

मध्य रेल



निविदा क्रमांक: 34/SNPD/Transport/2015

FOR

Sub:-Hiring of 750 Kgs Tempo, 3.0 MT& 9.0 MT capacity truck / lorry for transportation of Railway materials from various locations in Mumbai area (within a distance of 35 Kms from Sanpada Carshed) i.e.Wadibunder, Byculla, Currey Road, Parel, Matunga, Vidyavihar, Mahalaxmi, kalva&Kalyan and Parcel depots at Grand Road, LTT/Kurla, Dadar, CST-Mumbai, & Mumbai Central and other depots in Mumbai Area to Sanpada Carshed or vice-versa for a period of 02 years.

Quantity:

The contract will be for total 360 Nos. of trips for a period of 24 months i.e.

- 288 Trips for Cap.750 kgs
- 48 Trips for 3MT and
- 24 Trips for 9 MT

DUE DATE: 05-Apr-2016

CLOSING TIME: 11.00 AM & OPENING TIME: 11.15 AM

Tender issued by:

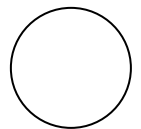
Tender issued to:-

**Assistant Material Manager (EMU), Sanapda
EMU carshed, Central Railway, Navi Mumbai-
400 705.**

M/s. _____

Cost of Tender Document – Rs. 2000/-

Book No.



START OF TENDER DOCUMENTS

Important Notes:

This tender document contains 51 pages as under including:

- Cover page as page No. **A**
- This page as page No. **B**
- Additional Special Conditions of Tender for Tender Documents downloaded from internet/ website at page No. **C and D**. These additional special conditions are applicable to tender document which is downloaded from internet / website.
- INDEX as per No.1
- Tender Notice as page No. **2**.
- Tender Form serially numbered from page No. **3 to 46**.
- The end of tender document is indicated by “End of Tender Document” marker. Tenderers should carefully see that above marker appears on the last page of downloaded tender document to ensure that downloaded document is complete.

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Special Conditions for Tender Documents downloaded from internet / website

1. These additional special conditions are applicable to tender document and considered as part of it, which is downloaded from internet / website.
2. Tenderer may note that, permitting of downloading of tender document is an added facility for convenience of tenderer/s. Railway, however, reserves right to extend this facility for selected works or continue only with direct sale of tender forms. In case, tender document is not uploaded on website or download failure or delay or incomplete document downloaded, whatsoever, Railway shall not be responsible in anyway. Railway shall not be responsible for any direct / indirect loss of business / profit resulting from inability to use this facility.
3. The Tenderer/s shall download and print the tender document solely for the purpose of bidding for above work and downloaded document shall not be used, copied or reproduced for any other purpose.
4. The end of tender document is indicated by “End of Tender Document” marker. Tenderer/s should carefully see that above marker appears on the last page of downloaded tender document to ensure that downloaded document is complete. Tenderer is suggested to check the integrity and completeness of document before submission.
5. The tender document downloaded from website though does not bear signature of Railway authority shall have same authority as having directly purchased from Rly office. Tenderers while submitting his offer must sign all pages of tender document.
6. The downloaded and printed tender document along with the various other documents should be submitted as per details mentioned in tender document. The tenderer should clearly write on main tender cover and also on the top of sealed cover “Tender documents downloaded from website”
7. The Tenderer/s are required to pay non-refundable cost of tender document in the form prescribed in tender notice while submitting their offer. In case, they fail to furnish the requisite cost of tender document in prescribed form, their offer shall be rejected. The cost of EMD shall not be merged with cost of tender form and shall be separately furnished.
8. The tenderer/s shall maintain the integrity of downloaded tender document and shall not make any change/ addition/ deletion/ tampering, whatsoever, in the downloaded documents. The tenderer/s offer shall be rejected and full earnest money shall be forfeited, in case it is detected after submission of offer, that they have made any modification in downloaded documents. In case such modification is noticed even after award of contract, Rly is liable to terminate the contract on

contractor's default. In addition Railway reserves the right to take action against the firm as deemed fit, which may include Banning of Business Dealings with the firm and the firm is also liable to be prosecuted as per the law. After award of work, agreement will be prepared based on the master copy of tender document available in the Railway's office. In case, any discrepancy is noted in tender document submitted by tenderer, the master document kept with Rly shall prevail and decision of Rly thereon shall be final and binding on Tenderer/ contractor.

9. Tenderer/s shall print the tender document on good quality A4 size papers of thickness 75 GSM or above and printed document shall be clearly legible. The document shall be properly bound and page numbers shall be in serial order as mentioned in downloaded documents. The Tenderer/s shall not be reimbursed with the cost of stationery, printing and binding etc. Offer of tenderer/s is liable to be rejected by Railway, if tender document is not printed or bound as per above instructions. Further tenderer shall bear expenses of internet connection and telephone charges, if any for downloading of tender document.
10. The tenderer/s shall keep themselves updated about any modification in tender notice and tender document issued by Railway through newspapers, website or E-mail or any other means and shall act accordingly. It is the responsibility of the tenderer to check any correction or any modifications published subsequently in website and the same shall taken into account while submitting the tender. Tenderer's offer is liable to be rejected if they have not enclosed all the corrections / corrigendum along with downloaded tender documents.
11. The "Additional Special Conditions for Tender Document downloaded from Website" must be signed by the tenderer and enclosed along with the tender document failing which the tender is liable to be rejected.
12. The following declaration should be given by the tenderer while submitting the tender.

**Signature of Tenderer with seal
DECLARATION**

I / We have downloaded the tender document from the website <http://tenders.gov.in> and I / we have not tampered / modified the tender forms in any manner. In case the document is found to be tampered / modified, I / We understand that my / our tender is liable to be rejected and full earnest money deposit will be forfeited and I / We am / are liable to be banned from doing business with Railways and / or prosecuted.

Signature of Tenderer with seal

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मध्य रेल/CENTRAL RAILWAY OFFICE OF THE

AMM(EMU) SANPADA

Tender Notice No: 34/SNPD/Transport/2015.

Assistant Material Manager (EMU), Central Railway Sanpada Carshed, for and on behalf of President of India, hereby invites sealed offers for the following work.

Name of work:

Hiring of 750 Kgs Tempo, 3.0MT&9.0 MT capacity truck / lorry for transportation of Railway materials from various locations in Mumbai area (within a distance of 35 Kms from SanpadaCarshed) i.e Wadibunder, Byculla, Currey Road, Parel, Matunga, Vidyavihar, Mahalaxmi, kalva & Kalyan and Parcel depots at Grand Road, LTT/Kurla, Dadar, CST-Mumbai, &Mumbai Central and other depots in Mumbai area to Sanpada Carshed or vice-versa for a period of 02 years.

Quantity:-

The contract will be for total 360 Nos. of trips for a period of 24 months i.e.

- 288 Trips for Cap.750 kgs
- 48 Trips for 3MT and
- 24 Trips for 9 MT

Approx. cost of work: Rs.6, 24,451.20

EMD: Rs.12, 490/-,

Cost of tender form: Rs. 2000/- (Non-refundable),

Date and time for submission of tender: 05-Apr-2016 up to 11.00 hrs,

Date of opening: 05-Apr-2016 at 11.15 hrs.

The tender booklet (Non-transferable) will be available for sale at this Office from 04-Mar-2016 to 04-Apr-2016 on all working days during office hours OR by downloading from Web site www.cr.indianrailways.gov.in and www.tenders.gov.in. The tenderers who prefer to download and submit tender will have to furnish Demand Draft of Rs. 2000.00 (Non-refundable) as the cost of Tender document.

The other complete details about the tender are available on above mentioned web site as well as in the office of AMM(EMU)SANPADA,SANPADA CARSHED

**(AMIT GAHOI)
A.M.M. (EMU) SNPD**

PREAMBLES

TENDER NO: 34/SNPD/Transport/ 2015

1.0 NAME OF WORK:

Hiring of 750 Kgs Tempo, 3.0 MT& 9.0 MT capacity truck / lorry for transportation of Railway materials from various locations in Mumbai area (within a distance of 35 Kms from SanpadaCarshed) i.eWadibunder, Byculla, Currey Road, Parel, Matunga, Vidyavihar, Mahalaxmi, kalva&Kalyan and Parcel depots at Grand Road, LTT/Kurla, Dadar, CST-Mumbai, & Mumbai Central and other depots in Mumbai area to Sanpada Carshed or vice-versa for a period of 02 years.

