

INTEGRAL COACH FACTORY, CHENNAI – 600 038**TENDER DOCUMENT FOR
Rate Contract for hiring digital Photocopiers for 24 (twenty four) months from
the date of award of contract****OPEN TENDER NOTICE NO.A/G/S/21/HPM DATED 25.06.2018**

Last Date for Issue of Tender Forms	17.00hrs on 24/07/2018
Closing Date & Time for Receipt of Tender Forms	14.30hrs on 25/07/2018
Date & Time for Opening of Tenders	15.00hrs on 25/07/2018

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TENDER NOTICE
INTEGRAL COACH FACTORY, CHENNAI-38
OPEN TENDER NOTICE NO. A/G/S/21/HPM Dated 25.06.2018

On behalf of the President of India, Secretary/Integral Coach Factory, Chennai-600 038 invites sealed quotations for the following Tender for entering into:

Rate Contract for hiring digital Photocopiers for 24 (twenty four) months from the date of award of contract

Last Date for Issue of Tender Forms	17.00 hrs. on 24/07/2018
Closing Date & Time for Receipt of Tender Forms	14.30 hrs. on 25/07/2018
Date & Time for Opening of Tenders	15.00 hrs. on 25/07/2018

Non-transferable Tender forms can be obtained from the **Office of the General Manager, GM's Administrative Building, 1st Floor, Integral Coach Factory, Chennai-600 038**. The cost of the Tender document is ₹2000/- if collected in person and ₹2500/- if required to be sent by registered post on submission of Demand Draft drawn in favour of PFA/ICF. Alternatively, the Tender form/documents can be downloaded from the ICF website www.icf.indianrailways.gov.in. In this case, the tender can be submitted along with a separate demand draft for ₹2000 towards the cost of tender form/documents, and drawn in favour of PFA/ICF. The tenderer should also submit EMD for ₹26,000/- in the form of DD drawn in favour of PFA/ICF, Chennai-600 038. Tenderers are required to refer the tender documents regarding eligibility and other conditions. If the date of receipt and opening of tender happens to be a holiday, the same will be opened on the next full working day. The tender cost is non-refundable and offers received without the tender cost and EMD will not be considered.

1. Period of Rate Contract : 24 (twenty four) months from the date of award of contract
2. Approximate Tender Value: ₹13.00 Lakhs.

SECRETARY/INTEGRAL COACH FACTORY
For and on behalf of the President of India

CHAPTER-I

PREAMBLE

1.0 NAME OF WORK

Rate Contract for hiring digital Photocopiers for 24 (twenty four) months from the date of award of contract.

2.0 SCOPE OF WORK

This Tender is to enter into the Rate Contract for Hiring of Digital Photocopiers for various departments of ICF. The Rate Contract will be operated by nominated representatives of various departments, called Direct Demand Officers (DDO), based on their needs. The Work Orders will be placed by the DDOs giving details with reference to the Rate Contract as and when required. Contractor will be bound to keep the agreed rates fixed and valid for the contract period up to **24 (twenty four) months from the date of award of contract.**

3.0 SCHEDULE OF QUANTITIES and QUOTING RATES

The estimated requirements of Photostat copies are given in the attached Schedule of Quantities Form-II. The requirement/quantity given is for guidance and quoting the rates. The Order will be placed by the individual offices based on their needs. The Finalization of the Rate Contract does not guarantee the placement of the Order. The Tenderer is advised to quote the most competitive rates for all range of copies specified there.

4.0 GENERAL

- 4.1 The Tenderer should have an exclusive dedicated unit/division with adequate plant and machinery / test and repair facility, to attend to all kinds of service complaints for Digital Photocopiers. The details of Photocopier machines available on hand (owned) and proposed to be inducted (own and hired) is to be provided separately.
- 4.2 The Tenderer should have adequate service personnel. Details of personnel available on hand and proposed to be engaged for this work should be submitted along with the tender. The service personnel deputed for the subject work must have experience and thorough knowledge of servicing Digital Photocopiers.
- 4.3 Details of similar works, if any, completed in the last three financial years giving description of work, organization for whom executed and approximate value of the contract at the time of award, date of completion of the work should be given along with the offer as per format given in Form -III (a).
- 4.4 List of works on hand indicating description of works, contract value, and date of award should also be given along with the order as per format given in Form-III (b).

- 4.5 The Tenderer must have a local office in Chennai comprising skilled technical persons, as required for providing smooth support to ICF with respect to trouble free functioning of Photocopier machines.
- 4.6 The Tenderer must have the facility with telephone numbers, provided with adequate lines, for the purpose of registering the failure or break down complaints received from the various DDOs.
- 4.7 The Tenderers shall keep their offer open for **45 days** from the date of opening of tender.
- 4.8 Only authorised agents are allowed to buy the Tender documents on behalf of their principals.
- 4.9 Tenders submitted by the Tenderers, who have not purchased the Tender documents themselves or through their agents, and tenders from agents without letter of authority from the principals will be summarily rejected.
- 4.10 Telex/Fax /Telegram and Letter Head offers will be summarily rejected.
- 4.11 Incomplete tenders/offers will also be summarily rejected.
- 4.12 It shall not be obligatory to accept the lowest Tender and no Tenderer /Tenderers shall demand any explanation for the cause of rejection of his/their tender.

