INSTRUCTIONS TO TENDERERS REGARDING TENDER FORMS DOWNLOADED FROM INTERNET

1. Tender file is to be downloaded from the internet and printout is to be taken on A4 size paper and details are to be entered by the tenderer at the various locations in the document. It is advisable that the downloaded tender document to be printed through high quality printers only. Submission of Xerox or photocopy of tender document is prohibited.

2. This tender document (in full) downloaded along with the various documents required to be submitted as per the tender conditions in a sealed cover duly subscribing with the name of the work, tender notice no. and date, submission of tender downloaded from the internet etc and the same should be dropped in the tender box kept in the chamber of Senior Electrical Engineer / C at North West Corner of First floor of main administrative building / Shell / ICF before the date and time stipulated in the tender document.

3. The cost of tender document as indicated in the tender document will have to be deposited by the tenderer in the form of bank draft payable in favour of FINANCIAL ADVISOR AND CHIEF ACCOUNTS OFFICER/ INTEGRAL COACH FACTORY along with the tender document. This should be enclosed as a separate Demand Draft. A single demand draft for the cost of tender form and Earnest Money Deposit will not be accepted. Tender not accompanied with the demand draft towards the cost of the tender document will be summarily rejected.

4. The earnest money deposit required for this work as stipulated in the tender document also to be submitted separately.

5. Tenders are advised to download tender documents well in advance and submit the tender before the stipulated time. **It is the responsibility of the Tender to check any correction or any modifications published subsequently in Web site and the same shall be taken into account while submitting the tender. Tenderer shall download corrigendum (if any), print out, sign and attach it with the main tender document. Tender document not accompanied by published corrigendum/s is liable to be rejected.** The Railway will not be responsible for any postal delays/ delay in downloading of tender document from the internet.

6. The tenderer may please note that the rate for items should be written in figures and in words by black or blue ball point pen only. Each page of tender document should be signed by the tenderer.

7. Tenderer/s are free to download tender document at their own risk and cost, for the purpose of perusal as well as for using the same as tender document for submitting the offer. Master copy of the tender document is available in the Office of CHIEF ELECTRICAL ENGINEER. After award of work agreement will be prepared based on the master copy of tender document available in the above mentioned office. In case, any discrepancy between the tender document downloaded from the internet and the master copy, latter shall prevail and will be binding on the tenderer/s. No claim on this account will be entertained.

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

9. The following declaration should be given by the tenderer while submitting the tender:

**Declaration**

(a) I/We have downloaded the tender form from the internet site [www.icf.gov.in](http://www.icf.gov.in) and I/We have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified I/We understand that my/our tender will be summarily rejected and full earnest money deposit will be forfeited and I/We am/are liable to be banned from doing business with Railways and/or prosecuted.

(b) I/We submitting a demand draft no. _____________________ dated ____________

issued by ________________________________ for Rs. ________________

________________________________________________________________________

______________________________ towards the cost of tender form.

Signature of Tenderer:

Date:

Address:
INTEGRAL COACH FACTORY, CHENNAI – 600 038

INDIAN RAILWAYS

TENDER Notice No. ICF/EL/Cons/2015-16 dt. 18.05.2015

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

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>Name of the Work</th>
<th>Approx. Value in Lakhs Rs.</th>
<th>EMD (Rupees)</th>
<th>Last date of Issue/ Receipt/ Date of Opening of Tender form</th>
<th>Tender Document Cost (Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>EL/M/W/165</td>
<td>Energy Audit in ICF for the year 2015</td>
<td>7.16</td>
<td>14,310</td>
<td>17.06.2015</td>
<td>2,000/-</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

Note: The completed tender document in a sealed cover shall be dropped in the box kept in the chamber of Senior Electrical Engineer /M at North West Corner of First floor of main administrative building / Shell / ICF, Chennai-600038. Phone No. 044- 2614 7305, 2614 7318.

Signature of the Tenderer
TENDER DOCUMENT

TENDER NO: EL/M/W/ 165

DESCRIPTION OF THE WORK

"Energy Audit in ICF for the year 2015"

2015-2016

<table>
<thead>
<tr>
<th>ANNEXURE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Scope of Supply and Work</td>
</tr>
<tr>
<td>II</td>
<td>Eligibility criteria &amp; Tenderers credentials</td>
</tr>
<tr>
<td>III</td>
<td>Commercial Terms and Conditions</td>
</tr>
<tr>
<td>IV</td>
<td>Special Condition of Contract</td>
</tr>
<tr>
<td>V</td>
<td>Safety Norms &amp; EMS Requirements</td>
</tr>
<tr>
<td>VI</td>
<td>Schedule of Rates and Works</td>
</tr>
<tr>
<td>VII</td>
<td>Regulations For Tenders And Contracts And Conditions Of Tender</td>
</tr>
</tbody>
</table>
## CHECK LIST FOR THE TENDERER

<table>
<thead>
<tr>
<th></th>
<th>EMD</th>
<th>Document Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(Applicable only if Document Downloaded)</td>
</tr>
<tr>
<td></td>
<td>DD No. ..........................</td>
<td>DD No. ..........................</td>
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<td></td>
<td>Dated. ..........................</td>
<td>Dated. ..........................</td>
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<td>For Rs. ..........................</td>
<td>For Rs. ..........................</td>
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<td></td>
<td>Drawn on ..........................</td>
<td>Drawn on ..........................</td>
</tr>
</tbody>
</table>

### 2. Value of the Offer

- Rs. ..........................

### 3. TIN Number

### 4. PAN Number

### 5. Electrical Contractor License enclosed. (Ref Note iii in para II of Annexure - II of Tender Document)

- Yes  
- No

### 6. List of Personnel enclosed

- Yes  
- No

### 7. List of Plant & Machinery enclosed

- Yes  
- No

### 8. List of completed works in the format given in Cl 3 of para II of Annexure - II of Tender Document enclosed

- Yes  
- No

### 9. List of Works on hand in the format given in Cl 4 of para II of Annexure II of Tender Document enclosed

- Yes  
- No

### 10. Attested copy of Completion certificate for similar work as called for in Cl 1. of para I of Annexure II of Tender document enclosed

- Yes  
- No  
- NA

### 11. Attested Copies of Balance Sheet for current financial year and three previous financial years enclosed

- Yes  
- No  
- NA

### 12. Tender schedule signed

- Yes  
- No

### 13. ICF Terms Agreed

- Validity of the offer (90 day)
- Payment Terms
- Guarantee Clause
- Completion Time
- Technical specifications

- Yes  
- No

### Note: Deviation, if any, may be furnished in a separate sheet in the following format:

- Annexure No.  
- Clause No.  
- Detail
SCOPE OF WORK

INTRODUCTION:
ICF is a pioneer Rail Coach manufacturing Unit under the Ministry of Railways with annual production of 1700 Railway passenger carriages. It has been receiving First Prize BEE Energy efficient shield in Railway workshop category for 2013-14, 2014-15. Its windmill generates enough electricity to meet Factory’s energy requirement since 2009-10 onwards. The annual consumption of Electrical energy in ICF is 24.88 million units during 2014-15 and 700 kilo litres of HSD & Furnace oil. The energy audit is intended for exploring the techno economic measures to be adopted at ICF to bring down the energy consumption to the minimum level.