2.0 SCOPE OF WORK: Enclosed Annexure - I

3.0 Quantity:

The contract will be for total 360 Nos. of trips for a period of 24 months i.e.

- 288 Trips for Cap.750 kgs
- 48 Trips for 3MT and
- 24 Trips for 9 MT288 Trips for Cap.750 kgs (Tempo), 48 Trips for.

4.0 APPROXIMATE COST OF THE WORK	:-Rs.6,24,451.20
5.0 TIME AND DATE OF TENDER CLOSING	:-11.00 Hrs on 05-Apr-2016
6.0 TIME AND DATE OF TENDER OPENING	:-11.15 Hrs on 05-Apr-2016
7.0 COMPLETION PERIOD	:-24 months.
8.0 VALIDITY OF OFFER	:-180 days from the date of
Opening	
9.0 EARNEST MONEY DEPOSIT	:-Rs.12, 490.00

10.0 FOREIGN EXCHANGE:

No foreign exchange and / or import license shall be released / provided to the contractor in connection with this contract.

11.0 GENERAL

1. All the works shall be carried out by the contractor with tools and equipments arranged by the contractor.
2. The schedule of rates and quantities enclosed should be read in conjunction with the explanatory notes given in the tender papers.

**12.0 MINIMUM ELIGIBILITY CRITERIA OF TENDERER:
(Not applicable to this tender)**

- 13.0 Only those firms which in their individual capacity, satisfy the following criteria, need to quote for this tender:
- a. Should have completed from start to finish, in the last three financial years (i.e. current year and three previous financial years) at least one similar single work, for a minimum value of 35 % of advertised tender value of the work.
 - b. Total contract amount received during the last three years as per current ITCC should be a minimum of 150 % of advertised tender value of work.

Tenderers should submit documentary proof in regard to fulfilling these eligibility criteria along with their offer. The offers of tenderers who do not meet the eligibility criteria as mentioned above shall not be considered. The tenderers who fail to submit the documentary proof along with their offer will, normally, not be considered.

Tenderers may carefully note that their Contract Agreement for this work is liable to be terminated at any time later, in case any of the information furnished by them is found to be untrue or any adverse point comes to light subsequently. The decision of Railway in this regard shall be final and binding.

Note: Criterion:

1. For criterion (a) tenderer should submit completion certificates issued by the concerned Executive
2. For criterion (b) tenderer should submit audited balance sheet duly certified by the Chartered Accountant.

14.0 DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER:

The following documents are required to be submitted along with tender.

- a) **List of personnel** in the Organisation available on hand and proposed to be engaged for the subject work.
- b) **List of Plant & Machinery** available on hand (own) and proposed to be inducted (own & hired to be given separately) for the subject work.
- c) **List of works completed** in the last three financial years giving description of work, organisation for whom executed, approximate value of contract at the time of award, date of award & date of scheduled completion of work, actual completion and final value of contract should be given as per proforma A attached in form of Tender Part V.

- d) **List of works on hand** indicating description of work, contract value, and approximate value of balanced work yet to be done & date of award as per proforma B attached in form of Tender Part V.

Note:

- 1) In case of item (c) & (d) above, supportive documents / certificates from the organizations with whom they worked / are working should be enclosed as per proforma A and B mentioned above. Offer received without above details and supporting documents shall not be considered.
- 2) Certificates from the private individuals for whom such works are executed / being executed will not be accepted.

15.0 GENERAL CONDITION OF CONTRACT:

Unless otherwise stated in the tender papers, contract shall be governed by "General Condition of Contract" circulated by Railway Board on July 2013 applicable for Central Railway, copy of which is available, for reference in the office of the **Assistant Material Manager (EMU), Sanpada EMU Carshed, Sanpada, Navi Mumbai.**

16.0 ADDRESSES:

Relevant addresses for specified purposes in connection with the tender are given below:

16.1 For Contract execution –

Assistant Material Manager (EMU),
Sanpada EMU carshed, Sector-9, Sanpada, Central Railway,
Navi Mumbai- 400 705.

16.2 For Security Deposit / Earnest Money Deposit / Performance Guarantee.

Work Shop Accounts Officer (W&S)
Central Railway, Matunga
Mumbai- 400 019.

TENDER OFFER LETTER**Tender No: 34/SNPD/Transport/ 2015****Name of work:**

Hiring of 750 Kgs Tempo, 3.0 MT & 9.0 MT capacity truck / lorry for transportation of Railway materials from various locations in Mumbai area (within a distance of 35 Kms from SanpadaCarshed) i.e Wadibunder, Byculla, Currey Road, Parel, Matunga, Vidyavihar, Mahalaxmi, kalva&Kalyan and Parcel depots at Grand Road, LTT/Kurla, Dadar, CST-Mumbai, & Mumbai Central and other depots in Mumbai Area to Sanpada Carshed or vice-versa for a period of 02 years.

The President of India,
Acting through the Assistant Material Manager (EMU),
Sanpada EMU Carshed, Central Railway,
Navi Mumbai.

1. I / We M/s.....have read the various conditions 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**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 Central Railway, at the rates quoted in the attached schedule and hereby bind myself / ourselves to complete the work in all respect within **months** from the date of issue of letter of acceptance of the tender.
2. I / We also hereby agree to abide by the Indian Railways General Conditions of Contract 2011, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract/ Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
3. A sum of Rs.12490.00 is herewith forwarded as Earnest Money. Full value of the earnest money shall stand forfeited without prejudice to any other rights 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
 - b) I / We do not commence the work within fifteen days after receipt to order 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 Witnesses:

Signature of Tenderer(s)

(1) _____
(2) _____

Date.....

Address of the Tenderer(s)

PART-I

CHAPTER-I

INSTRUCTIONS TO TENDERERS

&

CONDITIONS OF TENDERING

PART-I**CHAPTER-I****INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING**

Para No	Subject
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1.1.2.0 Interpretations
1.1.3.0 Singular / Plural
1.1.4.0 Regulation for tender
1.1.5.0 Discrepancies / Omissions
1.1.6.0	.... Contractor's supporting documentation
1.1.6.1	.... Submission of documents
1.1.6.2	.... Tenderer's special conditions
1.1.6.3	.... Tender forms
1.1.7.0	.... Instructions for Tender submission
1.1.8.0	.... Inspection of site before tendering
1.1.9.0	.... Signing of tender
1.1.10.0	.... Earnest money, Security deposit and Performance Guarantee.
1.1.10.1	.... Earnest Money
1.1.10.2	.... Security deposit
1.1.10.3	.... Performance Guarantee
1.1.11.0	.... Quoting of rates
1.1.12.0	.... Erasure & alteration
1.1.13.0	.... Obligations to accept / reject
1.1.14.0	.... Deliberations
1.1.15.0	.... Retaining character of firm
1.1.16.0	.... Non compliance
1.1.17.0	.... Authority to accept tender
1.1.18.0	.... Execution of contract agreement
1.1.19.0	.... Completion
1.1.20.0	.... Partnership deals, Power of attorneys
1.1.21.0	.... Employment of retired Railway employee
1.1.22.0	.... Binding of Original offer
1.1.23.0	.... Submission of tender

PART - I**CHAPTER-I****INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDERING****1.1.1.0. TENDER PAPERS:**

The instructions to Tenderers and conditions of Tendering, conditions of contract, prices and payment and explanatory notes, specifications, forms of tender, preamble shall hereafter be collectively referred to as the "Tender Papers".

The intending tenderers are advised to study the tender papers carefully. The tenderer shall also acquaint himself with the local conditions, means of access to the site of work, nature of work and all other matters pertaining thereto.

The submission of tender shall be deemed to have been done after careful study and examination of the tender papers with a full understanding of the implications thereof.

