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East Coast Railway

Item No.2/2

Tender notice No. 3/WDS/29/2009/Diesel dtd 27.05.09

Name of Work : “AMC for yearly maintenance of Online Centrifuge”

Value of tender : Rs 18,30,926/-

Cost of T.D : Rs 2,000/-

EMD : Rs 36,619/-

Date of Opening of tender : 27.05.2009

Currency of Contract : 12 (Twelve) Months

Name & Address of tenders(s) : M/s
Door No.....
.....
.....

M.R.No. /DD.Particulars & Account : Towards cost of Tender documents :
.....
.....
.....

E.M.D.Particulars :
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**East Coast Railway
Mechanical (D) Department
TENDER DOCUMENTS**

- 1 Name of Work : “AMC for yearly maintenance of Online Centrifuge”
- 2 Tender Notice no & Date : **3/WDS/29/2009/Diesel dtd 27.05.09**
- 3 Approximate value of tender : **Rs 18,30,926/-**
- 4 E.M.D : **Rs 36,619/-**
- 5 Cost of tender document : **Rs 2,000/-**
- 6 Time & Date of submission of tenders between 10.30 hrs on **27.05.2009** to 13.30 hrs on **26.06.2009**
- 7 Time & Date of opening of tender : At 14.00 hrs on **26.06.2009**

TENDER DOCUMENT CONTAINING

- 1 Tender Notice : 03 -06 pages
- 2 Tender form first sheet : 07-09 pages
(Attention sheet)
- 3 Schedule of work Annexure ‘A & B’ : 10-18 pages
- 4 Mode of payment : 19 page
- 5 Tender form second sheet : 20 -38 pages
- 6 Sample Format for Credential of Tenderer(s) (Annexure-I) : 39 page
- 7 Sample Format for EFT (Annexure-II) : 40 page
- 8 Sample Format for Indemnity Bond (Annexure-III) : 41 -42 pages
- 9 Sample Format for Eligibility Criteria of Tenderer(s) (Annexure-IV) : 43 page
- 10 Specimen copy of P.G.Bond (Annexure-IV) : 44 - 45 page

TENDERER (S) / CONTRACTOR (S)

D.R.M (Mech-D)/WAT

**EAST COAST RAILWAY
(MECHANICAL (D) DEPARTMENT)**

NOTICE INVITING TENDER

Tender Notice no. **3/WDS/29/2009/Diesel dtd 27.05.09**

For & on behalf of the president of India Acting through DRM (Mech-D), East Coast Railway, Waltair invites sealed tenders in prescribed tender forms for the under mentioned works.

Sl. no	Name of work	Approximate value	The last date and time of receipt of tenders upto 13.30hrs of	Date and time of opening of tenders at 14.00 hrs of
1	Maintenance of Sanding System (Mechanical) on Visakhapatnam based Locomotives	Rs 14,38,990/-	26.06.2009	26.06.2009
2	AMC for yearly maintenance of Online Centrifuge	Rs 18,30,926/-	26.06.2009	26.06.2009

The tender documents can be available in the website at our www.eastcoastrailway.gov.in and <http://tenders.gov.in> OR tender forms are obtainable on any working day from the office of the Sr.DME (Diesel)/E.Co.Railway, Waltair.

**Divl Railway Manager (Mech-D)
E.Co.Railway/Waltair**

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Tender Notice no. 3/WDS/29/2009/Diesel dtd 27.05.09

Item No: 2/2

Item No	Name of work	Approximate value (Rs)	Earnest Money deposit (Rs)	Cost of tender documents (Rs)
1	2	3	4	5
2.	“AMC for yearly maintenance of Online Centrifuge”	Rs 18,30,926/-	Rs 36,619/-	2,000/-

- The prescribed non-transferable tender forms are obtainable on any working day from the office of the Sr.DME (Diesel)/E.Co.Railway, Waltair on remittance of cost of Tender form (non-refundable) either by crossed DD drawn in favour of FA & CAO/ East Coast Railway / BBS on any Nationalized/Schedule Bank payable at Visakhapatnam or in the form of money receipt issued by Divisional Cashier/ E.Co.Railway/ Waltair (Allocation Z-650 of Waltair Division) in support of deposition of requisite money with him. **An amount of Rs 500/- extra has been paid if required by Registered Post. If any plan/ drawing is attached with the tender form, an amount of Rs 200/- per plan/drawing will be levied extra.**
- Tender form will be available for sale from : 27.05.2009
The last date and time of issue of tender form up to 18.15 hrs of : 25.06.2009
The last date and time of receipt of tenders upto 13.30hrs of : 26.06.2009
Date and time of opening of tenders at 14.00 hrs of : 26.06.2009
- If the date of opening happens to be Bandh or Holiday, the tender will be opened at the same time on the following working days.

TENDERER (S) / CONTRACTOR (S)

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4. The tender documents will also be available in the website at www.eastcoastrailway.gov.in and <http://tenders.gov.in> and can be down loaded and used as tender documents for submitting the offer. Separate remittance towards the cost of tender documents as mentioned at col.5 of para. 2 shall have to be enclosed in the form as mentioned in para.3, in addition to the earnest money, while submitting the tender otherwise, the tender will be summarily rejected. Railway Administration shall not be responsible for any delay/difficulties/inaccessibility of the down loading facility for any reason whatsoever.

Tenders will also be accepted by post & **By FAX**. However, Railway shall not be responsible for any postal delay.

5. In case of any discrepancy between the tender documents down loaded from internet and the master copy of the same is available in the office of Sr.DME (Diesel)/E.Co.Railway/Waltair, the latter shall prevail and will be binding on the tender(s). No claim on this account will be entertained.

The tenderers are required to observe the Web Site to find out any correction slips are issued subsequent to uploading of the tender notice and schedule.

6. Eligibility Criteria :

For works costing below Rs.20 lakhs, no eligibility criteria is required and hence for this work costing no eligibility criterion is applicable.

7. As no eligibility criteria is applicable hence the definition of similar nature of work for this purpose is not required.

8. The following documents should be submitted along with the tender

- List of personnel Organization available on hand and proposed to be engaged for the subject work.
- List of plant and machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.
- List of works completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.
- List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.
- The bar chart indicating the programme of completing the work as per completion period should also be submitted along with tender offer.

TENDERER (S) / CONTRACTOR (S)

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Note :

- (1) In case of items (c) and (d) above, supportive documents / certificates from the organizations with whom they worked/ are working should be enclosed.
 - (2) Certificate from private individuals/ organization for whom such works are executed/ being executed shall not be accepted.
9. Tenderer (s) can drop their tenders in a sealed cover duly super scribing the tender notice no. and name of work in the tender box provided in the office of Sr.DME (Diesel)/WAT
 10. Cost of the tender form and earnest money **NOT** to be clubbed and are to be deposited separately in the required forms as mentioned in paras **3 and 13** respectively.
 11. PEMD or standing EMD will not be applicable. All the tenderers who wish to participate in the tender should submit the requisite Earnest Money deposit along with the tender in an acceptable form like depositing cash with the Divisional Cashier, East Coast Railway, Waltair or deposit receipts/ Demand drafts issued by the National/ Schedule Banks in favour of FA&CAO East Coast Railway, Bhubaneswar Payable at Visakhapatnam.
 12. If the tender is a partnership firm, the firm alone should satisfy the eligibility criteria but not the individual constituents of the firm.
 13. The credentials submitted towards the experience and contract amounts received against the eligibility criteria by the tenderer/partnership firm/company should be on their own name. The experience/contract amounts received of the individual constituent of the partnership firm or company will not be considered separately.

Divl Railway Manager (Mech-D)
E.Co.Railway/Waltair

No. . 3/WDS/29/2009/Diesel dtd 27.05.09

Copy forwarded to :

1. CPRO/ECOR/BBS – for wide publicity through publishing in newspapers
2. CME/ECOR/BBS, CMPE/ECOR/BBS
3. SrDEN (Co-ord.) / WAT – for uploading on website of East Coast Railway
4. Sr DFM/WAT, Divl. Cashier/ East Coast Railway/Waltair.
5. Notice Board.

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EAST COAST RAILWAY

TENDER FORM (FIRST SHEET)

Tender notice No. . 3/WDS/29/2009/Diesel dtd 27.05.09

Name of Work : “AMC for Yearly maintenance of Online Centrifuge”

To

The President of India,

Acting through the

Divisional Railway Manager/

Addl. DRM/Sr DME(D)

E.Co.Rly/WALTAIR.