5.0 ADDRESS FOR COMMUNICATION

All correspondence and documents relating to the Tender should be sent to Secretary/ICF, Office of the General Manager, General Administration, Integral Coach Factory, GM Administrative Building, Chennai-600 038. Telephone No: **044-26147006/26147019/26147013.**

Signature of Tenderer/Contractor

Date

Address

CHAPTER-II **GENERAL CONDITIONS OF THE CONTRACT**

The Rate Contract and Work Orders placed against the Rate Contract shall be governed by the ICF's General Conditions of the Contract as amended from time to time. The Rate Contract and the Work Orders shall be issued for and on behalf of President of India.

CHAPTER-III
SPECIAL CONDITIONS OF THE CONTRACT

- 1 In case any of the terms and conditions of this invitation to Tender is not acceptable, the same should be clearly specified in the bid. Tenderer shall indicate for each section of the Tender document that either his Tender complies in every respect with the requirements of each clause and sub clause or if not, precisely how they differ from the requirements of the Tenderer. In latter case, the Tenderer shall enclose a separate statement indicating only the deviations for any clause or sub clause with detailed deviations proposed. ICF reserves the right to accept or reject these deviations and the decision of ICF thereon shall be final.
- 2 The contract will be **for 24 (twenty four) months from the date of award of contract**. However, ICF reserves the right to extend the contract for further period up to 12 months or part, on the same terms and conditions.
- 3 ICF reserves the right to place Contract on more than one vendor at varied rates in such a manner as may be deemed fit/convenient.
4. When deemed necessary, ICF may seek clarifications on any aspect from the Tenderer. ICF may ask the tenderer to give presentation for the purpose. All expenses for this purpose as also for the preparation of documents and other meeting shall be borne by the Tenderer.
- 5 ICF may at any point of time, by a written order given to the Tenderer, make changes within the scope of Contract/Work Order.
- 6 ICF reserves the right to accept any bid, annul the Tender process and reject all bids at any time prior to the award of contract without incurring any liability to the affected Tenderer and/or without any obligation to inform the affected Tenderer of the grounds for its action.
- 7 The rates finalized shall be binding on the Contractor and no increase whatsoever due to any reason will be acceded to during the validity of the contract.
- 8 Any taxes/levies/ Duties including Airport Levy payable or likely to be payable to Govt./local bodies are to be borne by the Contractor.
- 9 ICF shall promptly notify the Contractor of any claims arising under the contract. Upon receipt of such notice, the Contractor shall, with all reasonable speed, remove the defects, without prejudice to any other rights, which ICF may have against the Tenderer under the contract.
- 10 If the Tenderer, having been notified fails to remedy the defects within a reasonable period, ICF may proceed to take remedial action as may be necessary, at the Tenderer's risk and expenses and without prejudice to any other right, which it may have against the Tenderer under the contract.

- 11 The contract is not transferable and subcontracting in part or full will not be permitted. The Tenderer shall not assign in whole or part of its obligation to perform under the contract to others.
- 12 ICF reserves the right to require the contractor to deploy his personnel to work as and when required for repairs and maintenance.
- 13 If any problem arises during the non-working hours, the contractor should ensure that their personnel should report to duty immediately on being contacted by ICF management.
- 14 Tenderer should ensure that telephone numbers / mobile phone numbers and contact addresses of their personnel are current ones and made available to ICF.
- 15 ICF may at any time terminate the contract by giving written notice to the Tenderer, if Tenderer becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to ICF.
- 16 ICF may without prejudice to any other remedy for breach of contract by written notice or default sent to the Tenderer, terminate the contract if :-
 - 16.1 The Tenderer fails to deliver any or all of the obligations / satisfactory performance within the time period specified in the contract, or any extension thereof granted by ICF.
 - 16.2 The Tenderer fails to perform any or all obligations under the contract.
- 17 **Arbitration:** In the event of any dispute or difference between the parties as to the construction or operation of the contract or the respective rights and liabilities of the parties on any matters in question, such of those matters shall be referred to arbitration as per the arbitration clause enjoined in the ICF's General Conditions of Contract for Works as corrected and updated. All disputes and difference arising out of the performance of the contract shall be referred to the General Manager/ICF as per Clause 64 of General Conditions of Contract and Arbitration and Conciliation (Amendment) Act-2015, who will nominate any Officer to be the sole arbitrator and the arbitrator's decision is final and binding on both the parties. The place of Arbitration shall be at Chennai only.
- 18 Any dispute or difference arising out of this contract shall be within the jurisdiction of courts in Chennai only.
- 19 The authority for the acceptance of the Tender in whole/partial rests with the ICF. The ICF shall not be bound to accept the lowest or any Tender or to assign any reason for non-acceptance or rejection of a tender. The ICF reserves the right to accept any Tender in respect of the whole or any portion of the work specified in the Tender paper or to sub-divide the work among

different Tenderers or to reduce the work or to accept any Tender for less than the tendered quantities without assigning any reason whatsoever.

