

**SOUTH CENTRAL RAILWAY
ELECTRICAL DEPARTMENT
TRSO
SECUNDERABAD**

TENDER BOOKLET

TENDER NOTICE NO. TRSO/SC/07 dated 29-01-2010

NAME OF THE WORK

Outsourcing of data entry of CTR's, Service/Working particulars and generation of statements of Loco Pilots, Asst.Loco Pilots and Guards in combined crew lobby at Kazipet for a period of one year.

THE TENDERER SHOULD SIGN EACH PAGE OF THE TENDER DOCUMENTS WITH THEIR SEAL/STAMP, WHILE SUBMITTING OFFER.

THE OFFER OF THE TENDERER SHALL BE VALID FOR A PERIOD OF 120 DAYS FROM THE DATE OF OPENING OF THE TENDER.

THE TENDERER SHALL CAREFULLY STUDY THE TENDER BOOKLET BEFORE QUOTING HIS OFFER.

Booklet No.

Issued to:

Date of issue:

Cost of Tender Document

Total Cost (by hand) - Rs. 1,125/-

Total Cost (by post) - Rs. 1,625/-

Signature of Tenderer

Sr.DEE/TRSO/SC 1
for and on behalf of President of India

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Signature of Tenderer

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PART - A

(Tender Notice)

The Tenderer should sign each page of the tender document with their seal/ stamp while submitting offer

SOUTH CENTRAL RAILWAY
Electrical Department,
TRSO, SECUNDERABAD

No.C/E.29/TRSO/CTR/KZJ

Date:29-01-2010.

TENDER NOTICE No.TRSO/SC/07/2009-10 Dated 29-01-2010 of Sr. DEE/TRSO/SC.

1.0 For and on behalf of the President of India, the Divisional Railway Manager (Electrical/TRSO)/ Secunderabad Division, South Central Railway invites sealed Open Tenders in prescribed tender forms from contractors with adequate experience and financial capability for the under mentioned work.

Tender No.	Name of the work	Approx. Tender cost	Earnest Money Deposit	Cost of Tender Document	Period of completion
TRSO/SC/07/2009-10	Data entry of CTRs, service/working particulars & generation of statements of Loco Pilots, Asst.Loco Pilots & Guards in combined crew lobby at Kazipet.	Rs. 3,65,000/-	Rs.7,300/- (SEMD is not permitted.)	Rs.1,125/- (in person).	1 Year.
				Rs 1,625/- by post)	

2. Last date and time for sale of tender document

- | | |
|--|--|
| a) By post | 24-03-2010 upto 17.00 Hrs. |
| b) In person | 03-3-2010 upto 17.00 Hrs. |
| 3. Last date and time for receipt of tender | 05-03-2010 upto 15.00 Hrs. |
| 4. Date and time for opening of tender | 05-3-2010 at 15.30 hrs |
| 5. Validity of offer | 120 days. |
| 6. Place of opening | Tender hall situated in the premises of Hyderabad Division/ Secunderabad. |
| 7. The other details Viz. eligibility criteria, terms & conditions etc. are available at | |
| | http:// www.tenders.gov.in . web site. |

Signature of Tenderer

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PART – A

NOTE:-

- A) As per extant rules, Special conditions if any, proposed by Tenderer/Contractor in his offer must be such that it can be evaluated in financial terms.
- B) The specified cost of tender documents should be in the form of a Demand Draft to be obtained from any Nationalized Bank in favour of the Sr. DFM/SC, South central Railway, Secunderabad or Cash to be paid to the Chief Cashier (Pay), South Central Railway, Secunderabad located at Old FA & CAO/SC's Office Compound and obtain necessary Cash Receipt. The Original Demand Draft/Cash Receipt should be submitted along with the requisition for issue of the tender documents.
- C) Earnest Money should be deposited in favour of the Sr.DFM/SC, South Central Railway, Secunderabad in the form of Demand Draft or Fixed Deposit Receipt of any Nationalized Bank or Money Receipt obtained from the Chief Cashier (Pay), S.C.Railway, Secunderabad after paying the specified amount. The original Demand Draft /FDR/Cash Receipt should be submitted along with the offer.
 - i). Cash will not be accepted by Chief Cashier(Pay)after 14.30 hrs. 03-03-2010.
 - ii). Cheque, war bonds and Government promissory Notes, Bank Guarantee bonds will not be accepted towards the Earnest money.
- D) The offer of the Tenderer shall be valid for a minimum period of 120 days from the date of tender opening.
- E) The tender documents are not transferable and the cost of tender documents is not refundable in any circumstances.
- F) No other type of payment will be entertained for cost of tender documents and EMD other than the mode of payment specified above. Offer received without valid form specified above towards cost of Tender or EMD or both will be summarily rejected.
- G) In case of delay/loss of Tender forms while in transit, the Railway will not be responsible in any way for the same.
- H) If 03-03-2010 happens to be holiday, the Tender will be opened on the next working day at the same time and place.
- I) The Tenderer is hereby advised to thoroughly go through the requirements of Railways as mentioned in the Tender Notice/ Tender Booklet before submission of his offer.
- j) Tender Notice is available on www.tenders.gov.in website and for downloading of the tender document containing detailed terms & conditions from 20-01-2010.

The following conditions are to be followed for submission of tender documents down loaded from website:

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- (i) Tenderer(s) who are submitting down loaded (from Website), Tender documents must enclose with the tender form, a demand draft issued by any Nationalized Bank in favour of Sr.DFM/SC, South Central Railway/ Secunderabad or cash receipt obtained from Chief Cashier(Pay) South Central Railway, Secunderabad, located at Old FA&CAOI's Office compound, after paying the cash towards cost of tender document. Tender offer not accompanying with the requisite tender fee as above shall summarily be rejected.
- (ii) Only the original computer printout of the Tender documents downloaded from the website must be submitted. Photo copies are not acceptable. Tenders submitted in photo copies of down loaded documents is liable to be rejected. If during the process of the tender finalization, it is detected that Tenderer has submitted tender documents after making any changes/ additions / deletions in the tender documents down loaded from website, his offer will be summarily rejected and the Earnest Money deposited by the Tenderer shall be forfeited by the Railway.
- (iii) However, in case of any difference/dispute between downloaded tender documents from the website, the information available in the original documents will be treated as final.

Non-fulfillment of the requirements is liable for rejection of the offer of such Tenderer summarily.