1.1.2. 0 INTERPRETATIONS:

The following terms wherever occurring in the tender papers and wherever used throughout the execution of the work, shall unless excluded by or repugnant to the context, have the meaning attributed thereto as follows:

- (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Central Railway or of the Successor Railway authorized to deal with any matters which these persons are concerned on his behalf.
- (b) "General Manager" shall mean the officer in administrative charge of the whole of Central Railway and shall mean and include the General Manager of the successor Railway.
- (c) "Controller of Stores" shall mean the officer in charge of the Stores Department of Central Railway.
- (d) "Dy.Chief Material Manager" shall mean the Executive officer in executive charge of the works and shall include the Assistant Material Manager (EMU) and equivalent officers Stores Central Railway.
- (e) "Dy.Chief Material Manager's representative" shall mean the Assistant Material Manager (EMU) in direct charge of the work and shall include Chief Depot Superintendent for Stores Department of Central Railways.
- (f) "Divisional Railway Manager" shall mean the Administrative Officer in charge of a Division of Central Railway for the time being and shall mean and include the Divisional Railway Manager of the successor Railway.

- (g) "Contract" means the successful Tender, i.e. the Tender of the Tenderer whose Tender has been accepted either in whole or in part.
- (h) "Contractor" shall mean the person, firm or company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, Successors and permitted assigns.
- (i) "Contractor's Agent" shall mean the person or persons authorized under a duly executed Power of Attorney to take all actions relating to the work, as could be taken by the Contractor himself. In the case of a firm of Contractors, the Agent shall have the same powers as that of the managing Director of the firm.
- (j) "Contractor's Representative" shall mean a person in supervisory capacity who shall be so declared by the Contractor and who shall be authorized under a duly executed power of Attorney to receive materials issued by the Purchaser to the Contractor for the works. He shall be responsible for proper execution of work at each or all places and shall take orders from Purchaser's Engineers and carry out the same.
- (k) "Tenderer" shall mean the persons, the firm or company who tenders for the work with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.
- (l) "Work" or "Works" means all or any of the items of the work for which the Tenderer /Contractor has tendered / contracted according to the specifications, drawings and Annexure hereto Annexed, or to be implied there from or incidental thereto or to be, hereafter specified or required in such explanatory instructions and drawings, being in conformity with the said original specifications, drawings, annexure and schedules, and also such instructions and drawings additional to the above mentioned as may from time to time to be issued by the Purchaser's Engineers during the progress of the contracted work.
- (m) "Equipment" means all or any equipment considered necessary by the purchaser's Engineers for the satisfactory operation, as a whole, of the installations, including structures, foundations etc.
- (n) "Month" means any consecutive period of thirty days.
- (o) "Purchaser" means the President of India acting through his accredited Officers of any one of them. The **Assistant Material Manager (EMU), Sanpada EMU carshed, Navi Mumbai-400 705** shall be deemed to be one of such accredited officers.
- (p) "Purchaser's" means the **Assistant Material Manager (EMU), Sanpada EMU carshed, Navi Mumbai-400 705**, who will decide all matters relating to this tender.
- (q) "Sub-Contractor" means an individual or a firm of contractors or a company under Indian Company Act or approved suppliers of Materials to whom the contractor sublets portions of the contract after obtaining specific prior approval of the purchaser in writing to such subletting of contract.
- (r) "Site" means the areas to be taken up by the permanent works together with any other

area or areas as shall be determined by the purchaser's Engineers, which may be placed at the disposal of the contractor for the purpose of the contract and also such area or areas used for store yards, work yards, or workshop in proximity to the works as the purchaser's Engineers may have authorized as an extension of the site, irrespective of the terms and conditions under which they are occupied by the contractor.

- (s) "Specifications" shall mean the specifications as defined by RDSO / CORE / CEE, Central Railway for Materials & Works, issued under the authority of the Chief Electrical Engineer or as amplified, added to or superseded by special specifications, if any, appended to the Tender Forms.

1.1.3. 0 SINGULAR / PLURAL:

Words imparting the singular number shall also include the plural and vice versa where the context requires.

1.1.4. 0 REGULATIONS FOR TENDER:

These Regulations for Tender and Contract shall be read in conjunction with the General Conditions of Contract July 2013 as well as amended at the time of acceptance of the tender and at the time of execution of the agreement mentioned in clause 18 under Regulations and Conditions of Tender which are referred to herein and shall be subject to modifications, addition or super session by special conditions of contract and / or special specifications, if any, annexed to the Tender Forms.

1.1.5. 0 DISCREPANCIES / OMISSIONS:

The tenderers shall not take any advantage of any misinterpretation of the conditions due to typing or any other error / omission and if any doubt, shall bring it to the notice of the Engineer without delay in case any contradictions, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained.

Should a tenderer find discrepancies in, or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

1.1.6. 0 CONTRACTOR'S SUPPORTING DOCUMENTATION:

1.1.6.1 SUBMISSION OF DOCUMENTS:-

The tenderer is required to submit the following documents along with the tender:

- (i) Earnest Money Deposit
- (ii) Power of Attorney
- (iii) Tender Documents duly signed, stamped and completed.
- (iv) Completion Certificates for the work executed in last three financial year and

current financial year.

- (v) Programme for execution of work in scheduled time.
- (vi) Partnership deed / Association deed and Power of Attorney duly notarized / registered.
- (vii) Statement of payments received by the firm for contractual works during the last 3 years(year wise) certified by the Govt. Departments or Annual Reports of the firm for the last three years showing annual turnover duly audited by Chartered Accountants.
- (viii) Certificate from the controlling authorities of Govt./ Semi Govt. organization indicating value of work of similar nature carried out by the firm during the last three years in support of para 11.0 of Preamble.
- (ix) Any other documents the tenderer/s may like to submit in support of his / scheme.

1.1.6.2 TENDERER SPECIAL CONDITIONS:

The tenderer should normally not stipulate any special conditions while submitting his tender. In such an eventuality, Central Railway reserves the right to summarily reject such tenders without assigning any reasons whatsoever. The tenderer should normally submit his tender in full conformity with the tender conditions of Central Railway, Mumbai. If any particulars are furnished by the tenderer in response to specific tender conditions, by which such particulars are required to be furnished at the tender stage, this shall not be treated as special conditions for the purpose of this para.

1.1.6.3 TENDER FORM :

The following documents form part of contract :-

- (a) Tender offers letter
- (b) Preamble
- (b) Instructions to tenderers and conditions of tendering
- (c) Conditions of contract
- (d) Prices and Payments
- (e) Explanatory Notes
- (f) Technical Specifications
- (g) Central Railway's General Conditions of Contract (**G.C.C.**) July 2013 as well as amended at the time of acceptance of the tender and at the time of execution of the agreement mentioned in clause 18 under Regulations and Conditions of Tender. (Not attached to this tender document, however, it can be referred as and when it is required in this office)
- (e) Schedule of Quantities and Rates
- (f) Forms of the Tender
- (g) List of approved suppliers.

1.1.7.0 INSTRUCTIONS FOR TENDER SUBMISSION:

The tender must be accompanied with earnest money deposited in cash or in any forms mentioned in the tender notice failing which the tender will be summarily rejected. 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 the 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 resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the **Assistant Material Manager (EMU), Sanpada EMU carshed, Navi Mumbai**, 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 retained and adjusted as Security Deposit for the due and faithful fulfilment of the Contract in terms of Clause 6 (c) Annexure-I of General Conditions of Contract, July 2013. This amount of Security Deposit shall be forfeited, if the Tenderer(s)/ Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.

Earnest Money of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time, but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for 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.

1.1.8.0 INSPECTION OF SITE BEFORE TENDERING:

Before submitting a tender, the tenderer will be deemed to have satisfied him-self by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works.

1.1.9.0 SIGNING OF TENDER:

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. The Railways 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 charged to the Contractor.

1.1.10.0 EARNEST MONEY, SECURITY DEPOSIT & PERFORMANCE GUARANTEE:

1.1.10.1 EARNEST MONEY: (As per GCC, July 2013, Part I clause 5- Regulation for Tenders and Contracts)

- (1) (a) The tenderer shall be required to deposit Earnest Money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Earnest Money shall be as under:

Value of the work	Earnest Money Deposit (EMD)
A) For works estimated to cost Up to Rs.1 Crore.	2 % of the estimated cost of the work.
B) For works estimated to cost More than Rs.1 Crore.	Rs.2 Lacs plus ½ % (Half percent) of the excess of the estimated cost of work beyond Rs.1 Crore subject to a maximum of Rs.1 Crore.

The Earnest Money shall be rounded to the nearest Rs.10. This Earnest Money shall be applicable for all modes of tendering.

- (b) 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 Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted, this Earnest Money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of clause 16 of the General Conditions of Contract. The Earnest Money of other tenderers, shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) (a) The Earnest Money should be in **cash** or in any of the following forms:-

“The Earnest Money should be in cash or in the form of deposit receipts, pay orders or demand drafts executed by State Bank of India or any of the Nationalized Banks or by a Scheduled Bank.”