1. I/We....., have read the various condition to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **90 (Ninety) days** from the date fixed for opening the same and in default thereof. I/We will be liable for forfeiture of my/our “Earnest Money”. I/We offer to do the work for east Coast Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within the stipulated time period mentioned in the tender document.
2. I/We also hereby agree to abide by the General conditions of contract as modified vide Railway Board’s letter No. **2007/CE-I/CT/18, dt 28.09.07** and including any other corrections/ modifications issued upto date and to carry out the work according to the special conditions of contract and specifications of materials and works as laid down by Railway in the annexed special conditions/ specifications and the South Eastern Railway General Conditions of contract and standard specifications part-IV (Vol-II) corrected upto date and General Conditions of contract and standard specification corrected upto date for the present contract.
3. A sum **Rs 36,619/-** (as per the EMD clause) is herewith forwarded as Earnest Money. The full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my /our tender is accepted and if:-
 - (a) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready and

TENDERER (S) / CONTRACTOR (S)

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(b) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnessess:

(i)

(ii)

Signature of Tender (s)

Date

Address of the Tenders (s)

DRM (Mech-D)/WAT

FOR THE ATTENTION OF TENDERERS

1. Tenderer (s) shall sign on every page of the Tender documents at the bottom of each page of the left side and submit all of them.
2. Tenderer (s) shall not quote any rates other than those required as per the schedule of work, or special conditions if any on any page of the tender documents.
3. However, the tenderer (s) if they desire to stipulate any special conditions or special rates not included in the schedule or wish to furnish any information, which they feel necessary, they may furnish the same on a separate paper and enclose the same to the tender documents placing on top for consideration.
4. Tenderer (s) containing erasers and alterations of the tender documents are liable to be rejected. Any corrections made by the tenderer/tenderers in his/their entries must be attested by him/them.
5. The Tenderer (s) shall quote only one uniform percentage (%age) rate separately in each Sl.No of Schedule of work above/Below/AT par on the departmental estimated rates given in the Annexure –C. The rates quoted other than one uniform %age rate or split rate will not be considered and will be summarily rejected. The rates shall be quoted in %age above/Below/AT par on the departmental estimated rates. Please Note in case of any discrepancy in the quoted rates, the rate quoted in words shall be taken into account.
6. No correspondence will be entertained after opening Tender. In case, the above instructions are violated and the special conditions and additional rates are quoted on the tender documents such tenders will not be considered and shall be summarily rejected.
7. The facility for referring standing earnest money deposit/permanent earnest money deposit towards earnest money deposit is withdrawn.
8. All the tenderers who wish to participate in the tender should submit the requisite earnest money deposit along with the tender in an acceptable form.
9. Unless and otherwise specified the unit rates for all the items in the schedule shall include the cost of the following:
 - All labour, tools, plant, equipment, machinery etc.,
 - All lead, lift ascent, descent and jungle clearance etc.,
 - Water and electricity, if required for execution of the work on shed premise, will be provided by Railways to the Contractor, free of cost. All lead, lift etc, for water shall be arranged by Contractor at his own cost.

TENDERER (S) / CONTRACTOR (S)

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**East Coast Railway
Schedule of work**

Annexure –C

Est. No: WDS/29/Centrifuge/DE/1/Annex-I

Name of the work: *“AMC for Yearly maintenance of Online Centrifuge”.*

Sl. No	Description of work	Qty	Unit	Dept. value	Uniform percentage rate to be quoted in figures & Words
(i)	Execution of works as per Scope of Work for Schedule – ‘A’ as covered in Annexure ‘A’	128	No. of Centrifuge	Rs 12,77,440/-	-----% At par/above/below (in words) ----- ----- ----- ----- ----- -----)
(ii)	Execution of supply of items as per Scope of Work for Schedule – ‘B’ as covered in Annexure ‘B’	As per Rate sheet in Table- ‘B’ (Annexure- ‘B’)	No.	Rs. 5,53,486/-	-----% At par/above/below (in words) ----- ----- ----- ----- ----- -----)

NOTE: The quantities shown against Schedule – ‘A’ and ‘B’ are only indicative and liable to change.

Tenderer (S)/Contractor (S)

**Divl Railway Manager(Mech-D)
E.Co.Railway/WALTAIR**

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Annexure 'A'**Broad Scope of Work-**

The work of AMC for yearly maintenance of Online Centrifuge Lube Oil Cleaner shall be executed in a period of one year. The contractor will have to undertake full responsibility for proper functioning of Centrifugal Lube Oil Cleaner and any breakdown of overhauled Online Centrifuge Lube Oil Cleaner under warranty period will be the contractor's responsibility.

AMC for yearly maintenance of Online Centrifuge of Diesel Locomotive at Diesel Loco Shed, Visakhapatnam, for a period of one year will be carried out in guidance of RDSO product Specification No. MP.0.2600-9 May'2005 (Revision – 03, RDSO Maintenance Instruction for Centrifugal Lube Oil Cleaner for Diesel – Electric Locomotive – Report No: MP.MI-28 (Rev.0.00) August-2007 or latest; as amended / revised from time to time. The work shall comprise of overhauling as per M-12 or above maintenance schedule arising of locomotive, as guided by Item No 5 of RDSO Maintenance Instruction for Centrifugal Lube Oil Cleaner for Diesel – Electric Locomotive – Report No: MP.MI-28 (Rev.0.00) August-2007 or latest, as well as any out of course arising. The work or its part(s) may be executed at premise of Diesel Loco Shed, Visakhapatnam or the firm's premise. The quantities as reflected under Rate sheets for Schedule – A and B (placed at Table –A of Annexure-A and Table – B of Annexure B respectively) are indicative only and liable to change.

SCOPE OF WORK FOR SCHEDULE-'A'**Detailed Scope of Work to be done during overhauling under Schedule-'A':**

- Complete dismantling of Centrifugal Lube Oil Cleaner.
- Cleaning of individual parts with proper chemicals.
- Must change items to be invariably replaced during execution of Schedule-'A' are tabulated below.

S No.	Item Description
1	O' Ring 0102-O or similar
2	O' Ring 0204-O or similar
3	O' Ring 0305-O or similar
4	Gasket 0204-G or similar

-
- Assemble the rotor assembly & tightening the jacking nut with specified torque.
- Dynamic balancing of rotor assembly.
- Assembly of Centrifugal Lube Oil Cleaner on appropriate fixture, using proper tools.

Tenderer (S)/Contractor (S)**Divl Railway Manager(Mech-D)**

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- Testing of assembled Centrifugal Lube Oil Cleaner on test bench as per RDSO Specification No. MP.0.2600-9 May'2005 (Revision – 3) or latest as per the acceptance test (detailed later).
- Issue of certificate detailing the test values obtained, parts replaced etc will be sent with the overhauled Centrifugal Lube Oil Cleaner.
- i) Must change items must be invariably replaced by the contractor during overhauling of Centrifuge lube oil cleaner without fail.
- ii) In addition to replacement of must change items as stated above, the scope of work for Schedule-‘A’ also includes fitment / replacement of spares required to be replaced on condition basis, as per list of supply items under Schedule-‘B’ or provided separately by Railways to the contractor. The contractor(s) must get the requirement of condition based spares assessed and finalized by Sr. DME(Diesel) / Visakhapatnam or his authorized representative, though a Joint inspection report before lifting the lot for firms premises for execution of work at shed premise. This Joint Inspection report shall also be submitted along with the bill for due payment.
- iii) The Joint Inspection shall be conducted by Sr.DME(D) / Viskahapatnam or his authorized representative and the Contractor(s) prior to lifting the lot of lube oil cleaner maintenance so as to ascertain the condition of these equipments and spares required for their maintenance. As per the Joint Inspection, the contractor(s) at this stage shall remove all damaged / defective / must change items from the centrifuge lube oil cleaner. The material / spares so released shall be handed over back to Sr. DME(Diesel) / Visakhapatnam or his authorized representative before taking up the centrifuge lube oil cleaner for due maintenance.
- iv) All spares required for replacement as Must Change or Condition Based Change (as per the Joint Inspection between Railway and Contractor), shall be provided & fitted by the Contractor.
- v) The Contractor(s) shall take up the maintenance of online centrifuge of various make as per the quantity offered by the Railways.