PART - B

(Regulations for Tender & Contracts)

The Tenderer should sign each page of the tender document with their seal/ stamp while submitting offer

PART - B

REGULATIONS FOR TENDERS AND CONTRACTS FOR THE GUIDANCE TO THE CONTRACTORS FOR ELECTRICAL ENGINEERING WORKS DEFINITIONS:

1. In these regulations for tenders and contract the following terms shall have the meanings assigned here-under except where the context otherwise requires:-
 - a) 'Railway' shall mean the President of the Republic of India or the Administrative Officers of the South Central Railway or of the successor Railway authorized to invite tenders and enter into contracts for works on his behalf.
 - b) 'General Manager' shall mean the Officer in Administrative Incharge of the whole of South Central Railway and shall mean and include their successors, of the successor Railway.
 - c) 'Chief Electrical Engineer' shall mean the Officer-Incharge of the Electrical Department of the South Central Railway or his authorized representative acting on his behalf.
 - d) 'Divisional Railway Manager' shall mean the Administrative Officer-In-charge of Division, Secunderabad of South Central Railway for the time being.
 - e) 'Engineer' shall mean the 'Senior Divisional Electrical Engineer/ Asst.Divisional Electrical Engineer' who is Officer In-charge of Traction Rolling Stock Operations of Secunderabad Division/South Central Railway.
 - f) 'Tenderers 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 personnel representatives, Successors and permitted assignees.
 - g) 'Limited Tenders' shall mean tenders invited from all or some contractors on the approved list of contractors with the Railway.
 - h) 'Open Tenders' shall mean tenders invited in open and public manner and with adequate notice.
 - i) 'Works' shall mean the works contemplated in the drawing and schedules set forth in the tender forms and description of contract and required to be executed according to specifications.
 - j) 'Specifications' shall mean the specifications for materials and works, South Central Railway, RDSO/LKO& CLW/CRJ issued under the competent authority signature or as amplified added to or superseded by special specifications if any, appended to the Tender Form.
 - k) 'Drawing' shall mean the drawings, plans and tracing or prints there of annexed to the Tender Form.

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PART – B

Singular and plural inter-pretation	2) Words importing the singular, number shall also include the plural and vice versa where the context requires.
	3) These regulations for tenders and contracts shall be read in conjunction with the general conditions of contract which are referred to herein and shall be subject to modifications, additions or super session by special conditions of contract and/or special specifications, if any, annexed to the tender forms.
	4) A contractor who has not carried out any work so far on this Railway should furnish particulars regarding.:-
Contractors credentials.	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 firm.
	c) His previous experience or works similar to that to be contracted for in proof of which original certificates or testimonials may be called for and their genuiness verified if need be by reference to the signatories thereof.
	d) His ability to supervise the work personally or by competent and authorized Agents.
	e) His financial position.
Omissions and discrepancies	5) Should a tenderer find discrepancies in, or omissions from the drawings or any of the Tender forms or should be in doubt as to their meaning, he should at once notify the authority inviting tender who may send a written instructions to all tenders. It shall be understood that every effort has been made to avoid any error which can materially effect the basis of the tender and the successful tenders shall take up on himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
EMD	6) a) The tenderers shall be required to submit Earnest Money deposit as mentioned in tender notice for the due performance of the stipulation to keep the offer open till such date as might be specified in the tender. 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 the stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Electrical Engineer, Divisional Railway Manager, Senior Divisional Electrical Engineer/Asst. Divisional Electrical Engineers (TRSO) of the South Central Railway. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

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PART - B

b) If his tender is accepted this earnest money will be retained as part of security for the due and faithful fulfillment of the contract in terms of clause of the General/Special conditions of contract. The earnest money of other tenderers shall have as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen there to while in their possession nor be liable to pay interest thereon.

Care in
submission
of tenders.

7 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 included during the execution of 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 for the completion of works to the entire satisfaction of the Engineer.

b) When work is awarded to a firm or company of contractors the tender shall be signed by the individual legally authorized to enter into commitments on their behalf. The Railways will not be bound by any power of attorney granted by the tenderer or by change in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

c) Tender containing erasure 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.

d) Tenders must be enclosed in sealed covers super scribed "Tender for Outsourcing of data entry of CTR's, Service/Working particulars and generation of statements of Loco Pilots, Asst.Loco Pilots and Guards in combined crew lobby at Kazipet" and must be sent by Registered post to the address of Sr.Divl. Electrical Engineer (TRSO)Sanchalan Bhavan Annex, SD Road, Secunderabad-500071, South Central Railway so as to reach this office not later than 13.00 hours on 26-02-2010 or deposited in the special box allotted for the purpose in the Tender hall, situated in the premises of Hyderabad Division/Secunderabad. South Central Railway. This will be sealed at 15.00 hours on 26-02-2010.

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PART - B

Right of Railway to deal with tender. 8 The Railway reserve 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 tenders or distribute the quantities between two or more tenderers without assigning reasons for any such action.

CONTRACT DOCUMENTS:

Execution of contract agreement 9. The tenderer whose tender is accepted shall be required to appear at the office of the Sr.Divl. Electrical Engineer (TRSO), Sanchalan Bhavan Annex. SD Road, Secunderabad-500071 in person, or if a firm or corporation, a duly authorized representative shall so appear, and to execute the contract documents within fourteen days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the earnest money accompanying the tender shall be forfeited by the Railways as liquidated damages for such default. In the event as "Tenderer whose tender is accepted shall refuse to execute the contract documents as herein before provided, the Railway determine that such tenderer has abandoned the contract and there upon his tender and the Acceptance shall be entitled to forfeit the earnest money as liquidated damages for such default.

Form of contract Documents 10. Every contract shall be complete in respect of the documents it shall constitute, not less than 5 copies of the contract documents shall be signed by the competent authority and the contractor and one copy given to the Contractor.

11 (a) For contracts for specified works valued at more than Rs.10,000/- the contract document required to be executed by the tenderer whose tender is accepted shall be the agreement at Annexure-IV.

(b) If any item is excluded by the Tenderer in submitting his tender, Sr.Divl. Elec. Engineer(TRSO), may reject the tender.

Variation in rates quoted in figures and in words 12. **Where amount is stated differentially in figures and words** - If the amount undertaken or ordered to be paid is stated differentially in figures and words, the amount stated in words shall be the amount undertaken or ordered to be paid.