1.0 OBJECTIVE OF ENERGY AUDIT

The objective of the energy audit is to review the present energy consumption scenario, monitoring and analysis of the use of energy and explore the energy conservation options including submission of a detailed energy audit report containing recommendations for improving energy efficiency with cost benefit analysis and technical specifications for any retrofit options with the list of suppliers/manufacturers of energy efficient technologies. The energy audit alternately called the detailed audit identifies all possible energy conservation measures including detailed project (energy efficiency) engineering, It will provide a dynamic model of energy use characteristics of both the existing facility and all energy conservation measures identified. Extensive attention is given to understanding not only the operating characteristics of all energy consuming systems but also situations which cause load profile variations on both annual and daily basis.

1.1 SCOPE OF ENERGY AUDIT:

The scope of the energy audit include, a detailed study for energy conservation options of various energy sources like Electricity and other major energy sources and recommend actions for reducing the same. RDSO has developed an energy audit manual conducting energy audit over IR. The tenderer is advised to go through the manual (which is attached as enclosure-A) for general guidance for scope audit, methodology, manner of audit and reporting. The scope of the present energy audit will be as per the following.

1.2. Review of present electricity, fuel & other energy sources

For estimation of energy consumption in various load centers such as electricity generation system, electrical system, lighting system, process technology, Air-Conditioning, Water Pumping, heating, water coolers, escalators & lifts etc. A complete review is to be required covering the historical data (12months) analysis as well.
1.3. **Detailed study of following systems ENCON measures/Options**

The tenderer shall conduct an Energy audit on the following Seven major energy consuming areas in ICF including Shell Division, Furnishing Division and colony area:

1.3.1 **Compressed Air system**

a). Shell Division - 2 compressor shed
b). Furnishing Division - 1 compressor shed.
c). LHB Shed - 1 Compressed Shed

1.3.2 **Raw/processed water system.**

In this system the following areas to be audited and no of pumps are indicated against each.

a). Shell Division - 2 Nos
b). Furnishing Division - 5 Nos
c). Colony - 13 Nos

d). Colony

e). Furnishing Division

1.3.3 **Machinery & Plant items.**

b). Turning centers/milling machines - 5 Nos.
c). EOT Cranes and hoists - 6 nos.
d). Hoists - 5 nos.

e). EOT Cranes and hoists

1.3.4. **Process technology**

a). Shell Division

Benchmarking for the energy required for manufacturing one conventional & LHB coach (Stainless steel) with following major components

1. For Manufacturing one side wall
2. For Manufacturing one Roof
3. For Manufacturing one under frame
4. For Manufacturing a shell.
5. LHB bogie.

b). Furnishing Division

Benchmarking for energy required for testing the manufactured coaches

1. Cooling capacity Testing in Air conditioning coaches
2. Load Testing of Diesel engine for DEMU (Diesel Electric multiple unit)

1.3.5. **Electrical Distribution System.**

In this system, audit should be conducted as detailed below

i. Review of present electrical distribution system in Shell, Furnishing & Colony areas like Single Line Diagram (SLD).

ii. Transformer loading pattern in any three major load center.

iii. Study of Reactive Power Management and option for power factor improvement.

iv. Study of power quality issues like Harmonics, current unbalance, voltage unbalance etc.

v. Exploring the Energy Conservation Option (ENCON) in electrical distribution system.
1.3.6. Lighting System

Shell - 2 Sheds (B & C)
Furnishing - 2 sheds (shop 30 & Shop 36)

1.3.7 Centralized Air Conditioning system:

Shell - Centralized Air Conditioning Plant-1 No.

1.3.8 Shell administrative office and hospital.

1.4. Use of Renewable Energy Sources

Review of renewable Energy Sources deployed and specific recommendation for system like Solar Water Heating system (SWHS), Solar photo Voltaic (SPV) etc.

2.0 ICF SCOPE OF WORK :-

2.1 Following transducers/Test ports are available for taking measurements.
   a. Current transformers.
   b. Potential transformers

   However special instruments and gadgets required for taking the measurement for the audit shall be arranged by the tenderer.

2.2 Test or pressure gauge ports to measure discharge and suction pressures.

2.3 Electrical and Mechanical Technicians to help the team in taking measurements.

2.3 ICF will co-ordinate for availing necessary power shut downs in case of requirement in connection with energy audit in the specified areas. The contractor shall approach ICF site supervisor with written request well in advance for getting the shutdown.

3.0 INSTRUCTION TO ENERGY AUDIT AGENCIES/FIRMS

a. Contractor shall submit the report under each of the above sub headings.

b. Energy Audit report shall be complete in all respects and shall include the following:

c. Recommendations made by the Auditors under various sub headings clearly defining the relative merits and de-merits of the recommendations.

d. The recommendations shall be supported by detailed calculations and analysis and the details shall be submitted along with the report.

e. The analysis and cost effective study shall be presented in Pictorial form wherever applicable for better presentation.

f. The suggestions shall be quantified on Techno-Economic basis.
g. Instruments which are used for measuring the parameters in connection with audit shall have high accuracy and the calibration certificates thereof shall be traceable to national standards.

h. The contractor shall attend review meeting conducted by Dy.CEE/C to review the progress of the Audit.

i. The contractor shall study the site to be audited before quoting and shall submit the activity chart along with the offer.

j. The audit shall be completed and initial report shall be submitted within one month from the date of issue of LOA and a power point presentation about the report shall be made in CEGE/ICF’s Chamber.

k. ICF will study the draft report and clarifications if any will be intimated to the contractor.

l. The contractor shall submit the Final Report duly incorporating the clarifications sought by ICF within 90 days from the date of issue of LOA.

m. The contractor is entitled to respond to any clarification requested by ICF regarding the above audit for a period of 12 months from the date of submission of Final Report.

n. The tenderer shall have local presence in Chennai, including the presence of Lead Auditors.