Collection and Delivery

The Transportation and labour cost for material handling (like lead, lift, trans-shipment etc.) will be provided by the contractor for transportation of Centrifugal Lube Oil Cleaner to and fro from shed to firm's premise and back to the shed after overhauling (within a total period of 30 days).

Training of staff for maintenance of the Centrifugal Lube Oil Cleaner

The firm will train at least four number of Diesel Shed staff in maintenance of the Centrifugal Lube Oil Cleaner.

Tenderer (S)/Contractor (S)

Divl Railway Manager(Mech-D)

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Handing over the Centrifugal Lube Oil Cleaner for operation after attending the Overhauling

On completion of the overhauling the contractor will hand over the Centrifugal Lube Oil Cleaner in working condition to the nominated SSE.

Acceptance Test

Contractor(s) is required to submit the Test Certificate as per the format tabulated below for all Online Centrifuge Lube oil cleaners being returned after due maintenance.

Sl.No	Item	Test Values					Remarks
1.	Cut off valve setting pressure						
2	Rotor speed at different pressures	3.0	4.0	5.0	6.0	7.0	
3	Oil flow rate at different pressures	3.0	4.0	5.0	6.0	7.0	
4	Top bush clearance						
5	Bottom bush clearance						

Note: All the tested values should meet as per the RDSO Specification No: MP.0.2600-9 May 2005 (Rev-03).

Time taken for Overhauling

The contractor shall overhaul Centrifugal Lube Oil Cleaner within a total period of 30 (thirty) days, from the time of handing over the Centrifugal Lube Oil Cleaner to the contractor(s) up-to the time taken by the contractor in handing it back to shed. Additional time period may be granted by Sr. DME (Diesel) / Visakhapatnam specifically for completion of the acceptance test. If the contractor(s) fails to successfully complete the acceptance test even after expiry of the extended period LD charges shall be recovered as per the provisions contained in the Indian Railway General Conditions of Contracts. The decision of Sr. DME (Diesel) / Visakhapatnam, regarding extension of dates and results of the acceptance test shall be final and binding on the contractor.

Tenderer (S)/Contractor (S)

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Table-A: Rate Sheet for Schedule – ‘A’					
S. No.	Description of Work	Qty .	Unit	Rate (Rs.)	Amount (Rs.)
	Schedule-‘A’				
A1	Overhauling of Centrifugal Lube Oil Cleaner of Diesel Locomotive at Diesel Loco Shed, Visakhapatnam with dismantling, Cleaning, Assembly and performance testing as per RDSO Maintenance Instruction for Centrifugal Lube Oil Cleaner for Diesel – Electric Locomotive – Report No: MP.MI-28 (Rev.0.00) August-2007 or latest; as amended / revised from time to time including replacement of must change items (A1a to A1d) listed below	128	Job	9980.00	1277440.00
A1a	O' Ring 0102-O or similar				
A1b	O' Ring 0204-O or similar				
A1c	O' Ring 0305-O or similar				
A1d	Gasket 0204-G or similar				
	Total estimated cost for Schedule - 'A' (in Rs.) =				1277440.00

Tenderer (S)/Contractor (S)

Divl Railway Manager(Mech-D)

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Annexure'B'**SCOPE OF WORK FOR SCHEDULE-'B'****SCHEDULE-'B': SUPPLY ITEMS**

Schedule-'B' involves supply of items required for change on condition basis. These components shall be replaced on condition basis while execution of work under Schedule-'A' as per the requirement duly approved by Sr. DME (Diesel) / Visakhapatnam or his authorized representative. The list of items (along with their departmentally estimated rate) is tabulated in Table-B below.

Payment shall be made for each item as per the actual quantity of material supplied / consumed as duly certified by Sr. DME(Diesel) / Visakhapatnam or his authorized representative.

Table-B: Rate Sheet for Schedule – 'B'					
B	List of spares to be used if required during overhauling / testing on condition basis				
1	Cover Assembly				
B1a	Cover Part No. 0101 or similar	15	Nos.	2860.00	42900.00
B1b	Cover Nut Part No. 0102-N or similar	32	Nos.	197.60	6323.20
B1c	Cover Bush Part No. 0102-B or similar	25	Nos.	239.20	5980.00
B1d	Pin Part No. 0102-P or similar	64	Nos.	52.00	3328.00
2	Band Clamp Assembly			0.00	0.00
B2a	Band Clamp Assembly Part No. 0202 or similar	40	Nos.	1820.00	72800.00
3	Body Assembly			0.00	0.00
B3a	Body Part No. 0201 or similar	6	Nos.	8476.00	50856.00
B3b	Shaft Part No. 0203 or similar	20	Nos.	2059.20	41184.00
B3c	Stud Part No. 0203-S or similar	64	Nos.	52.00	3328.00
B3d	Washer Part No. 0204-W or similar	64	Nos.	26.00	1664.00
B3e	Shuttle (COV) Part No. 0204-S or similar	30	Nos.	447.20	13416.00
B3f	Spring (COV) Part No. 0204-SP or similar	64	Nos.	64.48	4126.72
B3g	Plug (COV) Part No. 0204-P or similar	30	Nos.	296.40	8892.00
4	Rotor Assembly			0.00	0.00
B4a	Rotor Upper Part No. 0301 or similar	15	Nos.	5460.00	81900.00
B4b	Stand Tube Part No. 0303 or similar	10	Nos.	707.20	7072.00
B4c	Circlip (1+1) Part No. 0306-C or similar	64	Nos.	52.00	3328.00
B4d	Jacking Nut Part No. 0306-Z or similar	32	Nos.	332.80	10649.60
B4e	Washer (1+1) Part No. 0306-W or similar	64	Nos.	52.00	3328.00
B4f	Rotor Lower Part No. 0302 or similar	15	Nos.	5668.00	85020.00

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B4g	Bearing Tube Part No. 0304 or similar	6	Nos.	2756.00	16536.00
B4h	Pin Part No. 0305-P or similar	64	Nos.	20.80	1331.20
B4i	Nozzle (02 Nos.) Part No. 0305-N or similar	64	Nos.	130.00	8320.00
B4j	Pin (1+1) Part No. 0306-P or similar	64	Nos.	20.80	1331.20
B4k	Top Bush Part No. 0304-T or similar	64	Nos.	520.00	33280.00
B4l	Bottom Bush Part No. 0304-B or similar	64	Nos.	728.00	46592.00
	Bare cost for Schedule - 'B' (in Rs.) =				553486

Note: The rates against items listed in Schedule-‘B’ are inclusive of all taxes like, packing, transportation, forwarding, octroi / entry tax, sales tax etc.

Note:- The total estimated cost of the work is hence Rs. 18,30,926/- (Rupees Eighteen Lakh Thirty Thousand Nine Hundred Twenty Six and only) as sum of estimated cost of Rs 1277440.00 for Schedule-‘A’ (Table-‘A’) and Rs 553486.00 for Schedule – ‘B’ (Table‘B’) as reflected in the respective rate sheets.

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Divl Railway Manager/Mech(D)

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Terms and Conditions:

1. The work shall be completed in all respects with in 12 (Twelve) months from the date of issue of letter of acceptance of tender.
2. The S.E.Rly schedule of labour and material rates Part-I, Volume-I Revised Edition 1992 for Waltair Division and Part-II,III & IV of General Conditions of contract and standard specifications Volume-2 of 1994 with up-to date correction slips applicable to this contract and binding on the contractors.
3. The Basic costs/quantities provided in the schedule are approximate and liable to vary up-to 25% on either side as per variation clause provided in the tender document.
4. The work shall be executed in accordance with the approved drawing and standard specification.
5. The rates accepted shall be inclusive of all charges such as royalty, cess surcharge, Octroi, entry fare, labour, tools, plants, loading, unloading, lead, lift transportation with all taxes, leviable by the State / Central Government and other local bodies from time to time and all other incidental charges (except service tax which is dealt with in item No. 10 below).
6. No Compensation towards any accident what so ever will be paid by the Railway.
7. The contractor(s) shall have to carryout the work in an Electrified section, He/they will be responsible for safe working of trains, traffic and safety of his/their men.
8. All safety precautions shall be observed as directed by the Railway's representative at site and the contractor shall have responsible to ensuring the safety of properties. The Railway administration is reserves the rights to claim any damages on account of non-observing safety precautions.
9. Where there is partial dismantling the contractor(s) shall ensure that the parts not required to be dismantled should not be damaged in any way and such damages if any shall have to be made good by the contractor(s) at their own cost.
10. Service Tax: The rates tendered shall exclude service tax for which the procedure is listed below:
 - (a) All rates quoted in the tender shall be deemed to be inclusive of all taxes/royalties payable by the contractor(s) to the Government or Public body or local authority except service tax and no additional amount will be paid or claim entertained on this account by the Railway.
 - (b) Offer of the Tenderers who quote service tax inclusive will be summarily rejected, unless the amount of service tax reckoned by them is indicated separately and clearly.