PART – C

1. Conditions of Tender
2. General conditions of Contract

The Tenderer should sign each page of the tender document with their seal/ stamp while submitting offer

CONDITIONS OF TENDER

1. General Conditions of contract and Specifications for materials and works of South Central Railway be seen at the Office of Sr.Divisional Electrical Engineer, (TRSO), Sanchalan Bhavan Annex. SD Road, Secunderabad-500071 can be had on payment at the rates fixed for each booklet from time to time.
 2. The Tenderer(s) shall quote rates separately for each item covered in the schedules. The quantities shown in the attached schedules are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the schedule. Tender will be decided on the basis of total value worked out in aggregate. **The tenderer shall clearly mention percentage above or percentage below or on par with respect to estimated rates mentioned in schedule of rates at appropriate space provided in the schedule in figures as well as in words.**
 3. The tenderer/ tenderers shall submit their tender complete in all respects in the Tender form. The Tender must be accompanied with Schedule of Rates(Annexure-I) enclosed to this tender document duly filled in, signed and sealed complete with technical details, drawings, descriptive literatures etc. without which no Tender will be considered.
 4. Tender containing erasure and alterations of the Tender documents are liable to be rejected unless the corrections made by the Tenderer/ Tenderers in his/their entries must be attested by him/them.
 5. The work is required to be completed within the delivery period as stipulated vide **Para No.3.21** of Special Conditions of contract (Part-D of this document).
 6. The offer/quotation must be accompanied by a sum of Rs. **7,300/-** as Earnest Money deposit in cash or in any of the forms mentioned below failing which the Tender will not be considered and will be summarily rejected.
 - 6.1. In cash paid to the Chief cashier (pay), South Central Railway, Secunderabad.
 - 6.2. By deposit receipt, pay order, Demand Draft of any scheduled Bank in favour of the Sr.DFM, Secunderabad.
 7. No interest shall be allowed on the Earnest Money Deposit.
- NOTE:** 1. Cash will not be accepted by Chief Cashier(Pay) after 14.30 hrs. 26-02-2010.
2. Cheque, war bonds and Government promissory Notes, Bank Guarantee bonds will not be accepted towards the Earnest money.

PART – C

8. **OFFER VALIDITY:** The tenderer shall hold the offer open till such date as may be specified in the tender. It is understood that the tender documents have been sold/issued to that tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender, he will not rescind from his offer or modify the terms and conditions thereof in a manner not acceptable to Sr Divl. Electrical Engineer(TRSO), Sanchalan Bhavan Annex. Secunderabad, South Central Railway for and on behalf of President of India. Should the tenderer fail to observe or comply with the foregoing stipulation the amount deposited as security for the due performance of the above stipulation shall be forfeited to the Railway. If the tender is accepted, the amount of earnest money will be withheld as security deposit for the due and faithful fulfillment of the contract. The Earnest money of the un-successful tenderer will have as herein before provided be returned to the un-successful tenderer by the Railway. 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.
9. It shall not be obligatory on the said authority to accept the lowest tender and no tenderer/ tenderers shall demand any explanation for the cause of rejection of his/their tender. Further it shall not be obligatory on the said authority to award contract to a single tenderer for the entire work. The said work may be bifurcated and awarded to more than one tenderer in the interest of the Railway.
10. If the tenderer deliberately gives/tenderers wrong information in his/their tender or creates/created circumstances for the acceptance of his/ their tender, the Railway reserves the right to reject such tender at any stage.
11. If the tenderer expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
12. 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 un-successful tenderer/ tenderers within a reasonable time. The earnest money deposited by the successful tenderer(s) will be retained towards the security deposit for the due and faithful fulfillment of the contract but shall be forfeited if the contractor fails/contractors fail to execute the Agreement Bond or start the work within a reasonable time (to be determined by the Engineer-In-charge after notification of the acceptance of his/their tender).

PART - C

13. Non-compliance with any of the conditions set forth herein above is liable to result in the tender being rejected.
14. The authority for acceptance of the Tender will rest with the Sr. Divl. Electrical Engineer,(TRSO) South Central Railway, Secunderabad 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.
15. The successful tenderer/tenderers shall be required to execute an agreement with the President of India acting through Sr. Divl. Electrical Engineer(TRSO), South Central Railway, Secunderabad or his authorized representative for carrying out the work according to the General Conditions of contract and specifications for works and materials of South Central Railway including correction slips issued from time to time.
16. Any contradiction of the above condition will make the tenderers liable for forfeiture of Earnest Money Deposit for due performance of the foregoing stipulations.
17. The tenderer shall get the Code Number under the Employees Provident Fund if the No.of employees engaged by him are 20 or more so as to enable to extend the Social Benefits to the worker engaged by them. Their Code Number under the Employees Provident Fund shall be submitted along with the copy of coverage information while submitting their tender/offer.
18. Should the Railway decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the following form of declaration before commencement of negotiations.
19. I _____ do declare that in the event of failure or the contemplated negotiations relating to Tender No. _____ opens on _____ my original tender shall remain open for acceptance on its original terms and conditions

Signature of Tenderer

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PART - C

20. Should a tenderer be a retired Engineer of the Gazetted rank or any other Gazetted Officer working before his retirement, whether in the executive/or administrative capacity, or whether holding a personable post or not, in the Indian Railways Owned and administered by the President of India for the time being, or should 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 on incorporated company have any such retired Engineer or a retired Gazetted Officer as one of Director, or should a tenderer have in his employment any retired Engineer, or retired Gazetted Officers aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in cases where such Engineer or Officer had not retired from Government service at least two years prior to the date of the admission of the tender as to whether permissible for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become partner, or director as the case may be, or to make employment under the contractor, has been obtained by the tenderer of the Engineer or the Officer as the case may be from 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 or statement to the effect that no such retired Engineer or retired Gazetted officer is so associated with the Tenderers, as the case may be liable to be rejected.
21. Should a tenderer or contractor being an individual on the list of approved contractors, have relative employed in Gazetted capacity in the Indian Railway or in the case of a partner in firm or company incorporated under the Indian company law should be partner or a relative of the partner or a share holder or a relative of a share holder be employed in Gazetted on capacity in the Indian Railways 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 act subsequently comes to light, the contract may be rescinded in accordance with the provisions in clause of the Special Conditions of Contract.

PLACE: _____

DATE : _____

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

Signature of Tenderer

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GENERAL CONDITIONS OF CONTRACT

1. "The General Conditions of Contract" governing the performance of the works covered by this Tender "Standard General Conditions of Contract in use in General in the South Central Railway" as amended time to time. A copy of the book-let incorporating above General Conditions of the Contract may be had from the Office of the Sr.Divl. Electrical Engineer, (TRSO)Central Railway at Secunderabad-500071.
2. In submitting this letter it would be deemed that the Tenderer has kept himself fully informed of the provisions of the General Conditions of contract including all corrections and amendments issued up to the date of Tender Notice.
3. Railway Board vide their letter No. 2003/CE-I/CT/4/PT.1 dated 12/16-05-2006 has issued Amendment to General Conditions of Contract (works contracts) is applicable to this contract (PCE vide letter No. W.148/P/Vol.V dated 25-05-2006 has circulated the said amendment to all concerned).