4.0 DOCUMENTS TO BE ENCLOSED

Form 1 : Letter of Proposal Submission
Form 2 : Organizational Profile
Form 3 : Prior Experience of the firm in energy auditing and energy efficiency projects in Government sector
Form 4 : Comments and Suggestions
Form 5 : Approach and methodology for performing the assignment
Form 6 : Composition of the team personnel and task(s) of each team member
Form 7 : Format of curriculum vitae (CV) for proposed professional staff
Form 8 : Work Schedule
LETTER OF PROPOSAL SUBMISSION

Location, Date

To

Chief Electrical engineer
Integral Coach Factory,
Perambur
Chennai-600038

Dear Sir,

Sub: Hiring of agency for conducting Energy Audits in offices & workshops etc.

* * * * *

1. The undersigned Bidders, having read and examined in detail all the RFP/Tender documents in respect of appointment of a Bidder for INDIAN RAILWAYS (IR), do hereby submit their proposal to provide services as specified in the scope of work.

2. Correspondence Details: Our correspondence details are:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Bidder</td>
</tr>
<tr>
<td>2</td>
<td>Address of the Bidder</td>
</tr>
<tr>
<td>3</td>
<td>Name of the contact person to whom all references shall be made regarding this tender</td>
</tr>
<tr>
<td>4</td>
<td>Designation of the person to whom all references shall be made regarding this tender</td>
</tr>
<tr>
<td>5</td>
<td>Address of the person to whom all references shall be made regarding this tender</td>
</tr>
<tr>
<td>6</td>
<td>Telephone (with STD code)</td>
</tr>
<tr>
<td>7</td>
<td>E-Mail of the contact person</td>
</tr>
<tr>
<td>8</td>
<td>Fax No. (with STD code)</td>
</tr>
</tbody>
</table>

Signature of the Tenderer
### Organizational Profile

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Details of the Company/Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Year of Registration / Incorporation in India*</td>
</tr>
<tr>
<td>1.2</td>
<td>Type of Organization (Service/ Manufacturer/ Consultants etc.)</td>
</tr>
<tr>
<td>1.3</td>
<td>Present certified/accredited Energy Auditors</td>
</tr>
<tr>
<td>1.4</td>
<td>Number of Permanent Employees</td>
</tr>
<tr>
<td>1.5</td>
<td>Number of key Personnel working with the company since last two years</td>
</tr>
<tr>
<td>1.6</td>
<td>Number of employees working in areas of Energy audit/Performance Contracting</td>
</tr>
<tr>
<td>1.7</td>
<td>Organization's number of years of experience as an ENERGY AUDIT FIRMS/ESCO'S</td>
</tr>
<tr>
<td>1.8</td>
<td>Organization's number of years of experience in energy auditing for government/ commercial sector</td>
</tr>
<tr>
<td>1.9</td>
<td>Mailing address</td>
</tr>
<tr>
<td>1.10</td>
<td>Telephone No.</td>
</tr>
<tr>
<td>1.11</td>
<td>Fax No.</td>
</tr>
<tr>
<td>1.12</td>
<td>Email</td>
</tr>
<tr>
<td>1.13</td>
<td>Annual Turnover ** FY FY FY 2012-13 2013-14 2014-15</td>
</tr>
</tbody>
</table>

* Enclose a copy of Registration document  
** Enclose a copy of Audited Financial Statement with respect to information furnished in 1.13 and 1.14

<table>
<thead>
<tr>
<th>Witness Sign:</th>
<th>Bidder Sign:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
<td>Designation</td>
</tr>
<tr>
<td></td>
<td>Company</td>
</tr>
</tbody>
</table>

Signature of the Tenderer
4.3 **Form 3**

**Prior Experience of the Organization**

In this, the bidder needs to provide following documents to support their experience.

1) One page giving details of at least five energy audit carried out in Government/ PSU/ Corporate for Offices / Factory / Workshops having load more than prescribed in tender.

2) Credentials to support experience in preparation of Energy Audit Reports thereafter in the last 3 years.

3) Completion certificates from above mentioned establishments at least five during last three years will be essential.

4) Experience in energy audits and energy efficiency projects.

4.4 **Form 4**

**Comments and suggestions**

Suggest and justify here any modifications or improvement to the scope of work, tasks to be performed, timeline, deliverables, payment terms etc. to improve performance in carrying out the Assignment. Such suggestions should be concise and to the point.

(Maximum One page if required)

4.5 **Form 5**

**Approach and methodology for performing the assignment**

a) **Approach to carry out energy audits:** In this, the Agency shall outline their approach and methodology to identify energy consuming operations as per scope of this tender and existing status and performance of operations, which includes measurements, saving potential and ways to achieve the savings and cost benefit analysis of different options. This portion would highlight ENERGY AUDIT FIRMS/ESCO’s past experience in working for government sector.

b) **Development of protocol and format for energy audit:** The selected bidder will develop protocol and format of energy audit report based on the documents collected from employer and take approval from the employer before starting energy audit of advertised location/utility.
c) **Approach to do Baseline Estimation:** An accurate estimation of Baseline consumption plays a vital role in implementation of energy audit reports. Explain your approach to ensure that an accurate estimation of baseline consumption is presented in the final report. Agency need to mention various factors, which are keys for estimating baseline energy consumption and approach to capture these parameters.

d) **Approach to Implementation:** This activity shall result in implementation of proposed measures in offices, workshops, Factory etc. ENERGY AUDIT FIRMS/ESCO’Ss shall mention what are the critical parameters, which are important to be addressed in energy audit, which shall give true implementation potential and can be directly adopted for implementation.

This shall also discuss operational as well as administrative parameters. Agency shall discuss their approach in capturing these parameters keeping implementation in mind.

e) Understanding of utilities (Non-traction activities) in consideration: INDIAN RAILWAYS (IR) prefers ENERGY AUDIT FIRMS/ESCO’s to bid after having understanding about the utilities to be audited in consideration. Agency explain their understanding of different utilities in consideration.

### 4.6 Form 6

**Composition of the team personnel and task(s) of each team member**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Position</th>
<th>Name</th>
<th>Details of Tasks Assigned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Team Leader</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
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</table>

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Position</th>
<th>Name</th>
<th>Details of Tasks Assigned</th>
</tr>
</thead>
<tbody>
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<td>3.</td>
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<tr>
<td>4.</td>
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<td></td>
<td></td>
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<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3. **Certified Energy Managers/Auditors in the key team members**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Year of Registration</th>
<th>Experience</th>
</tr>
</thead>
</table>

- *The bidders should propose separate teams for different utilities.*

4.7 **Form 7**

**Format of curriculum vitae (CV) for proposed professional staff**

Proposed Position: ____________________________

Name of Firm: ________________________________

Name of Staff: ________________________________

Profession: ________________________________

Date of Birth: ________________________________

Years with Firm/Entity: _______ Nationality: _______

Membership in Professional Societies: __________________

_________________________________________________

Detailed Tasks Assigned: __________________________

_________________________________________________

**Key Qualifications:**

*Given an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*

**Education:**

*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degree obtained. Use about one quarter of a page.*
Employment Record:

[Starting with the present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of position held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.]