- 20 Terms of Payment cannot be different from what are provided by the terms and conditions of the Tender. Advance payment or any payment merely on delivery is NOT permitted. Offers not complying with this condition will be summarily rejected.
- 21 Acceptance of Tender will be communicated by Ordinary Post, Speed Post or Registered Post with Acknowledgement Due (RPAD) or formal acceptance of tender. In case where acceptance is indicated by Ordinary Post, Speed Post or RPAD, the formal acceptance of Tender will be forwarded to the Contractor as soon as possible but the Ordinary Post, Speed Post or RPAD should be deemed to effect the acceptance of the Contract.
- 22 Execution of Agreement: The successful Tenderer shall be required to execute an agreement for executing the works according to the conditions of tender/contract, accepted rates, specifications, schedule of prices and time schedules. Such an agreement shall be executed with the President of India acting through the Secretary/ICF. The cost of the stamp duty on the agreement shall be borne by the successful Tenderer.
- 23 The powers conferred upon the President of India and all directions, discretions, and approvals to be given by him may, unless otherwise expressly provided by these conditions, be exercised and given by Secretary/ICF for the time being or any other officer deputed by the Secretary/ICF.
- 24 The Tenderer, whose Tender is accepted, is hereinafter called the CONTRACTOR.
- 25 Any notice to be served on the Contractor shall be deemed to be sufficiently served, if delivered, left at or sent by Speed Post/Registered Post addressed to the Contractor at his last known place of business. Any notice to be served by the Contractor on the President of India under this Tender shall be deemed to be sufficiently served, if sent by Registered Post addressed to the Secretary/ICF, General Administration, Integral Coach Factory, Chennai-600 038.
- 26 Income Tax & Other Taxes: The Contractor and all personnel employed by him shall pay such taxes like income tax as payable under statutory laws of India and the ICF WILL NOT ACCEPT any liability for the same.
- 27 Communication to be in writing: All notices, communications, reference and complaints made by ICF or ICF's representative or the Contractor inter-se concerning the works shall be in writing and no notices, communications, reference or complaints not in writing shall be recognized.
- 28 Service of Notice on the Contractor: The Contractor shall furnish to the ICF, the name, designation and addresses of his authorized agent at Chennai and all complaints, notices, communications and references shall be deemed to have

been duly given to the Contractor if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the ICF.

- 29 **Time Schedule:** As time is of essence of the contract, the Contractor should strictly adhere to the time schedule of repairing the Photocopier machine within two days. In case, it is felt by the Contractor that the repair is going to take more than two days, a substitute machine must be provided by the Contractor as stand-by so that ICF work does not get hampered. The stand-by provided should be able to do all the elements of work being done by the machine under repair. Any delay will attract penalties as given in the relevant clauses. The time schedule is not negotiable to further changes and the offers of the firms quoting different time schedules will not be considered.
- 30 The custody of the materials supplied during the contract for the execution of the work including spares required for the purpose of maintenance shall be the responsibility of the Contractor. These should be kept under lock and key for which no cupboards or any other furniture will be provided by ICF. However, ICF shall provide suitable and sufficient place for the custody of the materials and spares.
- 31 During the course of the execution of works under the contract, Contractor shall adhere to the extant procedures for taking in the materials/equipment from and into the ICF premises.
- 32 The documents, drawings and information etc., which the CONTRACTOR would have come across in the normal course of the execution of this contract, will not be divulged to any other party without the written consent from the ICF.
- 33 No allowance or any other compensation will be paid by ICF for the visits of the Contractor or his representatives to ICF sites and for the time spent by them at ICF sites, for performing work covered under this contract.
- 34 ICF shall not be responsible for providing accommodation to the Contractor or to his representatives who will be visiting ICF or to any other ICF site where works are required to be executed under this contract. However, working space will be provided.
- 35 The contract document shall be signed in by ICF and the CONTRACTOR. The contract documents are complementary and what is called for by any one shall be as binding as if called by all.
- 36 The documents comprising this agreement consisting of the agreement between the parties hereto, shall supersede and cancel all previous negotiations, writings, commitments or agreements as provided herein. This agreement may

not be released discharged, abandoned, changed or modified in any manner orally or otherwise except by an instrument in writing, signed by duly authorized Officers of representatives of each of the parties hereto.

- 37 Income Tax: Income tax will be deducted at source by the Paying Authority as per the extant rules.
- 38 The Tender shall support service directly and shall not do through franchisee or other third party.
- 39 The Contractor shall employ technically qualified **Residential Service Engineer** with relevant field exposures related to maintenance and repair works.
- 40 All the tools and plants such as crimping tools, soldering iron, measuring instruments, ladders, safety equipments and other electrical/electronic tools required for this work shall be arranged by the Contractor at their own expense including the cost of conveyance to adhere to the target date of completion. The administration will not be responsible for inadequacy of tools and plants brought by the Contractor and no claim on this ground is admissible.
- 41 The Contractor shall be responsible to see that the work executed by him does not in any way infringe or damage the existing structures or other works in the area. The Contractor is liable to take responsibility and rectify for the damage if any caused to the ICF property during the execution of their work.
- 42 ICF administration shall not be responsible for safety of the staff of the Contractor and hence the personnel shall not be liable for any compensation arising out of accidents while executing the work. Ensuring adequate safety measures and insurance for such staff will devolve upon the Contractor.
- 43 PERFORMANCE GUARANTEE:**
- 43.1 The successful bidder should give a Performance Guarantee amounting to 5% of the accepted/contract/work order value in any of the following forms:-
- a) A deposit of cash
 - b) Irrevocable Bank Guarantee
 - c) Government Securities including State Loan Bonds at 5% below the market value
 - d) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance could be either of the State Bank of India or of any of the Nationalised Banks.
 - e) Guarantee Bonds executed or Deposit Receipts tendered by all Scheduled Banks.
 - f) A Deposit in the Post Office Savings Bank.
 - g) A deposit in the National Savings Certificate.
 - h) Twelve Years National Defence Certificates
 - i) Ten Years Defence Deposits
 - j) National Defence Bonds
 - k) Unit Trust Certificate at 5% below market value or at the face value Whichever is less.