PART - D

(Special conditions of contract)

The Tenderer should sign each page of the tender document with their seal/ stamp while submitting offer

SPECIAL CONDITIONS OF CONTRACT

- 1.0 The following Special Conditions supplement the "Regulations for Tenders and Contracts of the tender and General Conditions of Contract" and should be considered as part of the contract papers. Where the provisions of the conditions are at variance with the General conditions and other documents mentioned above, these conditions shall prevail.
- 1.1 The Contract is governed strictly by the General Conditions of Contract as well as the Conditions of Contract and Specifications.
- 1.2 The Tenderer shall study and get clarified about all doubts, discrepancies if any, on the scope of work etc., before submitting their offer from office of the Sr.Divisional Electrical Engineer (TRSO),Sanchalan Bhavan Annex. Secunderabad of South Central Railway. No excuses for delay of work on this account shall be entertained at a later stage.
- 2.1 List of Works on hand indicating name of work, contract value, Bill amount paid so far; due date of completion etc. to be furnished by Contractor in **Annexure-'D'** and this certificate to be signed by contractor.
- 2.2 Details of Quality Assurance (QA) Programme/inspection/testing facilities available shall be submitted along with the offer.
- 2.3 The tenderer shall submit "PARTNERSHIP DEED/MEMORANDUM & ARTICLES OF ASSOCIATION" of his company along with his tender/offer.
- 2.4 The onus of establishing credentials lies with the tenderer and hence Railway shall evaluate the offer only from the certificates/ documents submitted along with the tender offer.
- 2.5 Any certificates, documents submitted after tender opening shall not be given any credit and shall not be considered. However, originals of certificates, documents, testimonials etc. already submitted by the tenderer along with his/her tender may be called for and their genuiness verified by checking the originals. Any paper submitted by the tenderer after opening of the tender, will not be given any cognizance and considered.
- 3.0 The following further documents may be submitted along with the tender.
- 3.1 List of personnel organization available on hand and proposed to be engaged for the subject work. These two lists should be given separately and signed by tenderer to be submitted in the proforma given in the **Annexure-'A'**.
- 3.2 List of Plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work and this list shall be signed by tenderer. To be submitted in the proforma given in the **Annexure-'B'**.
- 3.3 If tenderers down load tender documents from website and do not enclose proper value towards the cost of tender form, their tender shall be considered as invalid.
- 3.4 If any certificates or details enclosed by tenderers are found to be fake/bogus/tampered, such of those agencies shall not be awarded any work in SC Railway for a period of 5 years from the date of opening of tender. Joint ventures or partnership firms or any other nature of firms in which such agencies are a party shall also not be awarded any work for this period.

Signature of Tenderer

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PART - D

- 3.5 The work shall be carried out round the clock throughout the period of contract in shifts under the guidance of CCC/ KZJ. There will be no holidays and relief shall be arranged well in advance in case of non-availability of staff.
- 3.6 Contractor shall comply with all the legal provisions pertaining to industrial labor and hours of employment regulations in force. The wages to be paid to the contractor's staff shall necessarily be in accordance with the provisions of the MINIMUM WAGES ACT as amended from time to time. The risk to the life and limb of the contractor's staff shall be covered by the contractor by way of an insurance policy. Compensation to the contractor's staff in case of accidents or other wise shall be made by the contractor only. **Further it is the responsibility of the contractor to ensure that the provisions of the Contract Labour (Regulation and abolition) Act/Rule are not violated.**
- 3.7 There are about 600 CTRs generated per day approximately. The quantity may increase or decrease as per the operational requirement. The data shall be fed into computer immediately after receipt of CTR.
- 3.8 Record of CTRs fed in computer shall be maintained by the contractor on daily basis, the extract of this record certified by CCC/KZJ will be the assessment for quantum of work and preparation of bills .
- 3.9 As the CTR is an important document which has financial implication care should be taken for avoiding errors. Any excess payment made to the running staff on account of error in feeding the data, penalty will be levied as per penalty clause in para 3.13(iii).
- 3.10 CTR entry certification: A rubber stamp is to be affixed with the wordings as "CTR entered" on each CTR duly signed by the contractor's staff with date and time of entry.
- 3.11 The contractor's staff shall wear a uniform which will be decided mutually at the time of awarding the contract and every staff shall carry identity card with photo all the time issued by an officer of this department. The identity cards shall be prepared and submitted to this department by the contractor.
- 3.12 **Consumption of Alcoholic drinks & Narcotic drugs:** Contractor's staff shall not consume or carry any Alcoholic drinks or narcotic drugs to their person or personal implements. If any staff is found drunk or carrying narcotic drugs or alcoholic drinks a penalty of Rs.10,000/- (Rupees Ten thousand) per case shall be recovered from the contractor's bill & that particular staff will not be allowed to any duty in future in contract period. Also the staff will be dealt accordingly with Railway Laws in force from time to time. The contractor staff may be subjected to breath analyzer testing by fuel cell based/semi conductor based Breath Analyser equipment.
- 3.13. The contractor should make his own arrangements for relief to the staff for their rest / leave by deputing competent staff.

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for and on behalf of President of India

PART - D

- 3.14 Railway reserves right to change Computers, Printers, Software as per requirement.
- 3.15. The staff engaged by the contractor shall not claim any employment in Railway in any event.
- 3.16 The Railway will make the payment once in a month on production of bills duly certified by the Officer –in charge. The payment will be made by E-payment i.e. RTGS / EFT/crossed cheque. The Contractor has to submit Bank A/C number, Name of the bank, Branch & location, Bank's specific code.
- 3.17. **The Chief Crew Controller / KZJ** will supervise this work. In case of any dispute, the decision of Railway Engineer will be final.
- 3.18 The tenderer should submit a copy of PAN identification and experience Certificates if any attested by Gazetted officer along with his offer.
- 3.19 Tenderer/contractor shall furnish the present load of work under execution duly stating the type of work, approximate cost and place of work etc.
- 3.20 The contractor and all personnel employed by him shall pay such taxes like income tax as payable under statutory laws of India and the Railways will not accept any liability for the same. Deduction of Income tax at source as per provision of finance and income tax act in force shall be made from the contractor and the amount so deducted shall be credited to the Central Govt.
- 3.21 Period of operation: The work shall be completed within **one Year** from the date of commencement of work until and unless extension granted as per clause 17 of GCC .
- 3.22 **Conservancy Cess Charges** will be recovered for the labour engaged by the Contractor to work within the premises of Station/Office at the rate applicable from time to time.

The present rate in force is as follows:

a) No. of labour engaged	-	Amount per month.
1 - 5	-	Rs. 64/-
6 - 10	-	Rs. 126/-
11 - 25	-	Rs. 317/-

3.23 **Penalty:**

- i) In case contractor's staff is absent for the duty in any shift out of three shifts per day schedule or part of the shift a fine of Rs.500/- will be imposed.
- ii) In case where contractor's staff makes wrong entries/wrong feeding in a CTR a fine of Rs.100/- upto a maximum of 10 mistakes at the rate of Rs.100/- for wrong entry and even after exceeding ten a lumpsum fine of Rs.1000/- will be imposed in a month.