- (b) 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 Bank.
 - (iv) A deposit in the Post Office Saving Bank.
 - (v) National Savings Certificate.
 - (vi) Twelve year National Defence Certificates.
 - (vii) Ten years Defence Deposits.
 - (viii) National Defence Bonds.
 - (ix) National Saving certificate.
 - (x) Time Deposit Account which came into force on 16-03-1970 and notified under Ministry of Finance, Notification No.F3 (7)NS/70 dt.28-02-1970.
 - (xi) IRFC Bonds.

Note: (vi) to (vii). These certificates / bonds may be accepted at their surrender value.

1.1.10.2 SECURITY DEPOSIT: -

- (1) The Earnest Money deposited by the contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfilment 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.
- (2) Unless otherwise specified in the Special Conditions, if any, the Security Deposit / rate of recovery / mode of recovery shall be as under:
- (a) Security Deposit for each work should be **5 % of the contract value.**

- (b) The rate of recovery should be at the rate of 10 % of the bill amount till the full Security Deposit is recovered.
- (c) **Security Deposits will be recovered only from the running bills of the contract** and no other mode of collecting SD such as Security Deposit in the form of instruments like BG (Except Note (ii) below), FD etc. shall be accepted towards Security Deposit.
- (d) Security Deposits shall be returned to the contractor after the expiry of the maintenance period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the competent authority. The 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 and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal "No Claim Certificate" from the contractor concerned should be obtained.

Note:

- (i) After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/Irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (ii) In case of contracts of value Rs.50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining Security Deposit.
- (e) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the contractor under the contract, but Government Securities deposited in terms of Sub-Clause (1) of this clause will be payable with interest accrued thereon.

1.1.10.3 PERFORMANCE GUARANTEE (P.G): -

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

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (Thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (Thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15 % per annum shall be charged for the delay beyond 30 (Thirty) days i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, **amounting to 5 % of the contract value**:-
 - (i) A deposit of cash.
 - (ii) Irrevocable Bank Guarantee.
 - (iii) Government Securities including State Loan Bonds 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 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.
- (vii) A Deposit in the National Saving Certificates.
- (viii) Twelve years National Defence Certificate.
- (ix) Ten years Defence Deposits.
- (x) National Defence 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 (free from any encumbrance) may be accepted.

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

- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G shall be initially valid 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 PG extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25 % of the original contract value, an additional Performance Guarantee amounting to 5 % (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be en-cashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/ Partnership firm.
- (g) The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of :-
 - (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

- (ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the clauses / Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- (iii) The contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

1.1.11.0 QUOTING OF RATES:

The tenderer shall quote his rates with respect to the items given in the tender schedule enclosed with this tender booklet. (Part IV- Schedule of quantity and rates)

1.1.12.0 ERASURE AND ALTERATIONS:

Tenders containing erasure and alterations of the tender documents are liable to be rejected. Any correction made by the Tenderer in his entries must be attested by him.

1.1.13.0 OBLIGATION TO ACCEPT / REJECT:

It shall not be obligatory on the said authority to accept the lowest tender and no tenderer shall demand any explanation for the cause of rejection of his tender.

1.1.14.0 DELIBERATION:-

If the tenderer deliberately gives wrong information in his tender or creates circumstance for the acceptance of his tender, the Railway reserves the right to reject such tender at any stage.

1.1.15.0 RETAINING OF CHARACTER OF FIRM:

If a 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.

1.1.16.0 NON COMPLIANCE:

Non-compliance with any of the conditions set forth herein above is liable to result in the tender being rejected.

1.1.17.0 AUTHORITY TO ACCEPT TENDER:

The authority for the acceptance of the tender will rest with the **Assistant Material Manager (EMU), Sanpada EMU carshed, Navi Mumbai**, 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.

1.1.18.0 EXECUTION OF CONTRACT AGREEMENT:

- (a) The successful Tenderer shall be required to execute an Agreement with the President of India acting through the **Assistant Material Manager (EMU), Sanpada EMU carshed, Navi Mumbai**, for carrying out the work according to the Preamble, Conditions of contract, Instructions to the tenderers, General Conditions of Contract, Specifications given in the tender papers and as laid by RDSO/ Central Railway for Works and Materials within 21 days on receipt of letter of acceptance based on accepted rates and conditions mentioned above.
- (b) The Railway reserves the right of not to invite tenders for any work or works, or to invite open or limited tenders, and when tenders are called, to accept a tender in whole or in part or reject any tender or all tenders without assigning reason for any such action.
- (c) The Tenderer whose tender is accepted shall be required to appear at the office of the **Assistant Material Manager (EMU), Sanpada EMU carshed, Navi Mumbai**, as the case may be in person, or if a firm or corporation, a duly authorized representative, and execute the contract documents within seven days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the Tender in which case the full value of the earnest money accompanying the tender, shall stand forfeited without prejudice to any other rights or remedies.
- (d) 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 the acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the earnest money and to recover the liquidated damage for such default.
- (e) 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.
- (f) The earnest money deposited by the successful tenderer shall be forfeited if the contractor fails to execute the Agreement or fails to start the work within a reasonable time (to be determined by the Engineer after notification of the acceptance of his tender).

1.1.19.0 COMPLETION:

The works shall be completed within a period as mentioned in scope of work/ specification.

1.1.20.0 PARTNERSHIP DEEDS, POWER OF ATTORNEYS ETC.

- (a) The tenderer/s shall clearly specify whether the tender is submitted on his behalf or on behalf of the partnership concern. If the tender is submitted on behalf of partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. 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, recognizes such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor. The charges have been fixed at Rs.200/- payable by the tenderer at the time of submitting the power of attorney for scrutiny and advice.

- (b) If the power of attorney is not accepted, otherwise than for legal defect, the charges will be refunded. If the Power of Attorney is returned on account of legal defect for correction, separate charges of Rs.50/- for scrutiny of corrected power of attorney will be payable by the tenderer while resubmitting power of attorney. The same charges shall be recoverable for scrutiny of all documents.
- (c) No power of attorney in favour of an individual person will be accepted if it is irrevocable except when it is in favour of Bank.
- (d) In case, where the power of attorney/partnership deed has not been executed in English, the true and authenticated copies of the translation of the same by Advocate, authorized translator of courts and licensed petition writers should be supplied by the contractor/s while tendering for the work.
- (e) Cancellation or creation or correction of any documents, such as Power of Attorney, Partnership Deed, etc. which may have a bearing on the tender/contract should be communicated forthwith by the tenderer / Contractor in writing, failing which Central Railway, Mumbai, shall not have responsibility or liability for any action taken on the strength of the said documents.

1.1.21.0 EMPLOYMENT OF RETIRED RAILWAY EMPLOYEES .ETC:

- (a) Should a tenderer be 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 personal post or not, in the Engineering Department of any of the Railway owned and administered by the President of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired Engineer or a retired Gazetted officer as aforesaid, or should a tenderer being as incorporated company have any such retired Engineer or retired Officer as one of its directors, or should a tenderer have in his employment any retired Engineer, or retired gazetted Officer as aforesaid the full information as to the date of retirement of such Engineer or gazetted officer from the said service and in cases where such Engineer or Officer has not retired from Government service at least two years prior to the date of the submission of the tender as to whether permission for taking work with such contractor, if the contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, or to take employment under the contractor has been obtained by the tenderer or the engineer or the officer as the case may be from the President of India or any officer duly authorized by him in this behalf shall be clearly stated in written at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired engineer or retired gazetted officer is so associated with tenderer, as the case may be, shall be rejected.
- (b) Should a Tenderer be an individual on the list of approved Contractors, have a relative employed in gazetted capacity in the Railways or, in the case of a partnership firm or

company incorporated under the India Company Law should a partner or a relative or the partner or a share holder or a relative of a share holder be employed in gazetted capacity in the Railways, the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tenders may be rejected, or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provisions in Clause 62 of the General Conditions of Contract.

1.1.22.0 BINDING OF ORIGINAL OFFER IN CASE OF NEGOTIATIONS:

Should the Railway decide to negotiate with a view to bring down the rates, the original offer will still be binding in case nothing materializes out of the negotiation.