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Divl Railway Manager(Mech-D)

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- (c) Actual service tax (without interest) is applicable if any will be reimbursed subject to production of authentic documentary evidence of this tax having been actually paid to the Government of India by contractor during execution of work or before passing of final bill.
- (d) The documentary evidence must indicate agreement No/Acceptance letter No. along with name of work duly indicating the amount of service tax actually paid by the contractor to the Government of India and this should be produced either during the currency of the contract or before passing the final bill.

Tenderer (S)/Contractor (S)

**Divl Railway Manager(Mech-D)
E.Co.Railway/WALTAIR**

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SPECIAL ATTENTION FOR THE TENDERS

1. Mode of payment: The on account payments shall be released up-to a maximum of 90% of agreemental value for. Final bill beyond 90% of the value of the contract as the case may be shall be paid only after sanction of variations and execution of supplementary agreements.
2. Bill Period: Bill will be raised on monthly basis for the work certified as completed as per the scope of work for (i) the unit (i.e. no. of Centrifuge) completed under schedule-A and (ii) the quantity of supply effected (for each individual item) as per Schedule-B. The bill should be accompanied with Inspection certificate, Test Certificates, challan, consignees receipt certificate along with guarantee certificate. Bill correct in all respect shall be sent to the consignee Sr.DME(D)/VSKP in triplicate.
3. Tenderer to give consent in a mandate form for receipt of payment through ECS/EFT. (Sample Format enclosed as Annexure –II).
4. Tenderer to provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account type, Bank A/C No. and Branch code as appearing on MICR cheque issued by bank.
5. Tenderer to attach certificate from their bank certifying the corrections of all above mentioned information as mentioned in Para (ii) above.
6. In case of non-payment through ECS/EFT facility is not available; payment will be released through cheque.
7. Tenderer must ensure all documents credentials, Indemnity Bond and certificate in original offer and also summarized in the sample standard format as enclosed in Annexure –I to Annexure - V.
8. Income Tax: In terms of Income tax 1961, as amended from time to time, the Railway Administration shall at the time arranging payment to the contractor for carrying out the work under this contract, be entitled to deduct income tax at the rate of 2% of gross value of bill along with surcharge on income tax at the rate of 10%, and 3% education cess on IT & SC comprised in the sum of such payments. The Railway administration shall furnish a certificate to the extent of income tax deducted at source under this contract.
9. AP VAT: AP VAT @2.8% of the contract value will be charged.

Tenderer (S)/Contractor (S)

Divl Railway Manager(Mech-D)

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East Coast Railway

TENDER FORM SECOND SHEET

Conditions of Tender and the particulars about the Tenders in connection with the work mentioned hereunder

1 General:

Sealed tenders on prescribed forms are invited from experienced contractors for and on behalf of the president of India acting in the premises through the Divisional Railway Manager/ Add.Divl. Railway Manager/ Sr. Divl. Mechanical Engineer (Diesel) of East Coast Railway at Waltair (therein after referred to as the Railway Administration) for the under mentioned work.

Sl.No	Name of the work	Approx. Value of the Contract(Rs)	Total Earnest money to be deposited with Tender (Rs)
1	"AMC for yearly maintenance of Online Centrifuge"	Rs. 18,30,926/-	Rs 36,619/-

Tenders will be received upto 13:30hrs on 26.06.2009.

1. SUBMISSION OF TENDER FORMS:

Tenders must be enclosed in a sealed cover subscribed with the name of work **"AMC for yearly maintenance of Online Centrifuge."** and must be sent by Registered post to the address of the Divl. Railway manager (Mech-D), East Coast Railway, Waltair so as to reach this office not later than 13:30hrs on **26.06.2009** or deposited in the special sealed box allotted for the purpose in the office of the DRM(Mech-D), East Coast Railway, Waltair. **Offers received through FAX and found in the tender box at the time of opening of the tender and complete in all respects and duly signed by the authorized signatory shall be treated as in time offer, subject to the firm/firms submitting post confirmation copy, duly signed by the authorized person as per the tender conditions within 10 (Ten) working days from the date of opening. The tender box will be closed at 13:30 hrs on 26.06.2009 and shall be opened at 14:00 hrs on the same day in presence of such of those tenderers or their representatives present.**

Tenderer (S)/Contractor (S)

Divl RailwayManager(Mech-D)

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2. STUDY OF SOR 92, G.C.C & SPECIAL CONDITIONS:

Instructions to Tenderer(s), General Condition of contract and standard specifications for materials and specimen agreement form are laid down in Vol-II of the S.E.Railway General Condition of contract and standard specification, part-II, III & IV of 2001 together with upto date correction slips which can be seen at the office of the Divl. Railway Manager (Mech/D Branch) East Coast Railway, Waltair and can be had on payment of Rs. 200/- per copy. the contractor(s) must ensure that he/they has/have purchased schedule of labour and materials rates Pt-I, Vol-I of 1992 and parts –II, III & IV of General conditions of Contract of standard specifications volume –II printed in 2001 with upto date correction slips attached there-to of S.E.Railway and gone through all the conditions of contract and rates specifications etc, embodied there-in. They should in their interest be well acquainted with site of work.

3. CONFLICT BETWEEN CONDITIONS:

When there is any conflict between the instructions to tender with additional special conditions and with stipulations contained in the schedule of items on the one hand and the S.E.Railway Schedule of labour and materials rates part-I, Vol-II of 2001 with upto date correction slips on the other hand the former shall prevail.

4. CARE IN SUBMISSION OF TENDERES:

- (a) before submitting a tender 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 General Conditions of contract for the completion of works to the entire satisfaction of the Engineer.
- (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.

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5. RIGHT OF RAILWAYS:

Special attention of the Tenderer/ contractor is also drawn that the Railway reserves the right not to invite tenders for any work or works or to invite open tenders or limited Tenders and when tenders are called to accept in whole or in part or reject any tender or all tenders without assigning any reasons for such action.

6. ELIGIBILITY CRITERIA:

The Tenderer who wish to participate in the tender should fulfill the “ELIGIBILITY CRITERIA” as prescribed in the tender notice, if applicable. The Tenderer (s) are requested to submit the documents along with the tender offer as mentioned in the tender notice. The other terms & conditions as prescribed in tender notice such as joint ventures, partnership firm etc, shall also applicable.

7. DRAWINGS:

The drawings for the work can be in the office of the DRM (Mech - Diesel)/East Coast Railway on any working day during office hours.

8. EARNEST MONEY:

8.1(a) The tender must be accompanied by a sum equivalent to the following which shall be rounded to the nearest Rs. 10/-.

Value of the work (Tender value)	EMD
For works estimated to cost upto Rs. 1 crore	2% of the estimated cost of the work
For works estimated to cost more than Rs. 1 crore	Rs. 2 lacs plus ½% (half percentage) of the excess of estimated cost of work beyond Rs. 1 Crore subject to a maximum of Rs. 1 crore.

8.1 (b) RESILE OR MODIFICATION OF TERMS & CONDITIONS:

It shall be understood that the tender documents have been sold/issued to the Tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the DRM/ADRM/Sr.DME(Diesel)/E.CoRly/WAT should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be to be forfeited to the Railway.

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8.1 (c) RETAINING OF EMD TOWARDS PART OF SECURITY DEPOSIT:

If the tender is accepted the earnest money mentioned in Sub-Clause (a) above will be retained as part of 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.

8.1 (d) The scheme of standing earnest money deposit/ permanent earnest money deposit is dispensed forthwith for all tenderers.