Also FDR in favour of PFA/ICF (free of any encumbrance) shall be accepted.

- 43.2 The Performance Guarantee should be furnished by the Contractor on obtaining written communication from the DDO and prior to issue of the Work Order by the DDO. The performance guarantee should be valid up to 60 days beyond the date of expiry of the Rate Contract period.
- 43.3 Performance guarantee shall be released after satisfactory completion of the work. The procedure for releasing should be same as for security deposit.
- 43.4 Wherever the contracts are rescinded, the security deposit will be forfeited and the performance guarantee will be encashed.
- 43.5 The successful bidder shall have to submit a performance Guarantee (PG) within 30 days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of Letter of acceptance 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 delay beyond 30 (thirty) days. i.e from 31st day after issue of LOA. In case the contractor fails to submit the requisite PG even after 60 dyas 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.

44 SECURITY DEPOSIT:

- 44.1 Security deposit for each work shall be 5% of the value of the Work Order. This sum will be for the due and faithful fulfilment of the contract by the Contractor. The security deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered.
- 44.2 The security deposit/rate of recovery/mode of recovery shall be as under:-
- ❖ Security deposit for each work shall be 5% of the value of the Work Order.
 - ❖ Rate of recovery shall be at the rate of 10% of the bill amount till the full security deposit is recovered
 - ❖ Security deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like Bank Guarantee, Fixed Deposit etc.
- 44.3 The security deposit would be returned to the Contractor after the satisfactorily completion of the work as certified by the Competent Authority.
- 44.4 Security Deposit will bear no interest.
- 44.5 Security deposit shall be returned to the Contractor after the completion of the work as certified by the competent authority, after adjustment of any dues

payable by the Contractor. Before releasing the SD, an unconditional and unequivocal “No claim Certificate” will be obtained from the Contractor.

45. Provision of Employees Provident Fund and Miscellaneous Provisions Act 1952

i) The contractor shall comply with the provisions of para 30 & 36 of Employees Provident Fund Scheme, 1952: Para 3 & 4 of Employees’ Pension Scheme, 1955: and Para 7&8 of Employees Deposit Linked Insurance Scheme, 1976: as modified from time to time through enactment of “Employees Provident Fund & Miscellaneous Provisions Act, 1952”, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and Rules.

ii) The contractor is required to comply with the provisions of EPF & M&P Act, 1952 and obtain code number from the concerned authorities whenever workmen employed by him are 20 or more. He shall also indemnify Railways from and against any claim, penalties, recoveries under the above Act and Rules. Contractors should get the code number under the EPF so as to enable the PF Commissioners to extend the social security benefits to the workmen engaged by the Railway contractors.

46. This tender complies with Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter No.2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017.

47. All the labourers should be in distinctive uniform while executing the work at site, failing which, the labourers will not be allowed to work.

48. The salaries/wages to your staff/workers/labourers, should be disbursed only through Banks and the poor for the same i.e. The Bank pass book in the name of your staff/ workers/labourers should be submitted to this office for verification. This arrangement should be done with immediate effect.

49.0 VARIATION IN QUANTITIES: (Board’s letter No.2007/CE.I/CT/18 Pt.XII dt.31.12.2010)

49.1 The Drawings referred to in the list of plans, if any, are intended only to Give a rough and general idea of the location and rough details of work to be done. No claim whatsoever will be admissible in respect of any alteration/addition/deletion/change in the type of works. The railway administration reserves the right to modify any or all the schedules whether it is to increase or decrease the scope of the work including inclusion/deletion of any item(s).

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

- 49.3 In the event of any reduction in the quantities to be executed for any reason whatsoever, the contractor shall not be entitled for any compensation but shall be paid only for the actual quantity of work done, at the agreemental rates.
- 49.4 When the gross value of the work to be executed is likely to increase in excess of 25% of the original value of the agreement, the Contractor should notify the Engineer-in-Charge at least THIRTY DAYS before such necessity arises.
- 49.5 Individual Non-Schedule items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item will be operated in excess of 125% of the agreement quantity subject to the following conditions:
- (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade:
 - (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
 - (c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO and approval of General Manager.
 - (d) In cases where decrease is involved during execution of contract:
 - (i) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.
 - (ii) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.

(iii) It should be certified that the work proposed to be reduced will not be required in the same work.

(e) The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.

49.6 No such quantity variation limit shall apply for foundation items.

49.7 As far as USSOR 2011 items are concerned, the limit of 25% would apply to the value of USSOR 2011 schedule as a whole and not on individual USSOR 2011 items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

49.8 For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.

49.9 For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.

49.10 For tenders accepted by Board Members and Railway Ministers, variations upto 110% of the original agreement value may be accepted by General Manager.

49.11 The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

The contract shall be considered as vitiated only when the following percentage variation in contract value between tenderers are noticed to have been exceeded.

- a) small value contracts (Tender value less than Rs.50 lakhs - 10%
- b) other than small value contracts (Tender value equal to or more than Rs.50 lakhs - 5%)

50. VITIATION CLAUSE:

50.1 In the event of Vitiatio n occurring due to increase or decrease in quantities among the first, second and third lowest valid tenderers, the vitiatio n shall be to contractor's account. The total value of the work done shall be calculated at the rate offered by those tenderers and the amount payable shall be limited to the lowest aggregate value as worked out.