Relevant experience:

[No. of similar assignments (Energy Audits and Energy Efficiency Projects in Government sector); duration, value & scope of similar assignment; brief tasks undertaken in such assignments]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____________________________ Date: ____________

[Signature of staff member and authorized representative of the Firm] Day/ Month/ Year

Full name of staff member: ________________________________

Full name of authorized representative: ________________________________

Note: Detailed CVs of Key Professionals are required to be submitted as per Form 7. CVs of Team Members separately in the same format.
1.8 **Form 8**

**Work Schedule**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Activity</th>
<th>Total Number of Weeks</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9</td>
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<td>1.</td>
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<td>(1) Sub-total</td>
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<td>(2) Sub-total</td>
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<td>(3) Sub-total</td>
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<tr>
<td>4.</td>
<td></td>
<td></td>
<td>(4) Sub-total</td>
</tr>
</tbody>
</table>

1. Indicate all main activities of the assignment/job, including delivery of reports and other benchmarks

Signature: __________________

(Authorized Representative)

Full Name: __________________
ANNEXURE – II

TENDERERS’ CREDENTIALS

I. Pre-qualifications criteria

The agency interested in being considered for this project must fulfill the following criteria and submit the documents in support thereof as mentioned below. Tender document submitted without supporting documents shall be considered as non-responsive and the proposal shall not be evaluated:

1. The Agency should have conducted energy audit for at least five major PSUs/Govt./Corporate for Offices / Factory /Workshops with minimum connected load of 44.0 MW

2. The Agency should submit three years audited Balance Sheets.

3. The Agency should be enlisted in approved list of accreditiditred energy auditors of Bureau of Energy Efficiency. Enclose copy of certificate of BEE & proof that engineer is working since last one year with agency.

4. The agency should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract

5. The agency must not be blacklisted by any central/state government/Public sector undertaking in India.

6. Consortium/Joint Ventures will be allowed.

7. The agency is desired to have experience in implementation of energy efficiency projects in Govt sector.

II. FOLLOWING DETAILS SHALL BE FURNISHED.

1. List of Personnel, Organization available on hand and proposed to be engaged for the subject work.

2. List of tools available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work if required.

Note: The tenderers shall submit valid documents duly attested in support of the eligibility criteria & performance requirements along with the tender. The offers of tenderers who are not passing the prescribed eligibility criteria and performance requirements will be rejected.
ANNEXURE – III

COMMERCIAL TERMS AND CONDITIONS

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

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

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

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

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

TIN NO : .................................................................

PAN NO. : ...............................................................

2.0 EARNEST MONEY DEPOSIT:

a. The Tenderer shall pay Earnest Money Deposit as per the Column (4) of Tender Notice placed in Page-3 of this tender document, either in the form of a Crossed Demand Draft/ Fixed deposit receipt drawn in favor of Financial Advisor and chief Accounts Officer, Integral Coach Factory (F A & CAO, I.C.F.), or a cash receipt from Asst. Chief Cashier/ICF shall be submitted along with the Quotation. Quotations received without E.M.D. as stipulated above, shall be Liable for rejection and No correspondence shall be entertained in this connection.

b) Fixed Deposit Receipts/ Pay orders or Demand Drafts from nationalized banks (or) schedule banks submitted by the tenderers should be drawn in favour of FA & CAO, ICF- Ch. 38.

c) FDR's drawn in the Name of the Tenderer with the endorsement of the concerned bank on the overleaf of the FDR transferring the right of encashment to the Railways will not be accepted.

d) No interest will be payable upon the Earnest Money and Security deposit or amounts payable to the Contractor under the Contract.

3.0 PERFORMANCE GUARANTEE CERTIFICATE

a). The successful tenderer shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e., from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
b). The successful tenderer shall submit the performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:

1). A deposit of cash;
2). Irrevocable Bank Guarantee;
3). Government securities including State Loan Bonds at 5% below the market value;
4). Deposit Receipts, Pay orders, demand drafts and guarantee bonds. These forms of performance guarantee could be either of the State Bank of India or of any of the Nationalised banks;
5). Guarantee bonds executed or Deposits receipts tendered by all Scheduled Banks;
6). A deposit in the Post Office Saving Bank;
7). A Deposit in the National Savings Certificates;
8). Twelve years National Defence Certificates;
9). Ten years Defence Deposits
10). National Defence Bonds; and
11). Unit Trust Certificates at 5% below market value or at the face value whichever is less.

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

c). The performance Guarantee shall be submitted by the successful tenderer after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This PG shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of PG extended to cover such extended time for completion of work plus 60 days.

d). The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increase by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.

e). The Performance Guarantee (PG) shall be released after physical completion of the work based on ‘Completion Certificate’ issued by the competent Rly. authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on ‘No Claim Certificate’ from the contractor.

f). Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/Partnership firm.

g). The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of :

i). Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
ii). Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the clauses/conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

iii). The contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

4.0 SECURITY DEPOSIT : NIL

5.0 COMPLETION TIME:

5.1 The contractor shall complete the entire work in all respects within THREE MONTHS from the date of issue of Letter of Acceptance. The time schedule for the entire work shall be as follows:

a. The audit shall be completed and draft report shall be submitted within one month from the date of issue of LOA with a power point presentation about the report.

b. ICF will study the draft report and clarifications if any will be intimated to the contractor.

c. The contractor shall submit the Final Fair report duly incorporating the clarifications sought by ICF within 90 days from the date of issue of LOA.

Note: However, early completion of the entire work is preferred. If any unavoidable delays cause on the part of ICF and its associated department at a later stage, extension of completion time will be given subject to the advanced approval obtaining from the competent authority by appropriate written request. The contractor shall co-ordinate with the sister departments of Electrical Department also for early completion.

6.0 COMPLETION REPORT: On completion of entire work, the contractor shall submit a Audit Report and completion certificate countersigned by the supervisor under whose direct inspection the work has been carried out.

7.0 TERMS OF PAYMENT: No advance payment will be made against this contract. But Contractor may claim for 100% after successful completion of the work in all respects.