8.2 THE EARNEST MONEY SHOULD BE IN CASH OR IN ANY OF THE FOLLOWING FORMS:

- (a) (i) Deposit receipts, pay orders, demand drafts. These forms of earnest money could be either of State Bank of India or of any of the nationalized Banks. No conformity advice from the Reserve Bank of India will be necessary.
- (ii) Deposit receipts executed by the schedules Banks (other than the State bank of India and the Nationalized Banks) approved by the Reserve Bank of India for this purpose. The Railways will not, however, accept deposit receipt without getting in writing the concurrence of the Reserve Bank of India.
- (b) The earnest money may be accepted in the following forms:
 - (i) A deposit in cash,
 - (ii) Government Securities at 5% below the market value,
 - (iii) Deposit receipts or demand drafts of the Nationalized Banks,
 - (iv) A deposit in the Post office Saving Bank
 - (v) National Savings Certificate
 - (vi) Twelve year National Defense Certificate
 - (vii) Ten year Defense Deposits
 - (viii) National Defense Bonds
 - (ix) National Savings Certificates
 - (x) Time Deposit account which came into force on 16.03.1970 and notified under Ministry of Finance, Notification No: F3 (7)NS/70 dtd: 28.02.1970.
 - (xi) IRFC Bonds

NOTE: (vi) to (viii) these certificates/bonds shall be accepted at their surrender value.

The Tender must be accompanied by a sum as shown in Clause-8.1(a) above as earnest money deposit in cash with the Divl. Cashier, East Coast Railway/Waltair and money receipt enclosed to the Tender or any of the forms mentioned under clause No: 8.2(a) & 8.2 (b) respectively.

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8.3 The instrument submitted towards EMD should be obtained in favour of FA & CAO, East Coast Railway/Bhubaneswar, payable at Visakhapatnam.

8.4 The tenders unaccompanied by the requisite earnest money deposit in acceptable form shall under no circumstances be entertained and shall be summarily rejected.

8.5 On no account should the tenderer send the amount in Government currency notes or cheques (other than banker's Cheque issued by Nationalized/ Scheduled Banks). No reference to previous deposits of earnest money against the present tender can be accepted.

9. SECURITY DEPOSIT:

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

10. MODE OF DEDUCTION OF SD:

10.1 The Security deposit/ rate of recovery/mode of recovery shall be as under:-

- (a) Security Deposit for each work shall be 5% of the contract value.
- (b) The rate of recovery shall 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 the form of instruments like bank Guarantee, Fixed Deposit etc shall be accepted towards security deposit.

10.2 Security Deposit shall be released only after the expiry of the maintenance period and after passing the final bill as certified by the competent authority based on "No Claim Certificate". The certificate, interalia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor(s) and that there is no due from the security deposit, an unconditional and an unequivocal No Claim Certificate from the contract concerned should be obtained.

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- 10.3** No interest will be paid on the said earnest money and the security deposit or amounts payable to the contractor under the contract.

11. PERFORMANCE GUARANTEE:

- (a) The successful bidder should give a performance guarantee (PG) amounting to 5% of the contract value. This is in addition to the security Deposit to be recovered in cash from the running bills of the contractors.
- (b) A performance guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of agreement. The performance guarantee (PG) shall be submitted within 15 days after the issue of LOA. This guarantee shall be initially valid up-to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of performance guarantee extended to cover such extended time for completion of work plus 60 days.
- (c) The performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent Authority stating that the contractor has completed the work in all respect satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on "No claim Certificate".
- (d) Wherever, the contract is rescinded, the security deposit shall be fortified and the performance guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member /partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- (e) 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.

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- (ii) Failure by the contractor to pay President of India any either amount due, 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 fortified in full and shall be absolutely at the disposal of the President of India.
- (f) The successfully bidder may give performance guarantee amounting to 5% of the contract value in any of the following forms:
- (i) A deposit of cash,
 - (ii) Irrevocable Bank guarantee
 - (iii) Government securities including State loan Banks at 5% below the market value.
 - (iv) Deposit receipts, pay orders, demand Drafts and Guarantee bonds. These forms of performance Guarantee could be either of the State Bank of India or any of the nationalized banks.
 - (v) Guarantee Bonds executed or deposits receipts tendered by all scheduled banks.
 - (vi) A deposit in the post office savings bank.
 - (vii) A deposit in the National Savings Certificates
 - (viii) Twelve years National Defense Certificates
 - (ix) Ten years Defense Deposit
 - (x) National Defense Bonds, and
 - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also FDR in favour of FA&CAO/East Coast Railway/BBS, (free from any encumbrance) may be accepted.

(g) The validity period and amount of performance bank guarantee shall simultaneously be extended/enhanced along with request for sanction of extension of time to the original contract period as well as enhancement in original contract value (if any). The contractor has to extend the validity of the performance bank guarantee on his own while for extension of time or before the execution of supplementary agreement covering such extension.

(h) For works without maintenance period, the above performance bank guarantee shall be valid upto 60 day beyond the date of completion.

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12. CONSITUTION OF FIRMS:

- (a) Tenders should specially and fully disclose their respective constitutions and submit along with tender attested copies of documents like partnership deed, articles or memorandum of Association, certificates of Incorporation etc. If any, in support of such disclosures. If a tenderer is a firm i.e. a partnership business it should be stated whether the name of the firm is registered under the Indian partnership Act and the names and addresses of all the partners of the firm should be fully disclosed. The Railway Administration shall always have the liberty to ask for production of the Originals of the said documents and also make out further and other requisitions regarding the constitutions of the tenderers as may be considered necessary from the time to time.
- (b) When the work is tendered by a firm or company of contractors, the Tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
The Railway will not be bound any power of attorney granted by the Tenderers or by changes in the composition of the firm made subsequent to the execution of the contract. It may however recognize such power of attorney and changes after obtaining proper legal advise and the cost of which will be chargeable to the contractor as following:
- (i) For initial vetting Rs. 100/-
 - (ii) For subsequent vetting Rs. 30/-
- (c) If the Tenderer (s) deliberately gives/give wrong information in his/their or creates/create circumstances for the acceptance for the acceptance of his/their tender, the Railway reserve the right to reject such tender at any stage.
- (d) If the Tenderer(s) expires after the submission of his/their tender or after the acceptance of his/their tender, the Railway shall deem tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender and cancelled, unless the firm retains its character

13. PROVISION OF ROOM/SHED FOR STORAGE:

Adequate room / shed will be provided (near the site of work) by Railways, free of cost, to the Contractor for Storage of materials pertaining to execution of this contract.

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14. VALIDITY OF OFFER:

The Tenderer(s) shall keep the offer open for a minimum period of **90 (Ninety) days** from the date of opening of the tender within which period the tender can not withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contravening/ contravention of the above conditions will make tender for forfeited of his earnest money deposit for the performance of the foregoing stipulations.

15. AUTHORITY OF ACCEPTANCE:

The authority for the acceptance of the tender will be rest with CME/BBS/DRM/ADRM/Sr.DME(D)/East Coast Railway/Waltair who does not bind himself to accept the lowest or any tenders not deposit the undertake to assign reason for the declining to consider any particular tender.

16. EXECUTION OF AGREEMENT:

The successful Tenderer(s) shall be required the agreement with the President of India through the CME/BBS/DRM/ADRM/Sr.DME(D)/East Coast Railway/Waltair .

17. EXECUTION OF CONTRACT AGREEMENT (DOCUMENT):

The Tenderer whose tender is accepted shall be required to appear in person at the office of the Divisional Railway Manager concerned Engineer, as the case may be or , if a firm or corporation, duly authorized representative shall so appear and execute the contract documents within 15 (fifteen) days after the notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement by the acceptance of the tender in which case the full value of the earnest money submitted along with the tender stands forfeited without prejudice to any other right or remedies. In the event of any tenderer whose tender is accepted refuses 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 acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the earnest money. The provisions contained in tender papers shall form part of the contract agreement. In any respect about which any of the provisions in the said agreement form can not be reconciled with any of the provisions in the tender papers the later shall prevail.

18. PROGRAMME OF WORK:

The tenderers are required to submit a Bar Chart to showing the programme to complete the work within the stipulated completion period as mentioned in the tender notice. The work will be carried out to a fixed programme by the Railway. The method and system of carrying out the works will be prescribed by the Engineer – in-charge of the work or his representative.

