto duly stamped with the President of India acting through the Integral Coach Factory, Chennai 600038 of the Railway for carrying out the work according to the General Conditions of Contract and Specifications. The cost of the stamps will be borne by the Contractor.

32. The tenderer shall keep the offer open for a minimum period of 30/60/90* days from the date of opening of the tender, within which period the tenderer cannot withdraw his offer, subject to the period being extended further if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his "Earnest Money". Validity of tender:
33. Should a tenderer be a retired engineer or the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering Department of any of the Railways owned and administrated by the President of India for the time being or should a tenderer being partnership firm have as one of its partners a retired engineer or a retired gazetted officer as aforesaid, or should a tenderer being an incorporated company have any such retired engineer or retired officer as one of its directors, or should a tenderer have in his employment any retired engineer or retired gazetted officer as aforesaid the full information as to the date of retirement of such engineer or retired gazetted officer from the said service and in cases where such engineer or officer had not retired from government service at least two years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contract be a partnership firm or an incorporated company to become a partner or director as the case may be, or to take employment under the contractor has been obtained by the tenderer or the engineer or the officer as the case may be from the President of India or any officer duly authorized by him, in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired engineer or retired gazetted officer is so associated with the tenderer, as the case may be shall be rejected. Employment of retired railway personnel:
34. Should a tenderer or contractor being an individual on the list of approved contractor, have a relative employed in gazetted capacity in the Integral Coach Factory, Chennai 600038 or in the case of a Partnership firm or Company incorporated under the India Company law should a partner or a relative of the Partner or a shareholder or relative of a shareholder be employed in gazetted capacity in the Integral Coach Factory, Chennai-38, the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tender may be rejected or if such subsequently comes to light, the contract may be rescinded in accordance with the provisions in clause 62 of the General Conditions of Contract. Tenderer's relatives employed in railways:
35. The contractor shall comply with the provisions of the Factories Act, 1948 or the modifications thereof or any other laws relating there to and the rules made there under from time to time.
36. A contractor who has not carried out any work so far on this Railway should furnish particulars regarding:
- a) His position as an independent Contractor.
 - b) His capacity to under takes and carries out works satisfactorily, as vouched for by a responsible official or firm.
 - c) His Previous experience on works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if need be, by reference to the signatories thereof.
 - d) His knowledge from actual personal investigation of the resources of the zone or zones in which he offers to work.
 - e) His ability to supervise the work personally or by competent and duly authorized agents.
 - f) His financial position.

Tenderer / Contractor

Seal

AGREEMENT FOR WORKS

Contract Agreement No

Dated..... 2008

Articles of Agreement made this day of 2008 between the President of India acting through the **INTEGRAL COACH FACTORY** hereinafter called the 'Railway' of the one part and Shri/ Messrs..... whose permanent postal address is hereinafter called the "Contractor" of the other part.

Whereas the contractor has agreed with Railway for the performance of the work "....." setforth in the schedule hereto annexed upon the General Conditions of Contract for Works in the Integral Coach Factory and the special condition and special specifications, if any, and in conformity with the drawing hereunto annexed And Whereas the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration of the payments to be made by the Railway, the Contractor will duly performance the said works in the said schedule setforth and shall execute the same the great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said conditions of the contract on or before theday of2004 and will maintain the said works for a period ofcalendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract) as if the same had been fully setforth herein), AND the Railway both hereby agree that if the Contractor shall duly perform the sale works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereunto annexed.

INWITNESS whereof the Parties have hereunto set their respective hands the day and the year mentioned by them.

Signed for and on behalf of the President of India
by Shri
..... (Signature of
Integral Coach Factory, Chennai – 600 038. Integral Coach Factory)
In the presence of
..... (Signature of Witness)
and by the duly
constituted attorney of and for and on behalf of
.....
..... (Signature of Contractor)
who has signed these presents in the presence of
(1)
..... (Signature of Witness (1))
(2)
..... (Signature of Witness (2))

***** End of document *****