1.1.23.0 SUBMISSION OF TENDER:

Tender papers must be enclosed in sealed cover, Super-scribed "Tender for (name of work as per Tender notice/Tender document)" and must be sent by registered post to the address of **Assistant Material Manager (EMU), Sanpada EMU carshed, Navi Mumbai**, so as to reach his office not later than date and time of closing mentioned in preamble or deposited in the special box allotted for the purpose in the office of **Assistant Material Manager (EMU), Sanpada EMU carshed, Navi Mumbai**, This will be sealed and opened at the date and time mentioned in preamble. Those who wish to attend may do so at their own cost.

.....

Tenderer/s signature

Tenderer/s seal with Designation

.....

Date

Assistant Material Manager (EMU),
Sanpada EMU carshed,
Navi Mumbai-400 705.

PART - I

CHAPTER - II

CONDITIONS OF CONTRACT

PART – I**CHAPTER – II****CONDITIONS OF CONTRACT**

Para No.	Subject
1.2.1.	... Scope
1.2.2	... Condition of contract
1.2.3	... Purchaser's Representative
1.2.4	... Contractor's Representative
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1.2.20	... Standing indemnity bond
1.2.21	... Electrical contractor's license
1.2.22	... Other Special Conditions

PART - I**CHAPTER - II****CONDITIONS OF CONTRACT****1.2.1. SCOPE:**

This chapter deals with the conditions of Contract under which the various works coming under the purview of this contract are to be executed by the Contractor.

1.2.2. CONDITIONS OF CONTRACT:

If the Tender submitted by a Tenderer is accepted and the contract awarded to the Tenderer, the various works coming under the purview of the contract shall be governed by the terms and conditions included in the Tender papers covering the following:

- i) System of tendering
- ii) Preamble and scope of work to the Tender Papers.
- iii) Instructions to Tenderers and conditions of Tendering, as included in Part-I, Chapter-I of this tender document.
- iv) Conditions of contract, as included in this chapter.
- v) General conditions of contract, July 2013 of engineering department and from time to time (Not attached to this tender document).
- vi) Prices and Payments, as included in Part – I, Chapter III of this tender document.
- vii) Explanatory notes of Schedule and Schedule of prices and quantities as included in Part I, Chapter IV & Part IV of this tender document.

1.2.3. PURCHASER'S REPRESENTATIVE:

Subject as otherwise provided in this contract, all notices to be given on behalf of the Purchaser and all other action to be taken on his behalf may be given or taken, as the case may be, on his behalf by the General Manager or his successor.

1.2.4. CONTRACTOR'S REPRESENTATIVE:

The Contractor's Representative shall be a person as defined in Part-I, Chapter-I.

1.2.5. CONTRACTOR'S OFFICE & ADDRESS:

The Contractor shall within a month of issue of letter of acceptance of Tender, establish an office at a convenient place for progressing designs and drawings and field works, expeditiously, in consultation and with approval of the Purchaser. He shall intimate the Purchaser the address thereof in which all correspondence shall be sent. Any communication sent to the Contractor by post at his said address shall be deemed to have reached the Contractor duly and in time. Important documents shall be sent by Registered post.

1.2.6. PURCHASER'S ADDRESS:

The list of addresses to which correspondence and documents relating to the contracts to be made are as under:

1. For tender, policy matter and contract execution.**Assistant Material Manager (EMU),**

Sanpada EMU carshed,
Sector-9, Sanpada,
Navi Mumbai- 400 705.

2. For Security Deposit / Earnest Money Deposit / Performance Guarantee.

**Workshop Accounts officer (W&S) Matunga, Central Railway,
Mumbai-400 019.**

1.2.7. INCOME TAXES:

- (a) The Contractor and all personnel employed by him shall pay such taxes like income tax as are payable under statutory laws of India and the Purchaser will not accept any liability for the same.
- (b) Deduction of income tax at source as per provision of finance act and income tax act in force may be made from the Contractor / sub-Contractor and the amount so deducted may be credited to the Central Government.

1.2.8 LAWS OF INDIA:

This contract shall be governed by the laws for the time being in force in the Republic of India.

1.2.9 AGREEMENT

- a) The successful Tenderer shall, within 15 days on receipt of Letter of Acceptance, be bound to execute an agreement based on accepted rates and conditions, in such forms as the Purchaser may prescribe and lodge the same with the Purchaser

together with the conditions of contract, specifications and Schedule of prices referred to therein duly completed.

- b) If a work is transferred from the jurisdiction of one Railway to another Railway or to a project authority or vice versa while the contract is in subsistence the contract shall be binding on the Contractor and successor Railway / Project in the same manner and take effect in all respects as if the Contractor and the successor Railway / Project were parties thereto from the inspection and the corresponding officers or the competent authority in the successor Railway / Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway / Project under the original contract / agreement entered into.
- c) If for administrative or other reasons the Contract is transferred to the successor Railway / Project the contract shall, notwithstanding anything contained herein contrary thereto, be binding on the Contractor and the successor Railway / Project in the same manner and take effect in all respects as if the Contractor and the successor Railway / Project had been parties thereto from the date of this contract.
- d) Until a formal agreement is prepared and executed, acceptance of this letter shall constitute a binding Contract between us for this work.

1.2.10 SCHEME OF WORK:

The work should be done as per technical specification, explanatory notes and other conditions of contract and use of approved materials, equipment. The contractor should submit fortnightly to executive engineer a progress report of material received at site and progress of work.

1.2.11 ASSIGNMENT OR SUBLETTING OF CONTRACT:

The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the Railway. Any breach of this condition shall entitled the Railway to rescind the contract under clause 62 of GCC July 2013 and also render the contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation. Provided, always that execution of the details of works by petty contractor under the direct and personal supervision of the contractor or his agent shall not be deemed to be subletting under this clause. The permitted subletting of work by the contractor shall not established any contractual relationship between the sub-contractor and the Railway and shall not relived the contractor of any responsibility under the contract.

- 1.2.12 **VARIATION IN QUANTITIES:** If required, variation in quantity shall be done as per Clause 42(4) of General Conditions of the contract of July'2013.

1.2.13 ACCESS TO WORKSITE:

- (a) Access to the site for the purpose of this contract shall be accorded to the contractor by the purchaser at all times. In the execution of the work no person other than the contractor or his duly appointed representative or approved sub-contractor and bonafide workmen shall have access to the site. Access to the site of work at all times shall be allowed by the contractor to Officials or approved representatives of the purchaser or to Railway staff for purpose of maintenance.
- (b) The Purchaser or his authorized representative shall have the right to refuse admission to the work site of any person employed by the contractor whom the purchaser or his engineer may consider undesirable.
- (c) The purchaser or his Engineer shall be at liberty to object to the employment of any person as Contractor's Agent/Representative, approved sub-contractor's supervisors, workmen or labourer for execution of this contract on the ground of misconduct, incompetence or negligence. The contractor on receipt of notice of such objection in writing from the purchaser or his engineer shall forthwith remove the person so objected to and provide in his place any other competent person and shall not allow the persons so objected to, to enter the site of work subsequently or remain in the execution of the contract. The purchaser will not be liable to pay any cost or damage on this account.

1.2.14 ACCIDENTS:

- (a) The Contractor shall, in respect of all staff engaged by him or by his sub-contractor, indemnify and keep the purchaser at all times indemnified and protected against all claims made and liabilities incurred under Workmen's Compensations Act, the Factories Act and the Payment of Wages Act and rules made there under from time to time or under any other labour and Industrial legislation made from time to time.
- (b) The Contractor shall indemnify and keep the Purchaser 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 Contractor, his sub-contractors, his agents or his staff during the execution of this contract irrespective of whether such liability arises under the Workmen's Compensation Act, or Fatal Accident Act or any other statute in force for the time being.

1.2.15 SAFETY MEASURES:

The contractor 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. The contractor shall be

responsible for safe custody of all equipments till provisional acceptance. Moreover, if any time the works to be carried out directly concern the safety of trains, the contractor's staff must comply fully with Railway regulations given to him by the authorized Railway staff. The contractor'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 who will take all necessary steps in this regard.

1.2.16 ISSUE OF IDENTITY CARDS TO CONTRACTOR'S LABOURS:

Following certificates / documents should be issued to each contract labourers nominated to work in the Railway premises by the contractor, indicating Contract No, Name of the person, place of work etc.