50.2 Vitiatio n as above shall be worked out as a whole for Agreement including all variations in quantities

51. The special conditions are applicable wherever required according to nature of works and attached schedules.

CHAPTER-IV INSTRUCTIONS TO TENDERERS

I. GENERAL INSTRUCTIONS

- 1.0 Tenders are invited on behalf of President of India from established and reliable Tenderers **for ENTERING INTO Rate Contract for hiring digital Photocopiers for 24 (twenty four) months from the date of award of contract.**
- 1.1 Any clarifications required by the Tenderer may be obtained from the SECRETARY/ICF, General Administration /Integral Coach Factory/ Chennai-600 038.
- 1.2 All information in the Tender must be in English. Information in any other language must be accompanied by authenticated translation in English. Failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between the offer in a language other than English and its English translation, the English translation will prevail.
- 1.3 The term “Tenderer” is used in the Tender documents shall mean the company on whose behalf the Tender form has been submitted. It is further clarified that the individual signing the Tender or other documents should be authorized signatory of the company.
- 1.4 Tenderers are advised to study the Tender document carefully. Submission of offers shall be deemed to have done after careful study and examination of the Tender document with full understanding of its implications. Sealed offers prepared in accordance with the procedure enumerated herein should be submitted to Secretary/ICF, Integral Coach Factory, Chennai–38, not later than date and time laid down.
- 1.5 All offers in the prescribed forms should be submitted before the time and date fixed for the receipt of the offers. Offers received after the stipulated time and date will be summarily rejected. Postal delays will not be accepted as a valid reason for submission of late/delayed tender. Late/delayed tenders will be summarily rejected.
- 1.6 In case the date of opening happens to be a holiday, the Tender will be received and opened at the same time on the next working day.
- 1.7 It will be imperative for each Tenderer to fully acquaint him with the locations & conditions and factors, which would have any effect on the performance of the contract and/or the cost.
- 1.8 Offers shall be either type written or written neatly in indelible ink in English and shall be submitted duly signed in ink by the Tenderer on each page, including closing page, in token of his having studied the Tender papers carefully.
- 1.9 All prices and other information like discounts/ wastage allowance etc. having a bearing on the price shall be written both in figures and in words. In case of

difference in words and figures the amount written in words will be taken into consideration.

- 1.10 No scribbling is permissible in the Tender documents. Tender containing erasures and alterations in the Tender documents are liable to be rejected. Any correction made by the Tenderer/ Tenderers in his/their entries must be attested by him/them.
- 1.11 This Tender document is not transferable.
- 1.12 The Bid prepared by the Tenderer shall comprise required information along with supporting documents.
- 1.13 Tenderer shall specify the official mailing address and fax numbers to which all correspondences shall be sent by ICF.
- 1.14 The Tenderer shall keep the offer open for a minimum period of **45 days** from the date of opening of tender. Within that period, the Tenderer cannot withdraw his offer subject to the period being extended further if required by mutual agreement from time to time.
- 1.15 If the Tenderer/s deliberately gives/give wrong information in his/their tender, creates/create circumstances for the acceptance of his/their tender, the Railway reserve the right to reject such Tender at any stage.

2.0 RATES:

- 2.1 The Tenderers should quote their most competitive rates and it should be noted that their quotations will not ordinarily be subject to further negotiations. Negotiations may however, be conducted by the Administration of ICF, whenever it is considered justified and the decision of Administration is final.
- 2.2 All the rates should be clearly written both in figures and words. The rates should be filled in the required format in the evaluation sheet. Tenderers in their own interest should avoid alterations/corrections in the rates, submitted by them. However, if alterations/corrections in rates are inescapable each alteration/correction should be indicated both in figures and words and also duly attested under the full signature of the Tenderer.
- 2.3 The rates quoted shall be in INR (Indian Rupees) and shall remain firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation.
- 2.4 The Tenderer shall quote service tax and other duties as applicable. No price variation is permissible during the contract period. However, taxes and duties as applicable from time to time during the contract period will be charged and the benefits, if any, availed by the Contractor during the contract period, shall be passed on to the Railways.

- 2.5 The rates quoted shall include right of patent, registered design or trademark if any. The Tenderer shall undertake to indemnify the Secretary/ICF against all claims in respect of patents, registered designs, trademarks etc.

3.0 Submission of offers:

3.1 Earnest Money Deposit

The Tenderer should submit, along with the Tender, requisite Earnest Money Deposit of **₹26,000/- (Rupees twenty six thousand only) (2% of the tender value of ₹13.00 lakhs)** and Tenders not accompanied by the requisite EMD will be summarily rejected. EMD in the form of Guarantee Bond shall not be accepted. It should be in the form of Demand Draft/Pay Order/Banker's Cheque. The Demand Draft should have been drawn in favour of/payable to Principal Financial Advisor (PFA), Integral Coach Factory, Chennai.

- 3.2 The offers should be submitted duly filled in, in the purchased Tender Forms in the prescribed formats only as provided in this tender. Offers should be submitted in a sealed envelope. The envelope should contain on the outer side of the envelope details like –

Offer from: _____

For : **Rate Contract for hiring digital Photocopiers for 24 (twenty four) months from the date of award of contract**

Tender No. **A/G/S/21/HPM Dated:**

To be opened at **15.00 hrs. On 25.07.2018**

The envelope should be addressed to the SECRETARY/ICF, General Administration, GM Administrative Building, Chennai-600 038 and posted/submitted to his office in order to reach before **14.30** hours on the opening date.