Signature of Tenderer

Sr.DEE/TRSO/SC
for and on behalf of President of India

- iii) Any excess payment resulted or less payment resulted due to wrong entry in computer the penalty of Rs.1000/- per case or 10% of amount got cleared for excess/less whichever is less will be deducted from the running bill.

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3.24. Variation in quantities

The quantities of each item furnished in the schedule are approximate and are intended for the guidance of Tenderer. In actual execution of work there may be some increase in the quantities specified. Such increase in variations up to 25% shall in no degree affect the validity of the contract. The contractor shall perform the specified work for the same rates.

- (a) In case of increase in quantity of an individual item (for NS items) or the total value of the schedule (for SSR items) by more than 25% is considered as unavoidable, negotiation shall be conducted with the existing contractor for arriving at reasonable rates.
- (b) The limit for varying quantities for minor value item (i.e. item whose original agreement value is less than 1% of the total original agreement value) shall be 100%.

4.0 SAFE CUSTODY OF RAILWAY MATERIAL:

4.1 The Railway's materials handed over to the contractor will be at tenderer's custody until they are returned to the Railway, duly carrying out work as per scope of the tender. It is a practice that whenever any machinery / material belonging to Railways are handed over to any outside agency for any work, the estimated cost of the machine / material is either deposited with the Railways in form of Indemnity Bond (on the Railway's prescribed form at Annexure-IV) or Bank Guarantee for an equivalent amount in favour of Sr,DFM/Secunderabad, South Central Railway, is to be submitted to Railways duly indemnifying safe custody of the machine / material at the contractor's custody. The tenderer has to indemnify the amount equivalent to 2.0 lakhs towards cost of the computer for the safe custody of the computers.

4.2 The tenderer's cash/ Indemnity Bond for indemnifying Railway material shall be released on completion of the contract period along with the security deposit.

4.3 Performance Guarantee (P.G):

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

- a. The successful 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 Bonds at 5 percent 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 of any of the Nationalized Banks;
 - (v) Guarantee Bonds executed or Deposit Receipts tendered by all Scheduled Banks;
 - (vi) a Deposit in the Post Office Saving Bank;

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for and on behalf of President of India

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- (vii) a Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds; and
 - (xi) Unit Trust Certificates at 5 percent below market value or at the face value whichever is less.
- b. A Performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 15 days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. 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 respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period or warranty/ guarantee period and after passing the final bill based on 'No Claim Certificate' which ever is later.
- d. Wherever the contract is rescinded, the security deposit shall be forfeited 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 Railway 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 Railway may claim the full amount of the Performance Guarantee.
 - (ii). Failure by the tenderer 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 Railway.
 - (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.

Signature of Tenderer

Sr.DEE/TRSO/SC
for and on behalf of President of India

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- 4.5 Performance Guarantee submitted in the any form as indicated in 4.4(a) above shall be in favour of Sr.DFM/SC S.C. Railway and shall be valid till the expiry of satisfactory completion period plus 60 days beyond that of the subject contract.

5.0 SECURITY DEPOSIT

- 5.1 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 can be agreed at the rate of 10% of the bill amount till the full security deposit is recovered keeping EMD as part of initial security deposit.
- c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting Security Deposit shall be accepted.

NOTE: The EMD amount paid by the tenderer along with his offer will be adjusted and the balance Security Deposit has to be submitted by the tenderer as stated in **para 5.1** above.

- 5.2 The full Security Deposit can also be submitted in the shape of DD / FDR of any Nationalized Banks in favour of Sr.Divl. Finance Manager/ Secunderabad/South Central Railway and shall be valid till the expiry of the maintenance/warranty period of the subject contract if so desired by tenderer.

- 5.3 The Security Deposit shall be returned to the contractor after the expiry of the maintenance/ warranty /guarantee period whichever is later and after paying the final bill based on "No Claim Certificate" submitted by the tenderer. The competent authority should normally be the authority who is competent to sign the contract. If this competent authority is of the rank lower than JA grade, then a JA grade officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects including maintenance/ warranty period and that all the contractual obligations have been fulfilled by the tenderer(s) and **that there is no due from the tenderer to Railways against the contract concerned. Before releasing the Security Deposit, the tenderer should issue an unconditional & unequivocal no claim certificate to the Railways.**

- 5.4 This Security Deposit shall not bear any interest and will be released to the tenderer on expiry of maintenance/ warranty /guarantee period which ever is later of the entire work.

6.0 TAXES & DUTIES:

- 6.1 The Tenderer shall quote the prices as per Railways Schedule of Rates at Annexure-I (price schedule) duly including taxes and duties if any as applicable for this contract. Railway will not pay any amount separately towards taxes/duties on this account. No correspondence will be allowed in this regard. It may be noted that Form 'D' for CST shall not be issued by the Railways.
- 6.2 Any statutory variations in the taxes & duties in the course of contract period shall be applicable to the tender/ contract. However, payment will be revised by Railways on the taxes & duties on actuals on production of necessary documentary evidence by the tenderer.

Signature of Tenderer

Sr.DEE/TRSO/SC
for and on behalf of President of India

6.3 As the time for completing the works by the date or extended date fixed for completion shall be deemed to be of the essence of the contract, it is not only requested to improve upon delivery but also advised that for any default in complying delivery schedule, the tenderer will be penalized by levy of liquidated damage charges as per clause 17 (B) of General Conditions of Contract. This will be applicable as per individual lot delivery schedule.

7.0 **APPLICATION OF LIQUIDATED DAMAGE CHARGES:**

7.1 In case of any default in complying the delivery schedule / completion period or during the extension of delivery schedule / completion period, if any, in case there is loss or damage to the Railway administration on account of such default / extension, the tenderer shall be penalized by levy of Liquidated Damage charges as per clause 17(B) of General Conditions of Contract.

7.2 The extension of the contract agreement is stipulated under the following grounds.

1. Extension due to modification : **Clause No.17 A (i) of GCC.**
2. Extension for delay not due to
Railway / Contractor : **Clause No.17 A (ii) of GCC.**
3. Extension for delay due to
Railway : **Clause No.17 A (iii) of GCC.**
4. Extension time for delay due to : **Clause No.17 B of GCC.**
Contractor

8.0 **ACCIDENTS:**

8.1 The tenderer shall indemnify and keep the Purchaser/Consignee indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any 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 omission of the tenderer's his agents or his staff during the execution of this contract irrespective of whether such liability arises under the Workman's Compensation act, or Fatal Accident Act or Factory Act or Payment of Wages Act or any other statute in force for the time being.

9.0 **SAFETY MEASURES:**

9.1 The tenderer shall take all precautionary measures in order to ensure the protection of his own personnel moving or working on the Railway premises, but shall then confirm to the rules and regulations of the Railway.