- 1) Identity Card (As per proforma), 2) Character certificate issued by Police Department,
- 3) Certificate for technical competency.

If these are not issued to contract labourers, he / they will not be permitted to work in the Railway premises. The list of the labour should be submitted to this office for records.

1.2.17 DISASTER MANAGEMENT:

Vehicles and equipments of contractors working with railways can be provided/ asked to be deployed by Railway administration at its discretion in case of accidents/natural calamities involving human lives. In case it is seen that the contractors have shunned their responsibilities in case of disaster involving human lives, they may be levied penalties as decided by Railway administration or their contract can be rescinded as the requirement of Railway administration in such cases are for larger public interest.

1.2.18 INSURANCE:

a) The contractor shall take out and keep in force a policy or policies of insurance against all liabilities of the contractor or the purchaser at common law or under any statute in respect of accidents to persons who shall be employed by the contractor in or about the site and the contractor's office for the purpose of carrying out the works on the site. The contractor shall also take out and any keep in force a policy or policies of insurance against all recognized risk to their offices and depots. Such insurance shall in all respects be to the approval of the purchaser and if he so requires, in his name.

b) Insurance of materials and installations.

The contractor shall take out and keep in force a policy or policies of insurance for all materials/equipments in shortage and installations under erection and/or erected, until such materials and installations are provisionally handed over to the purchaser. For this purpose, the installations shall be deemed to have been provisionally handed over when a provisional acceptance certificate is issued for the installation. The contractor shall not be liable for losses or damages to equipment erected, in the course of erection or in similar courses over which the contractor has not control and which cannot be insured. Such losses or damages shall be the liability of the purchaser and, if required by the purchaser be made good by the contractor, at the cost of the purchaser.

c) The contractor should, however, insure the stores brought to site, against risks in consequence of war and invasion, as required under the emergency risks (goods) insurance act in force from time to time.

d) The contractor shall take out all insurance covers in connection with this contract with General Insurance Corporation of India only.

e) The purchaser will advise the contractor in his letter of acceptance of tender, the price and quantity of the entire Railway stores (if supplied by the purchaser) to enable the contractor to declare the value to his underwriters.

1.2.19 ISSUE OF MATERIALS TO THE CONTRACTOR:

If applicable, the contractors have to submit a Bank Guarantee for an amount equal to the cost of material paid to them and to be handed over to them for erection. The cost of material paid to them and handed over to them and under their possession at any time shall not exceed the value of the B.G. already submitted.

1.2.20 STANDING INDEMNITY BOND:

Cost of all the materials for which 'On Account' payments have been made to the contractor against the Contract and materials handed over to the contractor by the purchaser for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to the purchaser shall be covered by the standing indemnity bond, if applicable.

1.2.21 OTHER SPECIAL CONDITIONS:-

- 1.2.21.1** Firm should submit their offer with full credentials regarding working capacity, testing facilities and other financial capabilities. Offers from firms not having required infrastructure to carry out the work and testing facilities will be summarily rejected.
- 1.2.21.2** The work assigned in a complete reconditioning job, any item of the work whether specifically mentioned in the scope of work or not but necessary for completion of the work and proper functioning and commissioning of the equipment should be deemed to be the part of the scope of work.
- 1.2.21.3** Contractors, having adequate technically qualified supervisors and trained artisans, shall only quote. A list of the supervisors, in their employment, with their qualifications and No. of years of service with the tenderer shall be submitted.
- 1.2.21.4** Contractors found using sub-standard un-approved materials shall be, on the spot, stopped from executing further work and suitable action taken to terminate the contract. Particular note of this should be taken and it shall be strictly ensured that only quality work is done.
- 1.2.21.5** It will be the contractor's responsibility to ensure safety of their men and materials at site. No storage/accommodation will be guaranteed.

PART - I

CHAPTER – III

PRICES, PAYMENT

AND

SCOPE OF WORK /

TENDER SPECIFICATION

PART – 1**CHAPTER – III****PRICES AND PAYMENT****3.0 PRICES AND PAYMENT: -****3.1 SCOPE:-**

This chapter deals with prices to be paid for the various items of work and other amount payable in accordance with accepted schedule of prices and rates and conditions of payment herein mentioned.

3.2 SCHEDULE OF PRICES: -

The Tenderer shall quote his rates and fill up the form given in the tender schedule of quantities and rates. (Part-IV)

3.3 INCIDENTAL CHARGES:-

The unit prices are including of loss, wastage and incidental charges for transportation, loading, unloading and handling of materials. It also include commissioning for arranging dispatch by rail, completing all necessary formalities in this respect, arranging payment of wages collection of railway receipt all insurance premier banker's charges etc.

3.4 OTHER PRICE PAYMENT:-

No adjustment in unit price on account of price fluctuation will be permitted on any account.

3.5 PAYMENT TERMS:-

As mentioned in Tender specification / scope of work.

3.6 PROGRESS PAYMENT FOR SUPPLY & ERECTION:-

As mentioned in Tender specification / scope of work.

3.7 PENALTY:-

As mentioned in Tender specification / scope of work.

3.8 TENDER SPECIFICATION / SCOPE OF WORK:**(Tender No.34/ SNPD/Transport/ 2015)****1. Description of Work:**

- i. This tender is for hiring of 750 Kgs Tempo, 3.0 MT & 9.0 MT capacity truck / lorry for transportation of Railway materials from various locations in Mumbai area (within a distance of 35 Kms from Sanpada Carshed) to Sanpada Carshed or vice-versa for a period of 02 years.
- ii. Likely locations (within a distance of 35 Kms from Sanpada Carshed), from where materials will be transported are:
Wadibunder, Byculla, Currey Road, Parel, Matunga, Vidyavihar, Mahalaxmi, kalva & Kalyan and Parcel depots at Grand Road, LTT/Kurla, Dadar, CST-Mumbai, & Mumbai Central and other depots in Mumbai area lying within a distance of 35 Kms from Sanpada Carshed.
Movement of a Tempo/truck from any one or more locations as mentioned above to Sanpada Carshed or vice-versa within the working hours of 09.00 hrs to 18.00 hrs shall be counted as one trip if the distance travelled is less than or equal to 35 kms. For distance travelled more than 35 kms but less than 70 kms, two trips will be counted and so on.

2. Quantity:

The contract will be for total 360 Nos. of trips for a period of 24 months i.e.

- 288 Trips for Cap.750 kgs
- 48 Trips for 3MT and
- 24Trips for 9 MT

3. Taxes and Other Charges:

- (i) No taxes ,duties, Octroi , fees, toll, weighing charges, fuel, handling transit insurance, vehicle insurance etc., or any other taxes shall be payable by Railways.
- (ii) Contractor shall pay to the Municipality, Police and other authorities' charges as may be required by law and shall obtain all necessary licenses, permissions required by law for the activity or related to activity. The contractor shall pay all fees, taxes and charges as may be required on account of his own operation in executing the contract.
- (iii) The materials transported are Railway materials and exempted from payment of octroi to Municipal authorities and the Railways will issue necessary octroi exemption certificate.

4. Completion Period:

The contract shall be valid for a period of 24 months from the date of receipt of letter of acceptance.

5. Inspection & acceptance:-

The work completed shall be inspected by AMM/EMU/SNPD or by his authorized representative of Sanpada depot as per tender specification/ scope of work and will be accepted only after satisfactory services and duly accepted by the contractor and Railway's representatives.

6. Terms of payment:-

The payment shall be made on monthly basis after successful completion of work done by the contractor & final acceptance by AMM/EMU/SNPD or by his authorized representative and on submission of bill to AMM/EMU/SNPD on Railway's standard prescribed form on or before 7th of the following month.

7. Variation in Quantity :-

Total quantity i.e. total number of trips during the contract period is 360 as detailed in para 2, but actual No. of trips utilized by Railways may vary depending on the actual need. There will be no minimum guaranteed trips to the contractor, however total no. of trips may be increased to an extent of 25 % during the validity of the contract & the contractor shall be bound to carry out these additional quantity at the same rate, terms and conditions and will not be entitled for any claim on this account.

8. Penalty:-

- i. The contractor shall be fully responsible for any delay for what so ever reason in movements of trucks from one station to another. In such cases the Railways shall be at liberty to impose penalty of Rs.200/- per hour. The decision of AMM/EMU/SNPD in this matter shall be final and binding. Penalty of Rs. 1,000/- plus accepted rate per trip shall be imposed for non-provision of truck/tempo.
- ii. It shall be at the discretion of the Railway administration to accept the vehicle provided late with above penalty or to reject them. No compensation shall be payable if the vehicle is rejected due to late arrival. No vehicle shall be accepted after 11.00 hrs and the penalty for non-provision shall be levied.