- 3.3 Offers submitted otherwise shall be dropped in the Tender Box provided for the purpose in the office of the General Manager, ICF, Chennai.
- 3.4 Apart from the original quotation to be submitted in the manner detailed above, copies shall not be sent to any other office of ICF and they will not be considered as quotations. Offers sent through telegram/telex and offers not submitted in the standard formats given in the Tender document shall be summarily rejected.
- 3.5 No erasures, alterations or overwriting are permitted on the Tender form and ambiguity should be avoided in filling tenders.
- 3.6 In the event of Tender being submitted by a firm, it must be signed by the Sole Proprietor or in the event of the firm being a partnership, by at least one of the partners of the said partnership firm, indicating clearly that the Tender is on behalf of the partnership firm and the Tender is being signed on (their firm's) behalf by a person holding a Power of Attorney. Where the Tenderer is a company registered under Companies Act, Tender shall be submitted in a manner as directed in the Company's Articles of Association.
- 3.7 In particular, the firms who submit their tenders by post should ensure in their own interest that the tenders reach the ICF office before the stipulated time and

date. ICF shall in no way be responsible for any delay in receipt of offers by postal authorities or any other reasons and offers received late are liable to be summarily rejected.

3.8 LAST DATE OF SUBMISSION :

The Tender shall be received up to **14.30 hrs. On 25.07.2018** in the Office of the General Manager, Integral Coach Factory, Chennai-600 038.

3.9 DATE OF OPENING OF TENDER: The Tender will be opened at **15.00 hrs. on 25.07.2018** in the Office of the General Manager, Integral Coach Factory, Chennai-600 038.

Signature of the Tenderer / Contractor
Date
Address

www.icf.indianrailways.gov.in

CHAPTER-V SCHEDULE OF WORK

1. This Tender is to enter into the Rate Contract for Hiring of Digital Photocopiers for various departments of ICF. The Rate Contract will be operated by nominated representatives of various departments, called Direct Demand Officers (DDO), based on their needs. The Work Orders will be placed by the DDOs giving details with reference to the Rate Contract as and when required. Contractor will be bound to keep the agreed rates fixed and valid for the contract period up to **24 (twenty four) months from the date of award of contract .**
2. DDOs shall communicate their intentions to place a Work Order with the Contractor by means of a letter duly advising the latter the value of the Work Order and the value for which the Contractor should submit Performance Guarantee as specified in Chapter III-Special Conditions to the contract. Only after obtaining such Performance Guarantee, Work Order shall be placed on the Contractor.
3. Work Order(s) against this Rate Contract shall be as per the Standard Form as given in Form-IV. All particulars mentioned in the Form shall be carefully typed or filled in so as to avoid any ambiguous interpretation. The Contractor should ensure that the quantity and total cost, both in figures and in words, are mentioned in the Standard Form clearly so that there is no possibility of interpolation at a later date. Complete name and Full Postal Address of the DDO shall be indicated in the appropriate column of the Work Order. Work Order should be expressed in the same unit as has been given in the Contract.
4. The Contractor shall ensure that reference to the schedule, Item No. of the Contract, total quantity and rates etc are clearly spelt out by the DDO in the Work Order. The Work Orders as well as any other documents attached thereto shall be signed by DDO only.
5. DDO will send the Work Order, in duplicate, to the Contractor by Registered Post with Acknowledgement Due. The Contractor, on receipt of the Work Order shall acknowledge receipt / signify acceptance by signing the Work Order in the column indicated under “**Acknowledgement for receipt & acceptance Work Order**” and return one copy to the DDO so as to reach him within seven days from the date of receipt of the order. If the Contractor fails to give such intimation within Seven (7) days, the Contractor shall be deemed to have agreed to acceptance of the order.
6. The Contractor, immediately on receipt of the Work Order(s), shall examine the same and if any discrepancies are found by him he shall bring the same to the notice of the DDO concerned immediately.
7. The Contractor shall arrange to provide the Digital Photocopiers, at the place indicated by the DDO in the Work Order, within seven days from the date of acknowledging the Work Order sent by the DDO.

8. The Contractor shall provide the Digital Photocopiers having the net working facility at no extra charges if the same is demanded by DDO.
9. The Rate Contract for hiring of Digital Photocopiers is comprehensive contract covering consumables, preventive as well as breakdown maintenance etc. except power and paper.
10. Maintenance and free replacement of defective components in the equipments under maintenance, including spares, labour and transportation, if any, shall be borne by the Contractor only.
- 11. Preventive maintenance:**
 - 11.1 Regular preventive maintenance visits shall be made by the firm at least once in a month to ensure upkeep of the machine. Any fault brought to the firm's notice either during such routine calls or otherwise informed by ICF officials, shall be arranged to be responded within two hours.
 - 11.2 The preventive maintenance of the system should be carried out in the presence of the client's personnel.
- 12. Breakdown Maintenance:**
 - 12.1 The message of failure or break down will be communicated by the ICF normally using telephone. The message of failure or break down can also be communicated through E-Mail/Fax/Letter/Telephonic message, where required. The Contractor is required to specify all communication methods and related numbers and IDs.
 - 12.2 The DDO or his representative shall maintain a logbook as per format indicated at -X. Whenever a break down complaint is made to the Contractor, the DDO or his representative will make an entry in this logbook. After the complaint has been attended to and the fault / complaint has been rectified completely by the service personnel deputed by the Contractor, both DDO / his representative and the service personnel will sign the logbook and close the complaint.
 - 12.3 The format for maintenance of log book by DDO, as specified in Form-V is indicative in nature and for guidance only. The format can be altered or modified by the DDO with the mutual consent of the Contractor keeping in view all the terms, conditions and necessities of the contract.
 - 12.4 Any number of breakdown calls shall be attended. All spares will be replaced free of cost, including consumables, except power and paper. If there are persistent problems, the Contractor shall replace the same with another photocopier machine in good working condition at no extra cost.
 - 12.5 Approximately 50 Photocopier machines would be required for ICF. However, ICF reserves the right for addition or withdrawal of machines during the contract period. For addition of any new Photocopier machines, the hiring charges will be the same during the entire Rate Contract period. In case of