9.2 The tenderer should abide by all Railway regulations in force from time to time and ensure that the same are followed by his representatives, agents or subcontractor or workmen.

9.3 The tenderer 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.

9.4 If at any time the works to be carried out directly concern the safety of trains, the tenderer's staff must comply fully with Railway regulations given to him by the authorized Railway staff. The tenderer's employees and workers may for no reason operate an installation concerning train safety or train movement. They shall notify the authorized representative of the purchaser/ consignee who will take all necessary steps in this regard.

Signature of Tenderer

Sr.DEE/TRSO/SC
for and on behalf of President of India

10.0 **ARBITRATION :**

- 10.1 Arbitration clause will be as per the general conditions of contract (GCC) of the Railways.
- 10.2 As per clause 64(3) (a) of GCC, if the total value of the claims is less than Rs. 10 lakhs, the Arbitral Tribunal shall consist of a Sole Arbitrator and if the value is more than Rs. 10 lakhs, the Tribunal shall consist of a panel of three gazetted Railways officers appointed by the General Manager, SC Railway.

11.0 **TERMS OF PAYMENT TO CONTRACTOR:**

- 11.1 Actual billing at the time of submitting the bill will be as per the schedule of rates accepted by the Railways to the extent of work carried out on the basis of the joint inspection reports and final clearance cum acceptance certificate issued by consignee.
- 11.2 A bill in triplicate in Railway's prescribed form and as per Railway's rules in force has to be prepared, which has to be signed by the tenderer and consignee. Discrepancies if any, found on the bill shall be notified to the contractor by the Railways.
- 11.3 Bill paying authority would be Sr.Divisional Finance Manager/Secunderabad. Payment will be released once in a month for which a certificate will be given by Sr. Divisional Electrical Engineer(TRSO) South Central Railway.
- 11.4 Railway will deduct Income Tax for works contract from the tenderer's bill amount as per the Rules in Force. The APGST is not applicable for the works executed out of AP State. The deduction at source of APGST will be levied from the firms situated in AP state.

12.0 **SPECIAL CONDITIONS IF ANY, PROPOSED BY TENDERED/ CONTRACTOR:**

- 12.1 Special Conditions if any, given by the Tenderer must be such that it can be evaluated in financial terms and if it is not followed, the tender is liable to be rejected.

13.0 **IF TENDER OPENING DAY HAPPENS TO BE HOLIDAY:**

- 13.1 If tender opening day happens to be holiday, the tender will be opened on the next working day at same time and place.

Enclosure: Annexure-A,B,C & D.

Signature of Tenderer

Sr.DEE/TRSO/SC
for and on behalf of President of India

PART – D**Annexure-A**

PROFORMA
ENGINEERING ORGANISATION

1. ENGINEERING ORGANISATION AVAILABLE ON HAND

Sl. No.	Name & Designation of Employee	Qualification	Previous Experience	Working From To
01	02	03	04	05
A				
B				
C				
Z				

2. ENGINEERING ORGANISATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM ABOVE

Sl. No.	Name & Designation of Employee	Qualification	Previous Experience	Remarks
01	02	03	04	05
A				
B				
C				
Z				

3. ENGINEERING ORGANISATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM OUTSIDE

(A SUITABLY WORDED CONSENT LETTER FROM SUCH A PERSON SHOULD BE OBTAINED AND ENCLOSED)

Sl. No.	Name & Designation of Employee	Qualification	Previous Experience	Remarks
01	02	03	04	05
A				
B				
C				
Z				

Name of the Tenderer(s) :

Signature of Tenderer

Sr.DEE/TRSO/SC
for and on behalf of President of India

PART – D
Annexure- B

PROFORMA

PLANT & MACHINERY

1. PLANT & MACHINERY AVAILABLE ON HAND

Sl. No.	Particulars of Machinery, Plant & Equipment	No. of units	Kind and make	Capacity	Age and condition	Approx. cost in Rs. in lakhs	Purchase Bill No. & date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

2. PLANT & MACHINERY PROPOSED TO BE INDUCATED FROM ABOVE

Sl. No.	Particulars of Machinery, Plant & Equipment	No. of units	Kind and make	Capacity	Age and condition	Approx. cost in Rs. in lakhs	Purchase Bill No. & date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

3. PLANT & MACHINERY PROPOSED TO BE INDUCATED FROM OUTSIDE

Sl. No.	Particulars of Machinery, Plant & Equipment	No. of units	Kind and make	Capacity	Age and condition	Approx. cost in Rs. in lakhs	If to be purchased give likely date of receipt and suppliers' name
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

Name of the Tenderer(s) :

Signature of Tenderer

Sr.DEE/TRSO/SC
for and on behalf of President of India

PART – D
Annexure- C

EXPERIENCE CERTIFICATE

Date:

Sl. No.	Work Details	Details
1.	Name of Work	
2.	Agreement Number, date and name of the agency	
3.	Agreement value in Rupees (in words and figs.)	
4.	Due date of completion	
5.	Number of Extensions granted	
6.	Actual date of completion of work	
7.	Value of Final Bill if passed (in words)	
8.	Work completed but final measurements not recorded a). Amount paid so far as in CC bill No.	
9.	Work completed, Final measurements recorded with negative variation a) Amount so far paid as in CC bill No.	
10.	Work completed. If final measurements recorded with positive variation which is not sanctioned yet a) Original agreement value or last sanctioned agreement value whichever is lower	

Note :

1. This certificate in this proforma is to be issued only for completed work.
2. This certificate to be issued only by Sr. DEN in charge of the work in open line and by Dy.CE in charge of the work in Construction. This type of certificate may be obtained from Superintendent Engineer in charge of the work from State Government/ Public sector undertakings.

Signature:
Name of Officer:
Designation:

Address:

Office Seal:

Signature of Tenderer

Sr.DEE/TRSO/SC
for and on behalf of President of India

PART – D

Annexure- D

LIST OF WORKS ON HAND WITH THE TENDERER

Sl. No.	Name of Work	Agreement No. and date	Designation and address of agreement signing authority	Agreement value in lakhs	Bill amount paid so far in lakhs	Due date of completion	Number of extensions taken
Railway Works							
A							
B							
C							
D							
E							
Z							

Name of the Tenderer :

Signature of Tenderer

Sr.DEE/TRSO/SC
for and on behalf of President of India

PART – E

(Scope of work)

The Tenderer should sign each page of the tender document with their seal/ stamp while submitting offer