9. Octroi Exemption certificate:-

The Octroi exemption certificate will be given for the Railway material being transported to other Railway depot as and when required.

10. General Conditions of Contract:-

All the conditions laid down below shall be applicable in the contract and these conditions shall be in addition to the IRS conditions of the contract and the Central Railway General Conditions of Contracts. Where there is a conflict between these conditions and the IRS conditions of contracts or the General Conditions of the Contract the former shall prevail.

11. Any specifications or conditions stated by the tenderer in the offer shall be deemed to be part of contract only to such extent as has been accepted explicitly by the Railway.
12. The tenderers are required to quote lump-sum-rate per truck/tempo per trip inclusive of all taxes, duties and fees, fuel, handling transit insurance, including toll tax, weighing charges and vehicle insurance and no separate charges on any account shall be payable by the Railways. Normally the truck/tempo shall be required to make one or more trips a day but Railways shall reserve the right to order as many truck/tempo and trips as desired within the working time of 09.00 hrs to 18.00 hrs.
13. The truck / lorry shall be provided fully equipped with all necessary arrangements for safe transportation of Railway materials. The truck shall be (below 8 years of age) in sound condition and shall be duly registered with Transport Authority and shall have necessary documents such as Pollution under Control, Road Tax and Insurance etc. The truck shall not be involved in any legal / criminal cases. Suitable hired vehicle, if any, may be accepted, provided having notarized legal agreement between vehicle registered owner and intending tenderer for the tender work with all terms and conditions of Rlys.
14. The contractor shall be required to make the truck / tempo available on or before 09.00 hrs along with driver and cleaner (Optional, if provided). Further movement shall be ordered by AMM(EMU)SNPD or other authorized person nominated by AMM(EMU)SNPD. Loading and un-loading shall be done by the Railway staff. The material loaded shall be delivered to where it has been ordered. The truck shall be accompanied by the Railway staff which shall be accommodated in the truck/tempo.
15. Normal working hours shall be 09:00 hrs to 18.00 hrs except in case of emergency / abnormal conditions specified in clause 17, all payments and penalties shall be levied based on the above timings.
16. The responsibility for safety of men and material loaded in the truck / lorry shall entirely lies with the contractor only.
17. The contractor shall ensure that the truck driver possess requisite driving license. Any violation of any traffic rules and consequences thereof shall be responsibility of contractor alone.
18. The contractor shall ensure that driver and the assistant (Optional, if provided) are not in intoxicated state at any time. In such cases Railway shall be at liberty to consider the truck as non-supplied and levy penalties for non-supply. During the course of duties, the man of contractor shall behave in a courteous and

disciplined manner and not act in any manner, which can cause loss of material / property / reputation of Railways.

19. The safe methods for transportation shall alone be used so as to ensure safety of structures, materials, property and Railway staff accompany with lorry.
20. The plea of custom prevailing shall not on any account be permitted as excuse for infringement of any of the conditions of the contract.
21. The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 as modified from time to time and shall also indemnify the Railways from and against any claim under the aforesaid act and the rules. Minimum wages to the driver and other statutory obligations shall be met by the contractor at his own cost.
22. No detention charges shall be payable, if truck is detained for more than stipulated time.
23. The contractor at his own expense shall be required to provide truck/ tempo as per order suitably equipped for safe transportation of material to the satisfaction of Railway Administration. The contractor shall be bound to transport all Railway material of whatsoever kind and description and shall deliver them safely and in sound condition and to the destination. The responsibility of safe and sound transportation of material shall be entirely that of contractor. The Railways shall be entitled for recovering the entire loss due to whatsoever reason during transit from their running bill or from Security Deposit and performance guarantee. The contractor shall be fully responsible for safe running of vehicle. Central Railway will not be responsible for any loss, damage, repairs, maintenance or accident to the vehicle or driver.
24. The contractor shall be fully responsible for any delay for what so ever reason in movements of trucks from one station to another. In such cases the Railways shall be at liberty to impose penalty of Rs.200/- per hour. The decision of AMM(EMU)SNPD in this matter shall be final and binding. Penalty of Rs.1,000/- plus accepted rate per day shall be imposed for non-provision of truck.
25. Normally the trucks shall not be required on the Sundays and Holidays, however, if the need arise the Railway Administration shall be at liberty to order trucks on Sundays and Holidays at the same rate, terms and condition. The Holidays for the purpose of the contract shall mean the days on which the AMM(EMU)SNPD depot is closed.
26. It shall be at the discretion of the Railway Administration to accept the trucks provided late with above penalty or to reject it. No compensation shall be payable if the truck is rejected due to late arrival.

27. The contractor shall submit the bill for trucks / lorry provided during the month in triplicate in Rly's prescribed form obtainable from this office on or before 7th of the following month duly accompanied by Inspection/ work completion report. The bills shall be submitted to AMM(EMU)SNPD and shall be passed and forwarded for payment to WAO/Matunga, who in turn shall arrange payment to the contractor. The records and registers maintained by DMS/GEN/SNPD for transportation of Railway materials duly countersigned by the contractor shall alone be considered as to calculate the number of truck / lorry provided per day. Such registers and Log-books shall be accepted as conclusive proof in the above matter.
28. Contractor shall pay to the Municipality, Traffic Police and other authority's charges as may be required by law and shall obtain all necessary licenses, permissions required by law for the activity or related to the activity. The contractor shall pay all fees, taxes, including toll and other charges as may be required on account of his own operation in executing the contract.
29. The contractor alone shall be responsible for any or all the losses of material or property of Railways or any third party resulting from / during transportation or any other activity undertaken by the contractor in execution of the contract for whatsoever reason, The above clause includes loss due to theft / accidents or any other reasons whatsoever during transit. The transit for the purpose of the above clause shall mean the time from start of loading to completing of un-loading at final destination. The valuation of the material or property shall be based on the Book rate or the Purchase rates whichever is higher and the records of Railways shall be treated as conclusive for the matter. The loss calculated by the Railways based on the above rates shall be binding on the contractor and Railway shall have every right to recover the same from the contractor.
30. The Railway administration shall be at liberty to recover the loss sustained by it and also to recover the penalty amount by any or all the means given below in addition to other legal remedies.
 - i. En-cashing security deposit and performance bank guarantee bond.
 - ii. Holding the bills for payment received from the contractor against this or any other contract
 - iii. To recover from any outstanding payables to contractor from the Government of India.
31. The authority for recovery shall be without prejudice to all other legal remedies available to the Railways.
32. The Contract shall be valid for two years from the date of issue of letter of acceptance. Any increase in the existing cost of fuel / or any other taxes after the submission of tender or during finalization of tender / currency of the contract, shall be borne by the contractor.

33. The tenderer must fulfill the latest directives in force from time to time issued by the Hon'ble Supreme Court, Delhi, Hon'ble High Court, Mumbai for conversion of transport vehicles more than 08 years old to run on CNG/LPG or otherwise phasing out the same. However, the vehicle needs to be in compliance to the legal statutory requirements / guidelines issued by State/ Central Govt. and enforce from time to time.
34. The contractor shall furnish the Indemnity Bond worth Rs.5 Lac to cover any loss of Railway's material and human loss to Rlys.
35. **Submission of Earnest Money Deposit, Security Deposit and Performance Guarantee:** As mentioned in tender booklet clause 1.1.10.1, 1.1.10.2 and 1.1.10.3 respectively of Part-I, Chapter-I, Instructions to Tenderers and Conditions of Tendering.