withdrawal of hiring machines by ICF, from the purview of the hiring Rate Contract, the hiring charges will be reduced as per the rates quoted for such machines for balance periods. Acceptance of this condition shall be clearly mentioned by the Tenderer with the quotation.

- 12.6 **The age of the Photocopier machines should be less than 3 years only.**
- 12.7 ICF reserves the right to change the machine locations, if and when situation demand.
- 12.8 Quantities of Photocopier Machines indicated in this Tender are only approximate and one or more of the machines shown in the Tender may not be included in the Rate Contract. Railways decision in this regard shall be final and binding.

13 **CLAUSE OF PENALTY**

- 13.1 In case the guaranteed repair time not being met, the following penalty shall be levied - Beyond 2 days (**from third day onwards**), if the firm does not make the standby arrangement, ICF, if satisfied that the work can be completed by the Contractor within reasonable time, without prejudice to any other right and remedy available on that behalf, ICF would recover from the Contractor a penalty of ₹100/- per day for delay of each work/failure in completion of work.
- 13.2 In case the hired machines could not be rectified/replaced by the firm within the reasonable time allowed by ICF, ICF reserves the right to get the machines repaired from other agency and the cost should be borne by the contractor. The Contractor shall have to bear the expenses incurred by ICF on this account. This action will be taken if the machine is neither rectified/replaced nor any stand-by provided even after seven days from the date of registration of complaint.

14. **SYSTEM OF PAYMENT AND SUBMISSION OF BILLS:**

- 14.1 No Advance payment will be made.
- 14.2 Payments will be made quarterly based on the performance. Quarterly Bills shall be prepared by the Contractor and sent to the DDO concerned for certification with regard to the satisfactory execution of the contract during the period for which the bill is claimed.
- 14.3 All bills, in respect of the Work Orders placed by the DDOs, will be paid by the Paying Authority mentioned in Work Order.
- 14.4 The DDO, before forwarding the bill to the Paying Authority mentioned in the Work Order, shall certify that there are no major unresolved maintenance issues pending with the Contractor and as for the pending issues, they are current and the likelihood of these issues getting resolved in a short time is high. Further, the DDO shall also certify that Preventive maintenance has been carried out during all the months in the quarter to which the payment pertains.

14.5 In case of deductions towards penalties are to be made, the same shall be advised by the DDO to the Paying Authority to effect the deduction from the bill duly advising the Contractor.

15. Safety Norms

The Following Safety Norms must be followed by the Contractor:-

- 15.1 The Contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway premises and should conform to the rules and regulations of the Railway.
- 15.2 The Contractor shall abide by all Railway regulations in force from time to time and ensure that his representatives, agents or sub Contractors or workmen follow the same.
- 15.3 The Contractor should ensure that unauthorised, careless or inadvertent operation of installed equipment which may result in accident to staff and/or damage to equipment does not occur.
- 15.4 The Contractor should indemnify and keep the purchaser indemnified and harmless against all actions, suits, claims, demands costs charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the railway premises and any loss or damage to railway property sustained due to the acts or omissions of the Contractor irrespective of whether such liability arises under the workmen's compensation act or the fatal accidents act or any other statute in force from time to time.
16. The Contractor shall abide by all the requirements of Environmental Management System (EMS) being imposed from time to time.

Signature of the Tenderer / Contractor
Date
Address

CHAPTER-VI Undertakings by the Tenderer/Contractor

1. I/ We have visited the works site and I / We am / are aware of the site conditions.
2. I/We have read the various conditions to tender attached hereto and agree to abide by the said conditions
3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
4. I/We also hereby agree to abide by the Indian Railways Standard General Conditions Of Contract, with all correction slips up to the date of tender opening and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up to date for the present contract.
5. I/We offer to do the work for Indian Railways, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within the period of completion stipulated in the tender document, from the date of issue of letter of acceptance of the tender. The amount as stipulated in the tender document is herewith forwarded as Earnest Money. Full value of the earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if: (a) I/We do not execute the contract documents as stipulated in performance guarantee clause of GCC as detailed in general instructions. (b)I/We do not commence the work within seven days after receipt of orders to that effect.
6. I/We hereby Confirm that the rates, rebates and/or other financial terms, if any, quoted by us in the relevant fields of the Financial Bid page will only be the ruling terms for deciding the inter-se ranking, and any such condition having financial repercussions, if quoted by us anywhere else including attached documents shall not be considered for deciding inter-se ranking. However, Railways shall have the right to incorporate any such condition quoted by us, in the contract, at their discretion, if contract is placed on us.
7. I/We have read the various conditions attached/ referred to in this tender document, and agree to abide by the said conditions .
8. I/We also agree to keep this tender open for acceptance for a period of 45 days as mentioned in the tender document.
9. This tender complies with Public Procurement Policy Order -2017 dated 15.06.2017.
10. The salaries / wages to your staff /workers/ labourers should be disbursed only through Banks and the proof for the same i.e. The Bank pass books in the name of your staff / workers/ labourers should be submitted to this office for verification. This arrangement should be done with immediate effect.
11. I undertake that all the above conditions related with safety, Health and Environment will be followed by our supervisors & staff while working in the premises of ICF.