Signature of Tenderer

Sr.DEE/TRSO/SC
for and on behalf of President of India

PART - E

SCOPE OF WORK

- 1.0 Data entry of CTR's, Service/Working particulars and generation of statements of Loco Pilots, Asst.Loco Pilots and Guards shall be carried out round the clock in combined crew lobby at Kazipet throughout the period of contract under the guidance of CCC/KAZIPET
- 1.1 Entering the data of the CTR's into computer viz. Sign 'ON' and Sign 'OFF' , all types of Service particulars and Causalities like Leave, Sick ,Absent, Training ,Periodical Medical Examination ,Relief duties etc
- 1.2 Printouts are to be generated from various reports like OT statement, Mileage statement,10 hrs statement, PR s availed statement etc
- 1.3 The Contract is governed strictly by the General Conditions of Contract as well as the Conditions of Contract and Specifications.
- 1.4 Position of 'Staff under Rest', 'Under periodical rest', 'Rest cleared' should be given every two hours
- 1.5 All the other statements as and when required by Rly Administration

Signature of Tenderer

Sr.DEE/TRSO/SC
for and on behalf of President of India

PART – F

Schedule of Rates - | Annexure-I

The Tenderer should sign each page of the tender document with their seal/ stamp while submitting offer

Signature of Tenderer

Sr.DEE/TRSO/SC
for and on behalf of President of India

PART - FSOUTH CENTRAL RAILWAY
ELECTRICAL BRANCH

Tender No. TRSO/SC/07 dt: 29-01-10

SCHEDULE OF RATES**ANNEXURE – I(Price Schedule)**

NAME OF WORK: Outsourcing of data entry of CTR's, Service/Working particulars and generation of statements of Loco Pilots, Asst.Loco Pilots and Guards in combined crew lobby at Kazipet for a period of one year.

Item No.	Description	CTR Qty.In fig. And words	Unit in figs & words	Rate in fig. & words	Amount in figs & words
4.1	Data entry of CTRs , Service / Working particulars and Generation of Statements of LP,ALP&Guards	1,82,500 Nos - One lakh eighty two thousand & five hundred only.	Each	Rs.2/- (Rs.Two only)	Rs.3,65,,000/- (Rupees three lakhs sixty five thousand only)

PART – F

Signature of Tenderer

Sr.DEE/TRSO/SC
for and on behalf of President of India

Note :

1. The rates indicated above are inclusive of material, labour charges, transportation (To & Fro) charges, handling, transit insurance, taxes & duties etc.
2. The tenderer shall submit their offer in sealed cover duly inscribing boldly on the top of the cover. "Tender number with date and time of opening" duly indicating as "NOT TO OPEN. TO DROP IN TENDER BOX ONLY".
3. Terms of payment shall be as per **clause No. 11** of special conditions of contract of Tender booklet (Part-D).
4. Non filling of any item in the Schedule of Rates will be treated as Incomplete tender and liable for rejection.
5. In case of any difference occurred while indicating the percentage in figures and words by the contractor then only percentage indicated in words will be taken into account for arriving the quoted amount.

Signature of Tenderer

Sr.DEE/TRSO/SC
for and on behalf of President of India

PART – G

QUOTATION
SHEET-

Annexure-II

The Tenderer should sign each page of the tender document with their seal/ stamp while submitting offer

Signature of Tenderer

Sr.DEE/TRSO/SC
for and on behalf of President of India

ANNEXURE-II

TENDER NO. TRSO/SC/07/2009-10

5. QUOTATION SHEET

TENDER NO 08/2008-09/TRS /OS /CTR/KZJ

Sub: Outsourcing of data entry of CTR's, Service/Working particulars and generation of statements of Loco Pilots, Asst.Loco Pilots and Guards in combined crew lobby at Kazipet for a period of one year.

	Schedule
Tenderers offer In figures and words:	Rs 2/- per CTR. RATE AT PAR/(+)PLUS%(-) MINUS%

Signature of the Tenderer

TENDERERS TO NOTE:

1. Tenderers are requested to quote only percentage in comparison with the estimated tender cost.
2. Tenderers should not quote individual item wise rates.
3. The tenderers are advised to quote PLUS/MINUS/AT PAR as mentioned below:
 - a) If the tenderer intends to quote his rate at par with the estimated rate he has to write **"RATE AT PAR"**.
 - b) If the tenderer intends to quote his rate above percentage of the estimated rate, he has to write **(+) Plus%**
 - c) If the tenderer intends to quote his rate below percentage of the estimated rate, he has to write **(-) Minus%**.

Signature of Tenderer

Sr.Divl. Electrical Engineer(TRSO)Secunderabad.
for and on behalf of President of India

PART - H

(STANDARD FORMATS)

1. Tender Form (Annexure-III)
2. Proforma for Agreement of works (Annexure-IV)
3. Proforma for Indemnity Bond for supply of Material to contractor (Annexure-V)
4. Revised Model form Bank Guarantee Bond for Security Deposit (Annexure-VI)

The Tenderer should sign each page of the tender document with their seal/ stamp while submitting offer

Signature of Tenderer

Sr.Divl. Electrical Engineer(TRSO)Secunderabad.
for and on behalf of President of India

TENDER FORM

To,
The President of India,
Acting through
Sr.Divisional Electrical Engineer(TRSO),
Sanchalan Bhavan Annex.
Secunderabad.

1. I/We_____ have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this Tender open for acceptance for a period of_____ days from the date fixed for opening of the same and in default thereof. I/We offer to do the works for _____ at the rates quoted by S.S.R and hereby bind myself/ourselves to complete the works in _____ months from the date of issue of letter of acceptance of the tender. I/We also hereby agree to abide by the General & Special Conditions of Contract and to carry out the works according to the Specifications for materials and works laid down by the South Central Railway for the present Contract.
2. A sum of Rs. _____ is herewith forwarded as Earnest Money in addition to the sum of Rs. _____ as "Security Deposit" mentioned above. The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if:
 - a) I/We do not execute the contract documents within Fourteen days after receipt of notice issued by the Railway that such documents are ready or,
 - b) I/We do not commence the work within Ten days after receipt of orders to that effect.
3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicate in the letter of acceptance of my/our offer for this work.
4. Payment of stamp duty on agreement to be executed in pursuance of this tender will be borne by me/us.

SIGNATURE OF CONTRACTOR(S)

Signature of Witnesses:

- 1.
- 2.

Contractor's Address:

Signature of Tenderer

Sr.Divl. Electrical Engineer(TRSO)Secunderabad.
for and on behalf of President of India

CONTRACT AGREEMENT

1. Contract Agreement No. _____
dated _____ Article _____ of Agreement
made this _____ day of _____ 2010
between the President of INDIA acting through the Sr. Divisional
Electrical Engineer, (TRSO), Secunderabad, South Central Railway
Administration (herein after called the "Railway" which expression shall
unless the context does not as admit include his successors and assignee
in Office) of the one part and M/s _____ (herein
after called "Contractor" which expression shall unless excluded by the
context include, his heirs, executors, administrators, successors and
assignees) in the other part.
2. Where as the Contractor has agreed with the Railway for the
performance of the work _____

Set forth in the schedule hereto annexed upon the General Conditions of
Contract of the South Central Railway and the Special Conditions and
Specifications, if any and in conformity with the drawings hereto
annexed, if any and where as the performance of the said works is an
act in which public are interested.