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

a. The tenderer should submit the consent in a mandate form of Enclosure-1 for receipt of payment through NEFT and provide the details of bank A/c in line with RBI guidelines for the same. These details will include bank name, branch name & address, A/c type, bank A/c no. and bank and branch code as appearing on MICR cheque issued by bank. Further, the tenderer should also submit certificate from their bank certifying the correctness of all above mentioned information in the mandate form.

b. In case of non-payment through NEFT or where NEFT facility is not available, payment will released through cheque through RPAD.

c. The Tenderer / contractor should indicate their NEFT (Electronic Fund Transfer) contractor code number (allotted, if any) for payment

EFT contractor code no. :

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

The clause 17(B) of GCC provides for recovery of liquidated damages from the contractor for delay in completion of work. Under such circumstances, the Competent Authority of Railways would consider levy of token penalty as deemed fit, based on the merits of the case.
10.0. **DEDUCTION OF INCOME TAX & SALES TAX AT SOURCE:** Income Tax, Sales Tax and any other Government levies, shall be recovered at source at the rates prevailing at the time of passing the bill. Present rate of **Income Tax** is 2% and SC 10% on Income Tax and CESS 2 % on IT plus SC. **Sales Tax** applicable now is 4%. Necessary certificate will be issued to the Contractor for Deduction of Income Tax at source.

11.0. **PROGRAMME OF WORK.**

   a) Immediately on issue of letter of acceptance of this tender, the contractor should submit a programme of work showing the activities work wise for completing the whole work within the stipulated period of completion, in consultation with the SEE/M - in - charge of the work. If so desired by the SEE/ M, the contractor shall submit further programme from time to time taking into consideration the latest progress achieved till then.

   b) This is to reiterate that the Railway reserves the right of terminating the contract at any stage of review of the progress under (a) above , if the above agreed programme(s) are not adhered to within the margin of 10 % as envisaged in Clause 62 (I) (viii) of the General Conditions of Contract.

   c) Non submission of the programme as envisaged in (a) above shall entitle Railway to terminate the contract under clause 62 of the General Conditions of Contract.

12.0 **LABOUR**

The contractors attention is drawn to Clause 55A of the General conditions of contract regarding provision of contract labour(Regulation and abolition Act 1970) and the contractor shall comply with the provision in all respects to the extent applicable under this contract and shall face consequences at his risk and responsibilities for any lapses on his part.

13.0 **VALIDITY OF TENDER**

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

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<td>2)</td>
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<td>3)</td>
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<td>7)</td>
<td>Branch</td>
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<td>8)</td>
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<td>13)</td>
<td>PAN of the Firm</td>
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<td>14)</td>
<td>TIN of the Firm</td>
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</table>

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

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

Signature of the Banker with stamp

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

SPECIAL CONDITIONS OF CONTRACT

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

1. Although the quantities shown in the schedule of rates (enclosed to this specification) are correct, this Railway Administration reserves the right to increase or decrease the quantity. In case the quantity is increased, the contractor shall supply the excess quantity of the material and do the excess quantity of work at same rate offered by him at the time of tender in the schedule of rates.

2. The Contractor shall give advance intimation to SEE/C for inspection for completion of work.

3. The Contractor shall make his own transport arrangements for drawing any materials from construction Stores to site, and for moving the items if any from site to Construction stores situated inside Shell Factory.

4. The Contractor shall be solely responsible for the orderly conduct of his authorized persons as well as labourers within ICF premises and at work place.

5. The contractor shall obtain revised Entry Permit and following work Permits as required, introduced with effect from 15.6.09, vide CWE/Shell/ICF Procedure Order No. 03 dt.6.6.2009.

   Revised Entry Permit
   Permit to work at Height to avoid fall of person or tools (Only to approach to the work area at height above 2 M)
   Hot work permit for Welding Gas Cutting, use of open flames Etc.,
   Excavation Permit.

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

6. The tenderer shall ensure that their work shall not affect the regular coach production of the factory.

7. Safety accessories like helmets, belts, safety boots, Hand Glouses, Goggles and other safety items shall be used by the contractor while executing the work.

8. The contractor shall employ technically qualified personnel with relevant field exposures related to electrical construction/maintenance works such as installation, power shut downs, material handling etc.,

9. The administration shall have the power to direct the contractor to engage sufficient numbers of expert supervisors, if it is considered that the contractor’s supervising arrangements are found insufficient for successful completion of the work. Failure to comply with the above directive also will result in the contract being terminated at the risk and responsibility of the contractor.
10. **Employment of Qualified supervisor for the execution of work:**
   a. The Contractor shall employ one qualified Graduate Engineer when the value of the works is equal to or more than Rs.30 lakhs and one qualified Diploma Holder in Engineering when the value of the works is more than Rs. 5 lakhs but less than Rs. 30 lakhs for the execution of the Works Contract.
   b. Before starting of the work & while applying for Entry permit, proof for Technical qualification meeting the above condition shall be submitted.
   c. The Contractor’s authorized representative should be available during the entire execution of Works for taking instructions and discussions. In addition, the technical staff shall be available at site whenever required by the Engineer – in – charge to take instructions.
   d. **In case the Contractor fails to employ the Technical staff aforesaid, he shall be liable to pay a reasonable amount not exceeding a sum of Rs.5000/- (Rupees five thousand only) for each month of default in case of Graduate Engineer and Rs.2000/- (Rupees two thousand only) for each month of default in case of Diploma holder.**
   e. The Contractor shall have a local office / agent in Chennai for Communication in local language

11. All the tools and plants such as tools, ladders, safety equipments and other electrical tools required for this work shall be arranged by the contractor at their own expense including the cost of conveyance to adhere to the target date of completion. The administration will not be responsible for inadequacy of tools and plants brought by the contractor and no claim on this ground is admissible.

12. The operation of any of the items in connection with this work will entirely be at the discretion of the ICF administration and no claim whatsoever of any kind will be entertained by the administration for non operation of items.

13. The contractor shall be responsible to see that the work executed by him does not if any way infringe or damage the existing 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.

15. **The contractor shall be responsible for any damage to all articles in his custody till the work is completed and finally handed over to this administration.**

16. The tenderer while indicating the rate for the relevant item provided in schedule of rates as per annexure shall include the cost of excise duty, sales tax, discount, handling transportation to site of works, storage, wastage etc.,

20. Railway administration shall not be responsible for safety of the staff of the contractor and hence the personnel shall not be liable for any compensation arising out of accidents while executing the work.

21. Power shut down required by the contractor, shall be intimated to the SSE incharge in writing at least one week in advance and plan for executing the work. This administration is not responsible for delay in the execution of the work due to the delay in taking power shut down.

22. It is the responsibility of the contractor to get all his doubts clarified about all the points mentioned in this specification. If required he may visit the site duly fixing a prior appointment with S.E.E / M.