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19. APPRENTICE ACT:

The contractor shall be responsible to ensure compliance with the provisions of the Apprentice Act 1961 and the Rules and orders issued there under from time to time in respect of appreciation directly or through their petty contractors or sub contractors employed by him for the purpose of carrying out the contract.

If the contractor directly or through petty contractors or sub contractors fail to do this failure will be a breach of the contract and the Railway may in its discretion rescind the contract, the contract shall also be liable for any pecuniary liabilities arising on account of any violation of the provisions of the Act.

NOTE: The Contractor (s) is/are required to engage apprentices when works are under taken by the last for a period of one year or more and/or the cost of the work is rupees one lakh or more.

20. TOOLS & PLANTS:

It should be clearly understood that it is entirely contractor's responsibility and liability to find, procure all the machine tools and plant and their spare parts that are required for efficient and methodical execution of the work duly in procurement of such items due to their non-availability or important on any matter in question disputes, difficulties or any other causes what –so- ever will not be taken excuse for slow or non- performance of work.

21. ALL INCLUSIVE OF RATE :

The rates tendered to be inclusive of all charges and all taxes like Sales tax, Income tax, Entry tax, VAT etc. Royalty, Cess charges levied by the union of India, State Government and Local Bodies etc, from time to time including surcharges. However the rates tendered shall exclude service tax for which the procedure is listed below:

- (a) All rates quoted in the tender shall be deemed to be inclusive of all taxes/royalties payable by the contractor(s) to the Government or Public body or local authority except service tax and no additional amount will be paid or claim entertained on this account by the Railway.
- (b) Offer of the Tenderers who quote service tax inclusive will be summarily rejected, unless the amount of service tax reckoned by them is indicated separately and clearly.

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- (c) Actual service tax (without interest) is applicable if any will be reimbursed subject to production of authentic documentary evidence of this tax having been actually paid to the Government of India by contractor during execution of work or before passing of final bill.
- (d) The documentary evidence must indicate agreement No/Acceptance letter No. along with name of work duly indicating the amount of service tax actually paid by the contractor to the Government of India and this should be produced either during the currency of the contract or before passing the final bill.

22. RECOVERY OF CONSERVANCY CESS CHARGES (RAILWAY BOARD'S LETTER NO. F(X) i/95/1/1 DTD: 31.05.2006):

- (a) if the contractor's labour are employed at station and colonies where Railway sanitary facilities do exists, recovery shall made at the rate as detailed below:

Railway contractors	Avg no. labourer or workman employed per day	Proposed conservancy cess charges to recovered per month
Mechanical Works Contractor	1 to 5	Rs. 64/-
	6 to 10	Rs. 126/-
	11 to 25	Rs. 317/-
	26. to 50	Rs. 462/-
	51 to 100	Rs. 620/-
	101 to 200	Rs. 779/-
	201 to 300	Rs. 937/-
	301 to 750	Rs. 1082/-
	751 to 1500	Rs. 2176/-
	1501 to 3000	Rs. 4353/-
	3001 & over	Rs. 8694/-

- (b) In respect of Contractors labours working between stations are at isolated places where Railway sanitary facilities do not exist, recovery shall not be made.
- (c) Supply contractors may be exempted from the purview of recovery of cess charges.
- (d) No conservancy cess charges shall be recovered from the contractors who are engaged for removal of night soil and rubbish from the Railway colonies.
- (e) No charges are recoverable wherever no services are provided.

23. VARIATION QUANTITIES:

- 23.1 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.

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23.2 In case increase in quantity of an individual item by more than 25% of the agreement quantity is considered as unavoidable, the payment shall be made at the following rate:-

- a). For the 1st 15 % increase in the value beyond 25 % of agreemental value, the rates will have a reduction of 2 % in the incremental value of the agreement.
- b). For the next 10 % increase in the value, rates will have and additional reduction of 2 % in further incremental value of the agreement.

23.3 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).

23.4 In the event of any reduction in quantity/ quantities to be executed for any reason what so ever, the contractor shall not be entitled to any compensation but shall be paid for the actual quantity of the work done.

23.5 Any extra claim from the contractors on the above account shall not be entertained under any circumstances; payment shall be made on the basis of detailed measurements of the finalized works as shall be recorded by the Engineer or his representative.

24. WAGES:

- (a) Wages shall be paid by the Contractor to the workmen, directly without the intervening of any Railway representative and that the Contractor shall ensure that no amount by way of commission or other unauthorized deductions is deducted or recovered from the wages of the workmen.
- (b) The contractor shall be liable for adherence to Payment of Wages act (1936, 2005), Minimum wages act (1948) and other relevant Central/State Laws/Rules to Labour/workmen.

25. COMPENSATION FOR ACCIDENT:

No compensation towards any accident what-so-ever will be paid by the Railway.

26. RATES:

The rates quoted by the Tenderer and accepted by the railway Administration must hold good till the completion of the work and shall not be subjected to any fluctuation. No claim on this account what-so-ever shall be entertained at any stage.

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27. BONDED LABOUR ABOLITION ORDINANCE:

Observation of bonded labour system (Abolition) ordinance 1975. The bonded labour system (Abolition) ordinance 1975 would apply to the present contract. The Contractor(s) / Tenderer(s) shall duly observe the provision thereof.

28. CO-OPERATIVE SOCIETY:

If a tenderer is a Co-operative Labour Contract Society/ Vendors, Co-Operative Society in any capacity nor shall there any close relative of the contractor or Ex.Contractor association with the Society as an office bearer.

In case of breach of the above provision, the Railway reserves the right to terminate the contract with the society at any time without assigning any reason after giving notice of a month to the society.

NOTE: In case of labour Co-operative society only 50% of the earnest money normally taken from the contractors shall be obtained in respect of works contract.

29. NIGHT WORKING:

Though normally no work is carried out in night i.e. from sun set to sun rise the progress of the work if not coming up to the time schedule laid down in clause above the Engineer-in –charge can order for night working by the contractor and the contractor shall make all arrangements for adequate lighting and safety precautions etc, for night working with prior permission of competent authority.

30. OTHER CONCURRENT WORKS:

The contractor should take note that the Railway may carry out other works through departmental labour or through other agencies in the same site.

31. LOCAL CONDITIONS:

The tenderers are advised to visit the site of work and investigate actual conditions, regarding nature and difficulties involved availability of materials, water and labour, probable sites for labour camps, store godowns etc. they should also satisfy themselves as to the source of supply and sufficiency and adequacy for their respective purpose of different materials referred to in the specifications or indicated in the drawings, the extent of lead and lift involved in the execution of work and any other difficulties involved in the execution of work should also be examined before quoting the rates for complete items of work described in the schedules. Plans and drawings concerning the above work may be inspected in the office of the Sr.DME (Diesel) / Visakhapatnam on any working day.

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During the execution of works adequate precautions shall be taken by the contractor to protect the Railway Property. In case any Railway property is damaged a suitable amount shall be levied and recovered from the contractor. The decision of the Engineer-in-charge regarding attributing responsibility shall be final and binding on the contractor and this issue shall be treated as “Excepted matter” for arbitration.

32. SETTING OUT WORKS:

The contractor is to set out the whole of the work in consultation with the Engineer and will rectify any errors which may arise there in and provide efficient and sufficient staff and labour. The contractor shall also alter or amend any errors in execution of work to the satisfaction of the Engineer or of his authorized representative without claiming any compensation for the same.

33. EMERGENCY WORKS:

In the event of any accident or failure occurring in or around the work or arising out of or in connection with the construction erection, completion or maintenance of the work which in the opinion of the Engineer require immediate attention the Railway, may use its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor is not in a position to do so, in time and charge the cost there of, as determined by the Engineer to the contractor.

34. EXPENSES FOR AGREEMENT:

All expenses in drawing up the agreement and stamp duty if any will be borne by the Railway Administration.

35. LOSS OF WORK ORDER:

A penalty of Rs. 10/- (Rupees ten only) will be recovered from the contractor for loss of each copy of his work orders.

36. LABOUR LICENSE:

The contractor shall obtain labour license from the concerned Assistant Regional labour Commissioner (Central) as per contract labour (Regulation & Abolition) Act 1970 and rules framed there under in case he is required to engage more than the stipulated limit in the Act. Any violation of this will make the contractor liable for action as per the aforesaid Act and Rules.