3. The contract now entered into it for the work _____

- as supplied by the Railway Administration, to the required standards by
means of perfect process by bestowing the expertise and skill by the
Contractor.

4. Now this indenture witnessed that in consideration of the payments to be
made by the Railway, the Contractor will duly perform the said works in
said schedule set forth and shall execute the same with great
promptness, care and accuracy in work-man ship like manner to the
satisfaction of the Railway and will complete the same in accordance
with the said Specifications and said drawings and said conditions of
Contract on or before the _____ day of 2010 and will
guarantee for the said works for period of _____ calendar
months from the certified date of their re-commissioning or
_____ months from the date of their or _____ months
from the date of their return after re-conditioning and repairs and will
observe, fulfill and keep all the conditions therein mentioned (which shall
be deemed to take to be part of this contract, as if the same had been
fully set forth herein) and both hereby agree that if the Contractor shall
duly perform the said 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 the completion thereof, the
amount due in respect thereof, at the rate set forth in the schedule
hereto annexed.

Signature of Tenderer

Sr.Divl. Electrical Engineer(TRSO)Secunderabad.
for and on behalf of President of India

PART – H
ANNEXURE-IV

5. It is hereby agreed and declared that all the provisions of said specifications General Conditions and Special Conditions of Contract which have been carefully read and understood by the Contractor and shall be re-binding upon the Contractor and upon the Railway Administration as if the same had been repeated herein and shall be read as part of these presents.

Sr.Divisionl Electrical Engineer(TRSO)Secunderabad.
for and on behalf of President of India

Signature of Tenderer

Seal:

Date:

Signature and address of witnesses:-

- | | |
|----|----|
| 1. | 1. |
| 2. | 2. |

Signature of Tenderer

Sr.Divl. Electrical Engineer(TRSO)Secunderabad.
for and on behalf of President of India

PART – H
ANNEXURE-V

INDEMNITY BOND
(On stamp paper Rs. 100/-)

1. This deed of Indemnity is executed on the day of _____ by _____ which expression includes his successor and assignee in favour of the President of India acting through the _____ South Central Railway, (herein after called the "Railway").
2. Whereas the parties hereto have entered into an agreement vide acceptance letter No. _____ dated _____ for the purpose of executing the said contract until such time the materials herein after mentioned are duly erected or otherwise and handed over to the Railway.
3. Whereas I _____ is required to hold in custody for and on behalf of the Railway in trust _____ which have been handed over to me for _____ in connection with _____ as per letter of Acceptance No. _____ for the purpose of executing the said contract until such time the materials are duly erected and handed over to Railway.
4. Whereas I _____ is require to furnish an Indemnity Bond.
5. Now by this Indemnity Bond I hereby undertake that I hold in my custody for and on behalf of the President of India and his property in trust of the said _____ handed over to me for the purpose of execution of the said contract until such time the materials are duly erected or otherwise handed over to the Railway.
6. I shall be entirely responsible for the said custody and protection of the said _____ materials against all risks till they are duly erected and or otherwise delivered to the _____ or to any other Officer as he may direct otherwise and shall Indemnify the Railway against any loss, damage or deterioration in respect of the said materials which are in my possession.

Signature of Tenderer

Sr.Divl. Electrical Engineer(TRSO)Secunderabad.
for and on behalf of President of India

PART – H
ANNEXURE-V

7. The said materials shall at all times be open for inspection by any authorized Officer of the Railway.
8. Should any loss or damage or deterioration occur or refund becomes due, the President of India shall be entitled to recover from us compensation for such loss or damage or deterioration the amount is to be refunded without prejudice to any other remedies available to Railways and also by deduction from any sum due or any sum which at any time hereafter may become due to us for this work or under any other contract with any other department of the Railway.
9. The value of the above materials for the purpose of Indemnity that can be claimed under this Indemnity Bond shall not exceed _____ (Rupees _____ only).
- 10 In the event of any loss or damage or deterioration as aforesaid the assessment of such loss or damage or deterioration, the assessment of compensation therefore would be made by the President of India or by his authorized Nominee and the said assessment shall be final and binding upon us.
- 11 In witness whereof I _____ have executed this Indemnity Bond on the date, month and Year first written at _____ dated this _____ day of _____ 2010 .

EXECUTANT.

Witnesses (With address)

1.

2.

Signature of Tenderer

Sr.Divl. Electrical Engineer(TRSO)Secunderabad.
for and on behalf of President of India

PART – H
ANNEXURE-VI

PERFORMANCE BANK GUARANTEE

1. In consideration of the President of India acting through

_____ (herein after called "the Government") having
awarded to contractor/ contractor(s) the contract No. _____
dated _____
valued at Rs. _____ for the work of _____

_____ (hereinafter called as the "Agreement") and the
contractor having agreed to provide a performance guarantee for the
faithful performance of the contract equivalent to 5% of the value of the
contract i.e., for Rs. _____ (Rupees _____
only) to the Government.

2. We _____ (indicate the name of the Bank) hereinafter referred to
as "The Bank" at the request of _____ (Contractor(s)) do
hereby undertake to pay to the Government an amount not exceeding
Rs. _____ (in words Rupees _____)
against any loss
or damage caused to or suffered or would be caused 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.

3. We undertake to keep this performance Guarantee in force till the
satisfactory completion of the work plus 60 days beyond that.

We _____ (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 would be caused to or suffered by the
Government by reason of breach by the said contractor(s) of any of the
terms and conditions contained in the said Agreement or by reason of the
contractor(s) failure to perform the said contract. 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
is restricted to an amount not exceeding Rs. _____.

4. We undertake to pay to the Government any money so demanded not
withstanding any dispute raised by the contractor(s)/supplier(s) in any suit
or proceeding pending before any court or Tribunal relating thereto our
liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of
our liability for payment there under and the contractor(s)/supplier(s) shall
have no claim against us for making such payment.

Signature of Tenderer

Sr.Divl. Electrical Engineer(TRSO)Secunderabad.
for and on behalf of President of India

PART – H
ANNEXURE-VI

5. We _____(Name of the 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 contract and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____(Office/Department) Ministry of _____ Certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____(date). we shall be discharged from our liability under this guarantee thereafter.
6. We _____(Name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance at 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.

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

7. We _____(Name of the Bank), last undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Date: The _____ day of _____ 2010 .

For _____(Bank)

Witnesses:

1. _____

2. _____

Signature of Tenderer

Sr.Divl. Electrical Engineer(TRSO)Secunderabad.
for and on behalf of President of India