Signature of the Tenderer

Date:

Address:

FORM – I
PROFORMA FOR SUBMISSION OF THE TENDER

To

The President of India,
Through Secretary to General Manager
Integral Coach Factory,
Chennai - 600 038.

Sir,

Sub: Tender No. A/G/S/21/HPM Dated 25.06.2018

Rate Contract for hiring digital Photocopiers for 24 (twenty four) months from the date of award of contract

1. I/ We have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **45 days** from the date fixed for opening the same and in default thereof. I/We offer to do the work for..... at the rates quoted in the attached schedule and hereby bind myself / ourselves to maintain the work for the period mentioned in the Tender from the date of issue of letter of acceptance of the tender. I/We also hereby agree to abide by the general and Special Conditions of Contract and to carry out the work according to the specifications for materials and works laid down by the Railway for the present contract.
2. Any legal/penal action can be taken without prejudice to any other rights or remedies if;
 - (a) I/ We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; or
 - (b) I/ We do not commence the work within three days after receipts of orders to that effect.
3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of the Tenderer

Date :
Full Address :
Local Address :
Registered Office Address :
Telephone Nos. :
Telegraphic Address :
Telex No. :
Fax No. :
E-Mail Address :
Seal

FORM –II

(Refer para 3.0 of Chapter-I)

Rate Contract for hiring digital Photocopiers for 24 (twenty four) months from the date of award of contract - SCHEDULE FOR QUANTITIES & QUOTING RATES PER QUARTER

Item	Reqt of copies per quarter	Basic Rate per copy ₹	% of GST	All inclusive rate per copy ₹	Total value per quarter ₹	% of waste	Net total Value ₹
1	upto 3000						
2	3001-6000						
3	6001-9000						
4	9000 and Above						

Note:

- 1) Approximately 50 Photocopier machines would be required for ICF. The machine must have 20-25 copies per minute, RDF, Touch screen display, 25% to 400% zooming, two page separation, A3/A4/Legal size compatibility, front and back automatically and interface capabilities and Net work printer. Digitally advanced photocopier must give the output of sharp and clear image quality of documents processed through the machine.
- 2) **The rate quoted should be inclusive of GST. The details of supply of Goods & Services are subject to GST rules applicable with effect from 01.07.2017. All the tenderers are requested to submit their “GSTIN” registration numbers at the time of tendering or at the time of submitting their invoice without which, payment will not be made.**
- 3) Other conditions/allowances/taxes, if any, may also be indicated.

Signature of the Tenderer / Contractor
Date
Address

FORM – III
(Refer Clause No.4.3 of Chapter-I)
PERFORMANCE OF THE FIRM

a) COMPLETED WORKS

Sl.No.	Client's Name & Address	Description of work	Date awarded	Date of Completion	Total Value (in Rs.)

b) WORKS ON HAND
(Refer Clause No.4.3 of Chapter-I)

Sl.No.	Client's Name & Address	Description of work	Date awarded	Expected date of Completion	Total Value (in Rs.)

FORM -IV
(Refer clause No.3 of Chapter-V)

Integral Coach Factory- Chennai-600038

Format for placement of Work Order for Hiring of Digital Photocopiers

Department:

Office :

RC Order Number:

Date:

To

<Vendor Name>

<Address>

1. With Reference to the Rate Contract referred below, please execute the Work Order for hiring of Digital Photocopier, as detailed below, as per the terms and conditions stipulated in the Rate Contract.

2. Details of the Rate Contract

2.1	Rate Contract Number	
2.2	Contract Date	
2.3	Contract Validity period	From : _____ To : _____

3. Details of the DDO (Direct Demanding Officer)

3.1	DDO Name	
3.2	Department	
3.3	Location/office	
3.4	Requirement of Copies per Quarter	Item No. of Chapter-VI - Number of Copies -
3.5	Rate per Copy specified in Rate Contract (words & figures)	
3.6	Taxes/Any other levies	
3.7	Value of the Work Order for the required copies	In Figures :
		In Words :

4. Payments

4.1 Please refer to the terms and condition of the Rate Contract cited at serial number 2.

4.2 Designation and full address of the DDO	<DDO's Name & Designation> Integral Coach Factory, Chennai – 600 038.
4.3 Designation & full address of the Paying Authority	PFA/ICF, Chennai – 600 038.

5. Allocation **P72124001/12/214/.....**

6. Please refer the detailed **TERMS AND CONDITIONS** of the Rate Contract referred at Sl.No.2 above. The receipt of the Work Order should be acknowledged within seven days from the date of receipt of the Work Order.

<Signature of DDO>

<Designation>

(For and behalf of president of India)

Copy to

1. PFA/ICF
2. SECY/ICF

Acknowledgement for receipt & acceptance of Work Order

I/We, hereby acknowledge receipt of the Work Order for hiring the Digital Photocopier as per the terms and conditions of the Rate Contract No. _____ dated _____. We also undertake to abide by the terms and conditions stipulated in the Rate Contract.

Date

Signature of the Contractor

Name.....

Designation.....

Seal.....