SPECIAL CONDITIONS FOR HIRING OF VEHICLES:-

(As per GM's office L.No.G.452/Hiring/Policy dt.11-03-2014)

- i) The contract shall be valid for a period of two years (24 months)
- ii) The rates mentioned shall be all inclusive and no other charges will be paid except the parking charges wherever levied on production of original parking coupons.
- iii) The contractor shall be responsible for providing the required number of vehicles at any time, even at short notice. The service should be available round the clock.
- iv) The hired vehicle should not owned by any Railway officer, staff or by their family members in full or part share basis.
- v) The contractor shall ensure that the tanks of all cars /vehicles supplied are fully filled up with diesel/petrol/CNG before these are sent for duty.
- vi) Vehicle must carry proper sticker of 'Govt of India' on front and back side.
- vii) The contractor shall ensure that all drivers have live mobile phone connections so that they are contactable whenever required.
- viii) **ARBITRATION** – the contract agreement should be governed by clause Nos. 63 & 64 of General conditions of contract pertaining to settlement of Disputes/Arbitration.
- ix) The contractor shall be fully responsible for safe running of vehicle. Central Railway will not be responsible for any loss, damage repairs maintenance or accident to the vehicle or driver.

- x) Central Railway Administration in no case is responsible for any legal matter arising of any State/Central Govt. laws in the matter of employment of the driver by owner of the vehicle or in respect of any other matter.
- xi) Minimum wages to the driver and other statutory obligations shall be met by the contractor at his own cost.
- xii) The contractor in addition to the indemnity provided by law shall indemnify the Railway administration against all liability whatsoever to pay compensations under Workmen Compensation Act as amended from time to time in respect of any accident/injury to any labour employed by him under this contract or compensation in respect of any claim arising out of or in the course of employment under this contract.
- xiii) The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the permission in writing of the Railway. Any breach of this condition shall entitle the Railway to rescind the contract and also render the contractor liable for payment to the Railway of any loss or damage arising or ensuing from such cancellation.
- xiv) The vehicles should be insured against accident etc. as per rules and statutory of obligations.
- xv) The quantities shown in the schedule are approximated and meant to give the tenderers an idea of the quantities of work involved. The Railway reserves the right to add/delete any item/s and to increase/decrease the quantities by 25%. Railway paras of GCC and relevant Railway Board's instruction on the subject shall be made part of the tender booklet.
- xvi) Standard GCC of Central Railway along with latest Railway Board's directives will be applicable in this contract. Earnest money, Security Deposit and Performance Guarantee and any other charges levy-able shall be recovered as per rules.
- xvii) Notwithstanding anything contained in the other clauses of the agreement, in the event of unsatisfactory service or any failure/breach at any time by the contractor of the terms and provision of the agreement, the contract shall be terminated forfeiting the deposit i.e. PBG/SD etc. of the contractor and contractors shall have no claim whatsoever against the administration in consequence of such termination of contract. Railway paras of GCC and relevant Railway Board's instruction on the subject shall be made part of the tender booklet.
- xviii) The contract agreement should be governed by clause Nos. 61 & 62 of General Conditions of Contract pertaining to Determination of contract.
- xix) Whenever there is any conflict between the General Condition of Contract and Special Condition of Contract, the latter shall prevail.
- xx) Service tax Registration number is mandatory for all bidders. It should be provided by bidder

PART - I

CHAPTER - IV

EXPLANATORY NOTES OF
TENDER SCHEDULE

PART-1**CHAPTER-IV****EXPLANATORY NOTES OF TENDER SCHEDULE****(Tender No.34/ SNPD/Transport/ 2015)****Description of Work:**

- i. This tender is for hiring of 750 Kgs Tempo, 3.0 MT& 9.0 MT capacity truck / lorry for transportation of Railway materials from various locations in Mumbai area (within a distance of 35 Kms from Sanpada Carshed) to Sanpada Carshed for a period of 02 years.
- ii. Likely locations (within a distance of 35 Kms from Sanpada Carshed), from where materials will be transported are:
Wadibunder, Byculla, Currey Road, Parel, Matunga, Vidyavihar, Mahalaxmi, kalva&Kalyan and Parcel depots at Grand Road, LTT/Kurla, Dadar, CST-Mumbai, & Mumbai Central and other depots in Mumbai area lying within a distance of 35 Kms from SanpadaCarshed.

Movement of a Tempo/truck from any one or more locations as mentioned above to Sanpada Carshed or vice-versa within the working hours of 09.00 hrs to 18.00 hrs shall be counted as one trip if the distance travelled is less than or equal to 35 kms. For distance travelled more than 35 kms but less than 70 kms, two trips will be counted and so on.

Quantity:

The contract will be for total 360 Nos. of trips for a period of 24 months i.e.

- 288 Trips for Cap.750 kgs
- 48 Trips for 3MT and
- 24 Trips for 9 MT

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PART - IV

SCHEDULE OF QUANTITY

AND

RATES

CENTRAL RAILWAY

Assistant Material Manger(EMU)
Sanpada Carshed, Sanpada.

No. 34/SNPD/Transport/2015

प्राइजशिड्यूल/ PRICE SCHEDULE

Sub:-Hiring of 750 Kgs Tempo, 3.0 MT& 9.0 MT capacity truck / lorry for transportation of Railway materials from various locations in Mumbai area (within a distance of 35 Kms from SanpadaCarshed) i.e Wadibunder, Byculla, Currey Road, Parel, Matunga, Vidyavihar, Mahalaxmi, kalva&Kalyan and Parcel depots at Grand Road, LTT/Kurla, Dadar, CST-Mumbai, & Mumbai Central and other depots in Mumbai area to Sanpada Carshed or vice-versa for a period of 02 years.

PROFORMA OF SCHEDULE OF PRICES

Description of work	Vehicle Capacity	Quantity	Unit	Unit Rate in Rs.	Total cost in Rs.
Hiring of 750 Kgs Tempo, 3.0 MT& 9.0 MT capacity truck / lorry for transportation of Railway materials from various locations in Mumbai area (within a distance of 35 Kms from SanpadaCarshed)i.eWadibunder, Byculla, Currey Road, Parel, Matunga, Vidyavihar, Mahalaxmi, kalva&Kalyan and Parcel depots at Grand Road, LTT/Kurla, Dadar, CST-Mumbai, & Mumbai Central and other depots in Mumbai area to Sanpada Carshed or vice-versa for a period of 02 years.	750 kgs	288 Trips	Per trip		
	3 MT	48 Trips	Per trip		
	9 MT	24Trips	Per trip		
Grand total :-		360 Trips			

Total cost in words:

Notes:

- (i) Likely locations (within a distance of 35 Kms from Sanpada Carshed), from where materials will be transported are:

Wadibunder, Byculla, Currey Road, Parel, Matunga, Vidyavihar, Mahalaxmi, kalva&Kalyan and Parcel depots at Grand Road, LTT/Kurla, Dadar, CST-Mumbai, & Mumbai Central and other depots in Mumbai area lying within a distance of 35 Kms from Sanpada Carshed.

Movement of a Tempo/truck from any one or more locations as mentioned above to Sanpada Carshed or vice-versa within the working hours of 09.00 hrs to 18.00 hrs shall be counted as one trip if the distance travelled is less than or equal to 35 kms. For distance travelled more than 35 kms but less than 70 kms, two trips will be counted and so on.

- (ii) There will be no minimum guaranteed trips to the contractor, however total no. of trips may be increased to an extent of 25 % during the validity of the contract & the contractor shall be bound to carry out these additional quantity at the same rate, terms and conditions and will not be entitled for any claim on this account.
- (iii) The offer shall be inclusive of all taxes, duties and fees, fuel, handling transit insurance, including toll tax, weighing charges and vehicle insurance & other incidental charges etc. Any increase in the existing cost of fuel / or any other taxes after the submission of tender or during finalization of tender / currency of the contract, shall be borne by the tenderer.
- (iv) Total cost shall be filled in figures and in words also.
- (v) All rates quoted shall be in response must be firm and not subject to fluctuations.
- (vi) Railway reserve the right to increase or decrease the quantity or delete the complete items from the list of work given above, the total cost will be adjusted accordingly.
- (vii) The work should be carried out to the entire satisfaction of Assistant Material Manager (EMU) Sanpada carshed.
- (viii) The work will be subject to General conditions of the contract, as applicable from time to time.

I / WE AGREE TO SUPPLY AND CARRYOUT THE ITEMS OF WORK AT RATES QUOTED BY ME/ US STRICTLY IN ACCORDANCE WITH THE CONDITIONS OF THE CONTRACT OF ELECTRIC DEPARTMENT INFORCE ON THE CENTRAL RAILWAY AS STIPULATED ABOVE AND AS MAY BE CHANGED FROM TIME TO TIME.

Dated:

Signature of the Tenderer (s)

Seal and Address:

PART - V

FORMS FOR TENDER ETC.

“END OF TENDER DOCUMENT”