23. The contract against this specification will be governed by the Indian Railway General Conditions of contract applicable to Civil Engineering Works, in addition to the special conditions set forth in this specification. Wherever these special conditions are at variance with the General Conditions of contract, the special conditions shall prevail.
24. The tenderer on whom tender is awarded shall be required to appear at SEE/M in person and to execute the contract documents within seven days after notice in the form of letter of acceptance awarding contract to him. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

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

26. The successful Contractor shall start the work with in 15 days from the date of issue of letter of Acceptance.

27. If the work is not completed with in the due date, the contract will be terminated by giving 7 days and 48 hours notice as per the General Conditions of Contract.
ANNEXURE-V

SAFETY NORMS & EMS REQUIREMENTS

SAFETY NORMS TO BE FOLLOWED BY THE CONTRACTOR

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

1.1 The contractor should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway premises, and should conform to the rules and regulations of the Railway.

1.2. The Contractor should abide by all railway regulations in force from time to time and ensure that the same are followed by his representatives, agents or sub contractors or workmen.

1.3. The contractor should ensure that unauthorized, careless or inadvertent operation of installed equipment which may result in accident to staff and / or damage to equipment does not occur.

1.4. The Contractor should indemnify and keep the purchaser indemnified and harmless against all actions, suits, claims, demands costs charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the railway premises and any loss or damage to railway property sustained due to the acts or omissions of the contractor irrespective of whether such liability arises under the workmen’s compensation act or the fatal accidents act or any other statute in force from time to time.

2.0 EMS REQUIREMENTS

2.1 The contractor shall ensure that all his workmen wear PPEs commensurate with the severity of work.

2.2. The contractor shall ensure industrial safety methods in executing his work at ICF.

2.3. The contractor shall ensure that all wastes generated by his activities / work are moved to the respective dump sites or taken for re-cycling at ICF.

2.4. The contractor has to give prior information whether any hazardous chemical is used in his work and if so, the operational control to be exercised.

2.5. The contractor has to ensure that all his material handling equipments / transport vehicles are emission tested.

2.6. The contractor has to ensure that his activities are in tune with the ICF EMS Policy (to be incorporated as part of Contract)

2.7. The contractors’ staff must be aware of contents of MSDS in respect of chemicals / materials (if any).

2.8. The contractors’ staff shall be competent to operate emergency appliances like fire extinguishers.

2.9. The contractors’ staff shall be competent in the areas wherein the contract is awarded eg. to operate ETPs at ICF by evaluating through skill matrix by concerned official.
A) **SAFETY & HEALTH**
2. Adequate and appropriate tools shall be issued.
3. All instrument used for the work is to be complied with Indian Electricity rules.
4. The instruments are used to be conformed to Indian Standards.
5. Staffs under your control should wear the personal protective equipments as per working condition to prevent injuries.
6. Suitable ladders/scaffoldings are to be used for climb up and working at height.
7. Ensure adequate lighting at work place.
8. Contractor should follow the terms and conditions/instructions of ICF from time to time.
9. Activities other than the specified activities as per the contract clauses, which are assigned to you, are not permitted at our premises.
10. Ensure the Suitable guards are provided to the hand operating machine.
11. Suitable lifting machineries and tackles are to be used to handle the materials.
12. Any loss incurred to ICF because of your activities shall be charged on your account.
13. The equipments & materials stored at our premises are on your own risk.
14. Before start of work, proper shut down (if necessary) is to be undertaken for safety.
15. Before start of any work, appropriate Work Permits shall be obtained.
16. Off cuts and wastes generated during the course of your work, must be suitably disposed identified areas.
17. The renewal of permit will be issued only on the basis of performance of compliance of the said rules, regulations, conditions and safety norms.
18. The contractor shall engage qualified supervisors at the work site whenever men are engaged for work.
19. First aid box with adequate medicine are to be provided in the work area.
20. In case of any accident to the contract staff, the contractor should inform to the CSO/Shell & CSO/Fur. through department concerned within one hour.
21. Disobeying or not following the conditions / precautions / procedures shall result in penalty. In serious cases, stoppage of work or cancellation of permits may be done. Stopping of the work are empowered by the Safety Officer, Chief Safety Officer, Factory manager and Occupier.
22. For accidents involving to your staff inside Shell factory, necessary compensation to the dependents of the staff and legal expenditure cost shall be borne on your account.
23. The display board containing the details of nature of work, maximum number of staff working per shift, period of work, site in charge name and phone number and main office phone numbers is to be placed at prominent place.
24. If total staff engaged by you on any day of the contract period is 20 or more, you have to register with Central Labour Commissioner at Shastri Bhavan and obtain license.
25. Staffs under your control are to be insured during the work period.
26. Registers in Form XIII, XVI, XIX, and XVII as per contract labour act shall be maintained.
27. Employment card in Form XIV should be issued to all work men by the contractor.
28. The payment of wages shall be made as per Minimum wages Act, and shall be witnessed by ICF nominated Supervisors.
29. Usage of LPG cylinder in the factories (both Shell & Fur) is prohibited for industrial activities. Industrial LPG cylinders shall only be allowed if accompanied by a certificate from gas companies about the end use for which it is issued.
B) ENVIRONMENT
30. ICF is an ISO 14001/2004 certified Factory. All activities shall be carried out as per the Environment Protection Act & Rules.
31. Handling, storage & use of any chemicals and Haz. waste shall be carried out as per conditions laid down by TNPCB (Tamil Nadu Pollution control Board). Any clarification shall be made with contract executing officer & Safety Cell.
32. Spillage of Haz. materials, chemicals and oil shall be strictly avoided; incase of any leakage/spillage, it should be cleaned immediately.
33. Any waste materials should not be burnt inside the Factory.
34. Any open fire or smoke noticed by the contractor or his men, should be informed immediately to the Fire Fighting crew through telephone numbers FIRE Fighting CREW: 46565 (Railway phone) Fire fighting Contractor: 9841098419, 9841269727 (cell).

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

DECLARATION BY CONTRACTOR

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

Signature of Proprietor/Owner/Contractor
(With company seal)
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Rate in words
# ANNEXURE - VII

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REGULATIONS FOR TENDERS AND CONTRACTS AND CONDITIONS OF TENDER

For the guidance of Contractors

MEANING OF TERMS

1. In these Regulations for Tenders and Contracts and Conditions of Tender, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:-

(a) “Railway” shall mean the President of the Republic of India or the Administrative Officers of the Integral Coach Factory or of the Successor Railway authorized to deal with any matters which these presents are concerned on his behalf.

(b) “General Manager” shall mean the officer in administrative charge of the whole of the Integral Coach Factory and shall mean and include the General Manager of the Successor Railway.