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37. FIRST AID FACILITIES:

In terms of para 19 of “ The contract labour and (Regulation & Abolition) Act 1970”, the contractor should provide and maintain a “**First Aid Box**” equipped with the prescribed contents at every place during the all working hours where contract labour is employed by him/them.

38. ANTILARVAL WORK:

During execution of the work against this contract the contractor(s) will be responsible for “**ANTILARVAL**” work at his/their own cost.

39. EMPLOYMENT OF GRADUATE / DIPLOMA HOLDERS BY CONTRACTOR :

Tenderers/ Contractors after award of the contract shall be required to employ unemployed Engineering Graduate / Diploma Holders on monthly salary and or the duration indicated below:

Contract Value	No. of Engg. Graduates or Diploma Holders	Monthly Salary	Duration
Rs 15 Lakhs and above	1 Graduate Engineer	Not less than Rs 4000	During the period of currency of contract.
Above Rs 5. Lakhs and less than Rs 15 Lakhs	1 Qualified Civil Engg. Diploma Holder (Over seers)	Not less than Rs 2000 each	

In case of the contractor fails to employ the Technical staff as aforesaid, he shall be liable to pay a sum of Rs. 4,000/- (Rupees Four thousand only) for each month of default in case of Graduate Engineer and Rs 2,000/- (Rupees Two thousand only) for each month of default in case of Diploma holder. The decision of the Engineer-in-charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor. However, requirement of number of Graduate Engineers for work above Rs. 15 Lakhs will be decided by Engineer based on actual value and quantum of work and site conditions.

Tenderer (S)/Contractor (S)

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Sn
F/R
B/R

40. The contractor with the help of his site Engineer or Diploma Holder, as the case may be, shall arrange to make necessary drawing, sketches, plotting, etc., as directed by the Engineer-in-charge or Authorised Railway Representative, for the purpose of execution and/or making initial/final drawings for approval along with work order in specific cases as insisted by the Railway. No extra cost will be paid by the Railway on this account.

41. DETERMINATION OF CONTRACT:

Right of Railway to determine the contract under clause no. 61 & 62 of GCC is applicable.

42. USE OF RAILWAY MATERIALS:

If ordered by the Engineering – in – charge or authorized railway representative the tenderer shall use Railway material, in the execution work and the tenderer has no right to refuse such orders.

43. WARRANTY:-

All the Spares, items and the working of the Centrifugal Lube Oil Cleaner must be under warranty for a minimum period of 12 months from the date of overhauled and the final acceptance of the Centrifugal Lube Oil Cleaner or supply of material (in case of separate supply of material under Schedule – ‘B’). During this period the contractor is liable to arrange for immediate repairs/replacement of the defective parts/equipment free of cost and put the Centrifugal Lube Oil Cleaner in to normal working order within 10 days from the date of sending information to the contractor otherwise a penalty of Rs. 100/- per day per Centrifugal Lube Oil Cleaner will be imposed. Such replacement shall further carry a warranty of one year from the date of replacement/repair.

44. “SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION RULES” (Arbitration & conciliation Ordinance 1996) :-

Clause No. 63 & 64 general conditions of contract (GCC) have been revised in view of the promulgation of the arbitration and conciliation ordinances 1996. Revised Arbitration Clause as per Railway Board’s letter No. 2003/CE-I/CT/4, Dated 09.10.2003 shall applicable to this contract.

Tenderer (S)/Contractor (S)

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B/R

45. RELEASED MATERIAL:

All materials released during execution of this work will remain the property of Railways, and shall be handed over back to Railways by the contractor(s).

46. PAYMENT OF STATUTORY VARIATION IN TAXES AND DUTIES:

The unit prices quoted by the tenderer accepted by the Railways shall be firm. In case of mutual agreement between the tenderer and the Railway in statutory variation of taxes and duties are payable shall be applicable for both upward and downward revision of levies and shall be on clear terms and conditions claim against "Statutory Variation in Taxes and Duties" if any, shall only payable by the Railway along with the final payment subject to claim for reimbursement for additional payment to the contractor are accepted on production of the original requisite documents. However, the purchaser will not be responsible for the payment of duties and taxes made by the Tenderer under misappropriation of law.

47. PENALTY AND RECOVERY:-

The contractor should complete whole of the work in all respects on or before the date fixed by the Railways or any authorized extension or thereof. The Railway Administration is entitled to recover LD sharges.. The contractor shall accept the consequent reduction in the total amount payable to him by the Railway administration based on per week of the actual delay occurred and until the work shall have been completed under the contract and such reduction shall be accepted by the Railway administration in full satisfaction in the contractor's liability arising from delay only. The Railway administration shall at his sole discretion, specify a time limit within which the unfinished portion of the work shall be completed. In the event of failure of the contractor, the Railway administration shall be at liberty to take action in accordance with the provision in Clause 62 of General Conditions of Contract, 1999

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B/R

48. CONSIGNEE:

The Consignee for the above work will be the Sr.Section Engineer (Diesel), Diesel Loco Shed / East Coast Railway / Visakhapatnam.

49. PLACE OF WORK:

The Tenderer shall indicate in his offer the full address of the premises where he proposes to carryout the conversion works involved. Firm should have requisite testing facility at their place of work for testing.

50. INDEMNITY BOND:

On receipt of Letter of Acceptance, the Contractor(s) shall furnish an Indemnity Bond (in the format enclosed herewith as **Annexure – III**). The value of the Indemnity Bond shall be for a maximum quantity of 10 No. of Online Lube Oil Centrifuge Cleaners, which are likely to be with the firm at a time for due maintenance. The value of the indemnity Bond shall be $10 \times 23360 = \text{Rs. } 2,33,600$ lakhs (i.e Rupees Two Lakhs Thirty Three Thousand and Six Hundred Only). The contractor(s) shall be liable for any loss or damages in material which is in contractor(s) possession (including transportation), the cost of the material damaged / lost shall be recovered from the contractor at the market rates as decided by Railways. No claims shall be entertained by Railways on this account.

51. COMPLETION PERIOD:

This contract will be valid for 12 months from the date of issue of letter of acceptance from Railway by Competent Authority until and unless extended. No price variation clause is applicable.

52. LATE DELIVERY CLAUSE:

The quantity spared to the firm shall be returned back duly overhauled as per collection & delivery clause, failing which liquidated damages will be levied @ $\frac{1}{2}\%$ per week or part thereof subject to max. of 10% calculated on total value of the lot spared. Any default in not returning full or any part of quantity will entail levy of L.D. for the delayed quantity only. Such L.D will be recovered from the outstanding bills of the contractor as per General conditions of Contract of Railway.

53. TEST CHECK:

Test check at a rate of 10% at Astt. Scale (i.e. AME level) and 5% at Senior Scale Level (i.e. DME level) shall be conducted over the quantity of executed works.

54. GCC BINDING:

The S.E.Railway schedule of Labour and Material rates Part-I, Volume-I Revised Edition 1992 for Waltair Division and Part-II, III, IV of Volume-II of 2001 containing General conditions of contract and standard specification with upto date correction slips applicable to this contract and binding on the contractors.

Tenderer (S)/Contractor (S)

Divl Railway Manager(Mech-D)

Sn
F/R
B/R

55. ARBITRATION :

Clause No.63 & 64 of General Conditions of Contract (GCC), have been revised in view of the promulgation of the Arbitration and Conciliation Ordinance, 1996. Revised arbitration Clause as per Rly. Boards Lr.No: 2003/CE-I/CT/4, Dtd 09.10.2003.

Instructions to Tenderer(s), General Condition of contract and standard specifications for materials and specimen agreement form are laid down in Vol-II of the S.E.Railway General Condition of contract and standard specification, part-II, III & IV of 2001 together with upto date correction slips which can be seen at the office of the Sr.DME(D)/WAT, East Coast Railway, Waltair and can be had on payment of Rs. 200/- per copy. The contractor(s) must ensure that he/they has/have purchased schedule of labour and materials rates Pt-I, Vol-I of 1992 and parts -II, III & IV of General conditions of Contract of standard specifications volume -II printed in 2001 with upto date correction slips attached there-to of S.E.Railway and gone through all the conditions of contract and rates specifications etc, embodied there-in. They should in their interest be well acquainted with site of work.