(c) “Chief Engineer” shall mean the Officer-in-charge of the Engineering Department of the Integral Coach Factory and shall also include the Engineer-in-Chief, Chief Engineer (Construction), Chief Signal and Telecommunication Engineer and shall mean and include the (Chief Engineer) Engineer-in-Chief, Chief Engineer (Construction) and Chief Signal and Telecommunication Engineer of the Successor Railway.

(d) ‘Engineer’ shall mean the Divisional and District Engineer or the Executive Engineer in executive charge of the works and shall include the superior officers of the Engineering Department of the Integral Coach Factory (i.e.) the Deputy Chief Engineer / Chief Engineer / Chief Engineer (Construction) I Engineer-in-Chief/Chief Signal and Telecommunication Engineer/Dy. Chief Signal and Telecommunication Engineer and shall mean and include the Engineers of the Successor Railway.

(d) “Successor Railway” shall mean and include such other Railway to which for administrative or other reasons this contract may during its tendency be transferred.

(e) “Tenderer” shall mean the person, the firm or company who tenders for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.

(f) “Limited Tenders” shall mean tenders invited from all or some contractors on the approved list of contractors with Railway.

(g) “Open Tenders” shall mean tenders invited in open and public manner and with adequate notice.

(h) “Works” shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to specifications.

(i) “Specification” shall mean the specifications for materials and works, current on the Southern Railway or as amplified, added to or superseded by special specifications, if any appended to the tender forms.

(j) Schedule of rates – “Integral Coach Factory” shall mean the Schedule of Rates issued under the authority of the Chief Engineer from time to time.

(k) “Drawings” shall mean the drawings, plans and tracing or prints thereof annexed to the Tender forms.

(i) “General Conditions of Contract” shall mean the General Conditions of Contract for works in the Integral Coach Factory – Engineering Department, issued under the authority of the Chief Engineer.

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

REGULATIONS FOR TENDERS AND CONTRACTS

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

Definitions:

Singular and Plural:

Regulations for Tenders and Contracts subject to modifications.
4. List of approved Contractors are maintained under the following categories of works:

- a) Earth work and roads
- b) Buildings and structures;
- c) Supply including loading and unloading of materials such as ballast, boulders, bricks, stone metals, lime and sand;
- d) Steel works;
- e) Wood Works;
- f) Water supply, drainage and sanitary works
- g) Maintenance and repair works;
- h) Supply of miscellaneous materials such as red-earth, bellies, thirties, chicks, manures, etc.

5. A Contractor desirous of having his name included in the list of approved contractors shall apply to the Engineer furnishing particulars regarding:

- a) his position as an independent contractor;
- b) his capacity to undertake and carry out works satisfactorily, as vouched for by a responsible official or form;
- c) his previous experience on works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if need be by reference, to the signatures thereof;
- d) his knowledge, from actual personal investigation, of the resources of the area in which he offers to works;
- e) his ability to supervise the work personally or by competent and duly authorized agents;
- f) his financial position.

The applicant shall clearly state the categories of works listed under clause 4 of these Regulations for which he desires registration in the list of approved contractors and subject with his application a duly authorized copy of the Income Tax Clearance Certificate.

6. Tender forms shall be issued on payment of the prescribed fees to the appropriate contractors on the list of approved contractors. Contractors not on the list of approved contractors, will on payment of the prescribed fees, be furnished with tender forms and shall be required to submit evidence regarding their financial status, previous experience and ability to execute the works, and an authorized copy of the income-tax Clearance Certificate, without which their tenders will not be considered.

7. The transfer of tender forms purchased by one tenderer to another is not permissible.

8. No tender shall be considered which is not submitted in the official tender form attached hereto along with the tender documents issued to the tenderer.

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

10. No separate commission bearing on the tender shall be addressed by the tenderer to the General Manager, Integral Coach Factory, Chennai 600038, or any other persons, but all explanatory qualifying remarks which the tenderer may desire to make must be recorded on page 7 and 8 hereof or submitted in a covering letter along with the tender.

11. The tenderer should sign on each and every page of the tender documents and at the end of each specification and schedule at places provided for the purpose.

12. The tenderer shall also be required to deposit a sum of Rs. .............................. towards the Earnest Money with the Tender. If his tender is accepted his Earnest Money will be retained as part Security for the due and faithful fulfillment of the contract in terms of clause 16 of the General Conditions of Contract. The Earnest Money of other tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
13. (a) Before submitting a tender the tenderer will be deemed to have satisfied himself by actual
inspection of the site and locality of the works, that all conditions liable to be encountered
during the execution of the works are taken into account and that the rates he enters in the
tender forms are adequate and all inclusive to accord with the provisions in clause 37 of the
Standard General Conditions of Contract for the Completion of works to be entries
satisfaction of the Engineer.

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

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

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

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

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

EXECUTION OF CONTRACT DOCUMENTS:

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

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

CONDITIONS OF TENDER

17. The drawings for the works and relevant specifications can be seen in the Office of
……………………………………………………….Integral Coach Factory, Chennai 600038,
at any time during office hours.

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

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

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

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

22. The tender should be accompanied by a Cash Receipt for a sum of Rs.……………… as Earnest
Money deposited in cash with the Assistant Chief Cashier of the Integral Coach Factory or in
the form of Deposit Receipts, Pay Order of Demand Drafts, in favour of Financial Adviser and
Chief Accounts Officer, Integral Coach Factory.
(i) The Tenderer shall hold the offer open for a period of 90 days from the date fixed for opening the same, it being understood that the Tender documents have been sold/issued to the Tenderer and the Tenderer is being permitted to Tender in consideration of stipulation on his part that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Executive Engineer of the Integral Coach Factory, should the tenderer withdraw his offer within the validity date of his offer or fails to undertake the contract after acceptance of his tender the full earnest money of Rs…………………. should be forfeited.

The Tenderer shall hold the offer open till the period of 90 days as specified above, if the tender is accepted, the amount of Earnest Money will be held as Security Deposit for the due and faithful fulfillment of the contract. The Earnest Moneys of the unsuccessful tenderer will have as hereinafter provided be returned to the unsuccessful tenderers but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession, nor be liable to pay interest thereon.

(ii) Tenders unaccompanied by the requisite Earnest money in the prescribed form under no circumstances will be entertained and will be summarily rejected.

Right of Railway to reject Tender:
23. It shall not be obligatory on the Railway to accept the lowest tender and no tenderer/tenderers shall demand any explanation for the cause of rejection of his/thier tender.

Furnishing wrong information:
24. If the tenderer/tenderers deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptances of his/their tender, the Railway reserves the right to reject any such tender at any stage.

Cancellation of Tender
25. If a tenderer expires after submission of his tender or the acceptance of his tender, the Railway shall deem such tender as cancelled, if a partner of a firm expires after submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled unless the firm retains its character.