It is implied that the contractor(s) has/have read and abides/abide by the conditions stated there in and in the S.E.Railway schedule of labour and materials rates Pt-II, III & IV Volume – II printed in 2001 with upto date corrections slips.

Tenderer(s)/Contrator(s)

**Divl Railway Manager(Mech-D)
E.Co.Rly/WAT**

The above particulars, instructions and conditions are understood and accepted by me.

Tenderer (S) / Contractor (S)

Annexure-I***CREDENTIALS OF TENDERER***

01]	NAME AND FULL ADDRESS	
02]	NATURE OF BUSINESS ACTIVITIES	
03]	ADDRESS & LOCATION OF FACTORY/WORKSHOP	
04]	NO. OF EMPLOYEES IN EACH FACTORY/WORKSHOP	
05]	DETAILS OF QUALIFIED ENGINEERS INCLUDING RETIRED RAILWAY ENGINEERS IF ANY	
06]	DETAILS OF TECHNICAL CONSULTANTS OF TECH. COLLABORATIONS IF ANY	
07]	CAPITAL INVESTMENT AND ANNUAL TURNOVER	
08]	BANKERS & THEIR REFERENCE	
09]	DETAILS OF INTERNAL INSPECTION & QUALITY CONTROL ORGANISATION IF ANY	
10]	DETAILS OF MACHINERY & PLANT AND THEIR CAPACITIES MAY BE INDICATED	

Form No E-5**Annexure –II*****NATIONAL ELECTRONIC FUND TRANSFER*****ELECTONIC CLEARANCE SERVICE (CREDIT CLEARING)****MODEL MANDATE FORM****(Investor's/ Customer's option to receive payments through Credit Clearing Mechanism)****(NAME OF THE SCHEME AND THE PERIODICITY OF PAYMENT)**

No.

1. Investor / Customer's Name :
2. Particulars of Bank :
- a) Name of the bank :
- b) Name of the branch :
- Address :
- Tele Phone No :

c) 9 digit code number of the bank and
branch appearing on the MICR
cheque

Issued by the bank

d) IFSC Code of branch

e) Type of Account

(current/Savings/Cash

credit with code 10/11/13)

f) Ledger and ledger folio no

g) Account Number (appearing on
cheque

book)

(In view of the bank certificate to be obtained as under, please attach a bank cancelled cheque or photocopy of a cheque or front page of your savings pass book issued by your bank for verification of the above particulars)

1. Date of effect

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information. I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Date:

Signature of the Investor/Customer

—

Certified that the particulars furnished above are correct as per our recorders

Bank's stamp**Signature of authorized Official of the bank**

Annexure-III**To****The President of India****Acting through the Sr.Divl. Mech .Engineer (Diesel)**

EAST COAST RAILWAY, Diesel Loco Shed

Kancharapalem (PO) Visakhapatnam PIN – 530 008 [A.P]

INDEMNITY BOND

KNOW ALL MEN BY these presents that we,
 _____ a company /
 partnership firm / proprietary firm incorporated under the Indian Companies act /
 Partnership act having our registered office at _____ and carrying on trade and
 business at _____ in district _____ in the State of _____ [herein
 after called the obliger are held firmly bond upto the President of India acting through
 Senior Divl. Mech. Engineer[Diesel] / EAST COAST RAILWAY Administration] in the
 sum of Rs. _____ [Rupees _____] to be paid in Visakhapatnam
 to the EAST COAST RAILWAY Administration for which we hereby fine ourselves for
 the whole our and each and every of our executors, administrators, representatives and
 assigns upto the EAST COAST RAILWAY Administration firmly by these present dated
 this day of _____ Two thousand and _____.

WHERE the obliger has received the materials as per schedule below from the
 Senior Divl. Mech. Engineer[Diesel] / EAST COAST RAILWAY/Visakhapatnam of the
 EAST COAST RAILWAY Administration for the purpose of repairs of the
 _____ for which an order no. _____ dtd: _____ has been placed
 with the obliger by the Senior Divl. Mech. Engineer[Diesel / Visakhapatnam of the
 EAST COAST RAILWAY Administration and be entirely responsible for the safe
 custody and protection of the materials as per schedule below against all risks till the
 materials as per schedule below against all risks till they are delivered duly repaired as
 _____ fit to be put into service and shall identify the EAST COAST RAILWAY
 Administration against any loss, damage or deterioration what-so-ever in respect of the
 said materials which in obliger's custody and possession and against disposal of surplus
 materials and the said materials shall at all times be open to inspection by any officer
 authorized by the EAST COAST RAILWAY.

And further conditions of the above written bond or obligation are such that
 should any loss, damage or determination of materials occur, the EAST COAST
 RAILWAY Administration shall be entitled to recover from the obliger full cost of the
 materials values at Rs. _____ [Rupees _____] together
 with all costs, charges, expenses and interests and shall otherwise indemnify and save-
 harmless and kept indemnified the EAST COAST RAILWAY Administration on account
 of the aforesaid entrustment of materials of the EAST COAST RAILWAY
 Administration as per schedule of the obliger.

Then in such case the above written bond of obligation shall be void and of no
 effect, otherwise the same shall be and remain in full force and virtue.

SCHEDULE OF MATERIALS

[NOS. _____] [_____ NUMBER _____]
[Rs. _____ [Rupees _____]

SIGNATURE AND DESIGNATION OF
AUTHORIZED REPRESENTATIVE OF
THE CONTRACTOR

**SIGNED SEALED AND
DELIVERED TO _____**

IN PRESENCE OF

WITNESS – I

WITNESS –2

ADDRESS :

ADDRESS

Annexure-IV**ELIGIBILITY CRITERIA FOR TENDERS VALUE ABOVE RS.10 LAKHS****1. Details of similar Work Executed during last 3 Financial Years and current financial year:**

Name of work executed and order reference	Organisation awarded works with address, contact person, Fax & Phone No. (Private individuals not considered)	Date of execution of work		Payment received with amount and date	Certification on performance during execution and during warranty
		Beginning	Completion		

Note: Attested copies of the LOAs, Performance Certificates issued by the Organisation are to be enclosed.

2. Details of Total contracts executed during last 3 financial years and current financial year:

Financial year	Name of contract and nature of work	Date of LOA	Details like Name of firm, Payment received & Performance	Total value of contract	Amount		Remarks
					Paid	Included in tax return	

Note : Attested copies of the Financial Statement or Balance Sheet etc. in proof of the above entries are to be enclosed.

East Coast Railway**IRREVOCABLE GUARANTEE BOND**

(To be used by State Bank of India / Nationalised / Scheduled Banks only)
SPECIMEN BG FORMAT FOR PERFORMANCE GUARANTEE

1. In consideration of the President of India (herein after called “The Governor”) having agreed to exempt M/s / Sri..... (hereinafter called ‘the said contractor(S)’) from the demand, under the terms and conditions of an Agreement dated made between the DRM(Mech-D), East Coast Railway, Waltair and M/s / Sri. for (herein after called “The said Agreement”) of security deposit for the due fulfillment by the said contractor(S) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. /- (Rupees Only). We (Indicate name of the bank) (hereinafter referred to as “the Bank”) at the request of M/s / Sri do hereby undertake to pay to the government an amount not exceeding Rs./- against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reasons of any breach by the said contractor (S) of any of the terms or conditions contained in the said Agreement.
2. We, (indicate name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the government by reason of any breach by the said contractors of any of the terms or conditions contained in the said Agreement or by reason of the contractor (S) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs./-
3. We undertake to pay to the Government any money so demanded not withstanding any dispute or disputes raised by the contractor (S) / Supplier (S) in any suit or proceeding before any Court of Tribunal relating there to our liability under this present being absolute unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (S) / Suppliers (S) shall be no claim against us for making such payment.

Signature & date with seal

4. We (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the Agreement have been fully paid and its claims satisfied or discharged or till the DRM (Engg)/WAT. Ministry of Railways certifies that the terms and condition of the said agreement have
5. We(indicate name of the Bank) further agree with the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions at the said agreement or to extend time of performance by the said contractor(s) from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from out liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor's or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We(indicate the name of the Bank) lastly undertake not to revoke this agreement during its currency except with the previous consent of the Government in writing.

Dated theDay of2008

For (Name of the Bank)

Signature & date with seal