Refund of Earnest Money to unsuccessful Tenderers
26. The Earnest Money including the amount taken as Security Deposit for the due performance of the stipulation to keep the offer open till the date specified in the Tender will be refunded to the unsuccessful tenderer/tenderers within a reasonable time. The Earnest Money deposited by the successful tenderer/tenderers will be retained towards, the Security Deposit for the due and faithful fulfillment of the contract but shall be forfeited if the contractor fails/contractor fail to execute the Agreement Bond or start the work within a reasonable time (to be determined by the Executive Engineer) after notification of the acceptance of his/thier tender.

Income-tax clearance certificate
27. The tenderer/tenderers is /are required to produce along with his/thier tender an authorized copy of the Income-tax Clearance Certificate or a sworn affidavit duly countersigned by the Income-tax officer to the effect that he/they has/have no taxable income. Documents testifying to the tenderer’s / tenderers / previous experience and financial status should be produced when desired by the Railway.

Final date of receipt of tenders:
28. Tenders must be enclosed in sealed covers, superscribed “tender for…………………………….. ………. ………………………………………………………. and must be sent by registered post to address of ……………………………………………………. Integral Coach Factory, Chennai 600038, so as to reach this office not later than …………………………. Hours, on the ……………………………… or deposited in the special box allotted for the purpose in the above office on or before ………………….. Hours on …………………………………………. The tenders will be opened on the same day at …………………………. hours in the office of the ……………………………………………….. Integral Coach Factory, Chennai 600038 in the presence of such of the tenderers or their Agents who may attend.

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

Accepting authority:
30. The authority for the acceptance of this tender will rest with the ……………………………… Integral Coach Factory, Chennai 600038, who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders.

Execution of contract:
31. The successful tenderer/tenderers shall be required to execute an Agreement in the form annexed hereto duly stamped with the President of India acting through the ………………………………. Integral Coach Factory, Chennai 600038 of the Railway for carrying out the work according to the General Conditions of Contract and Specifications. The cost of the stamps will be borne by the Contractor.
32. The tenderer shall keep the offer open for a minimum period of 30/60/90* days from the date of opening of the tender, within which period the tenderer cannot withdraw his offer, subject to the period being extended further if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his “Earnest Money”.

33. Should a tenderer be a retired engineer or the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering Department of any of the Railways owned and 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 an incorporated company have any such retired engineer or retired officer as one of its directors, or should a tenderer have in his employment any retired engineer or retired gazetted officer as aforesaid the full information as to the date of retirement of such engineer or retired gazetted officer from the said service and in cases where such engineer or officer had not retired from government service at least two years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contract be a partnership firm or an incorporated company to become a partner or director as the case may be, or to take employment under the contractor has been obtained by the tenderer or the engineer or the officer as the case may be from the President of India or any officer duly authorized by him, in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired engineer or retired gazetted officer is so associated with the tenderer, as the case may be shall be rejected.

34. Should a tenderer or contractor being an individual on the list of approved contractor, have a relative employed in gazetted capacity in the Integral Coach Factory, Chennai 600038 or in the case of a Partnership firm or Company incorporated under the India Company law should a partner or a relative of the Partner or a shareholder or relative of a shareholder be employed in gazetted capacity in the Integral Coach Factory, Chennai-38, the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tender may be rejected or if such subsequently comes to light, the contract may be rescinded in accordance with the provisions in clause 62 of the General Conditions of Contract.

35. The contractor shall comply with the provisions of the Factories Act, 1948 or the modifications thereof or any other laws relating there to and the rules made there under from time to time.

36. A contractor who has not carried out any work so far on this Railway should furnish particulars regarding:

a) His position as an independent Contractor.

b) His capacity to under takes and carries out works satisfactorily, as vouched for by a responsible official or firm.

c) His Previous experience on works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if need be, by reference to the signatories thereof.

d) His knowledge from actual personal investigation of the resources of the zone or zones in which he offers to work.

e) His ability to supervise the work personally or by competent and duly authorized agents.

f) His financial position.

Tenderer / Contractor

Seal
TENDER

To

THE PRESIDENT OF INDIA,

ACTING THROUGH THE CHIEF ENGINEER

INTEGRAL COACH FACTORY, CHENNAI-600 038.

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 ………… days from the date fixed for opening the same and in default thereof. I/We will be liable for forfeiture of my/our “Security Deposit”. I/We offer to do the work for …………… at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in ……… Months 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. A sum of Rs……………. Is hereby forwarded as Earnest Money in addition to the sum of Rs. ……………………… as ‘Security Deposit” mentioned above. The full value of the Earnest Money shall stand forfeited 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 ten days after receipt of orders to that effect.

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

Contractor’s Address……………………… Signature of Contractor(s) ……………………
…………………………………………….... ………………………………………………..
…………………………………………….... Date………………………………....................
…………………………………………….... Signature of Witness:
…………………………………………….... 1. ………………………………………............
…………………………………………….... 2. ……………………………………….............

ACCESSION OF TENDER

I accept the tender above and agree to pay the rate as entered in the schedule rates and quantities.

Witness

(1) …………………………………………
(2) …………………………………………
……………………………………………

On behalf of the President of India

Signature …………………………………
Designation ……………………………
Date ………………………………
PARTICULARS OF THE CONTRACTOR

1. Name and address of the Contractor

2. Reference may be made to

3. Previous experience in Railway P.W.D. and other work:
AGREEMENT FOR WORKS

Contract Agreement No ........................................... Dated.......... 2004

Articles of Agreement made this ................. day of ................. 2004 between the
President of India acting through the ..................................................
INTEGRAL COACH FACTORY hereinafter called the ‘Railway’ of the one part and Shri/
Messrs ............................................................... whose
permanent postal address is ..........................................................
............................................................... hereinafter
called the “Contractor” of the other part.

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

NOW THIS INDENTURE WITNESSETH that in consideration of the payments to be made by the
Railway, the Contractor will duly performance the said works in the said schedule setforth and shall execute the
same the great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and
will complete the same in accordance with the said specifications and said conditions of the contract on or
before the .....................................................day of ..................................................2004 and will maintain the said
works for a period of .....................................................calendar months from the certified date of their
completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and
taken to be part of this contract) as if the same had been fully setforth herein), AND the Railway both hereby
agree that if the Contractor shall duly perform the sale works in the manner aforesaid and observe and keep the
said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on final
completion thereof the amount due in respect thereof at the rates specified in the Schedule hereunto annexed.

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

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

(1) ............................................................... (Signature of Witness (1))

(2) ............................................................... (Signature of Witness (2))

*** End of document **