TENDER INTRODUCTION

Sub: Maintenance of EOT Cranes of B Shed through Annual Maintenance Contract

Ref: Open Tender No.: M/M&P/WC/04/05/40/Cranes/AMC

It is proposed to carry-out “Maintenance of EOT Cranes of B Shed through Annual Maintenance Contract” by outside agencies.

Dy. CME/Plant/ICF for and on behalf of President of India invites sealed tenders from eligible contractors for the said work up to 14.30 hours on 27.01.2012 which will be opened at 15.00 hours on the same day.

A sum of ₹ 50,640/- (Rupees Fifty Thousand Six Hundred and Forty Only) towards EMD to be deposited in cash with Assistant Chief Cashier of ICF or in the form of Demand Draft or Fixed Deposit Receipts drawn in favour of Financial Adviser and Chief Accounts Officer, ICF. This EMD, which is to be submitted along with the bid, shall be given by the Contractor against any loss in the event of the contractor failing to undertake the contract or to furnish the required Security Deposit within the appropriate time after the acceptance of the tender. Any other form of EMD viz., Cheques or Bank Guarantees will be summarily rejected along with the tender.

List of documents Enclosed:
1. Special conditions of contract
2. Offer Format – Annexure A
3. Regulation for Tenders/Contracts and conditions of Tender – Annexure B
4. Check list – Annexure C
5. Safety, Health and Environmental instructions – Annexure D

The Contractor may send the quotation to reach the undersigned on or before 14.30 Hrs on 27.01.2012 or deposit the quotation on or before 14.30 hrs on same day in the Tender box provided in the office of the Deputy Chief Mechanical Engineer/Plant/Shell/ICF. The Tender will be opened on the same day at 15.00 Hrs. Late quotations will not be accepted. The quotations should be sealed and the cover to be super scribed as Quotation for “Maintenance of EOT Cranes of B Shed through Annual Maintenance Contract”, duly specifying the Tender Number “M/M&P/WC/04/05/40/Cranes/AMC”.

SENIOR MECHANICAL ENGINEER/
MACHINERY AND PLANT
SIGNED FOR AND ON BEHALF OF
PRESIDNET OF INDIA
SPECIAL CONDITIONS OF CONTRACT

1. **TENDER NO:**
   
   1.1. M/M&P/WC/04/05/40/Cranes/AMC

2. **NAME OF THE WORK:**
   

3. **BRIEF DESCRIPTION OF WORK:**
   
   3.1. Annual Maintenance Contract through outside firms on Open Tender basis for the maintenance of EOT Cranes available in “B” Shed for a period of one year. The detailed works to be carried out is given in the scope of work.

4. **LIST OF DOCUMENTS ENCLOSED:**
   
   4.1. Special conditions of contract
   4.2. Offer Format – Annexure A
   4.3. Regulation for Tenders/Contracts and conditions of Tender – Annexure B
   4.4. Check list – Annexure C
   4.5. Safety, Health and Environmental instructions – Annexure D

5. Validity of offer shall be minimum for 120 days (One Hundred and Twenty days) from the date of opening of the Tender.

6. **IT IS EMPHASIZED THAT THE CONTRACTOR SHALL GIVE PARA-WISE COMMENTS FOR ALL THE FOLLOWING PARAS, IN THE SAME SEQUENCE TO FACILITATE EARLY FINALISATION OF TENDER.**

7. The checklist at Annexure – C shall be ticked and submitted along with the quotation as a proof of coverage of all aspects in the quotation.

8. For quoting the rates the prescribed Estimate format at Annexure–A shall only be used by the contractor without fail.
9. **SCOPE OF WORK FOR CONTRACTOR:**

9.1. Presently there are eight numbers of 20/5 Ton cranes, five numbers of 10 ton cranes and four numbers of 5 Ton cranes (total 17 cranes) in B shed of Shell Division.

9.2. The list of EOT Cranes available in “B” Shed to be covered under the subject tender is furnished in the following table:

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Shop</th>
<th>Inv.No</th>
<th>Make</th>
<th>Capacity</th>
<th>Age in years</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>21</td>
<td>CR 01</td>
<td>Litostroj</td>
<td>20/5 Ton</td>
<td>55</td>
</tr>
<tr>
<td>2</td>
<td>21</td>
<td>CR 02</td>
<td>Litostroj</td>
<td>20/5 Ton</td>
<td>57</td>
</tr>
<tr>
<td>3</td>
<td>21</td>
<td>CR 03</td>
<td>Litostroj</td>
<td>20/5 Ton</td>
<td>56</td>
</tr>
<tr>
<td>4</td>
<td>21</td>
<td>CR 04</td>
<td>Litostroj</td>
<td>20/5 Ton</td>
<td>57</td>
</tr>
<tr>
<td>5</td>
<td>21</td>
<td>CR 05</td>
<td>Litostroj</td>
<td>5 Ton</td>
<td>56</td>
</tr>
<tr>
<td>6</td>
<td>21</td>
<td>CR 07</td>
<td>Litostroj</td>
<td>5 Ton</td>
<td>56</td>
</tr>
<tr>
<td>7</td>
<td>21</td>
<td>CR 11</td>
<td>Litostroj</td>
<td>5 Ton</td>
<td>57</td>
</tr>
<tr>
<td>8</td>
<td>21</td>
<td>CR 49</td>
<td>Litostroj</td>
<td>10 Ton</td>
<td>23</td>
</tr>
<tr>
<td>9</td>
<td>21</td>
<td>CR 50</td>
<td>Litostroj</td>
<td>10 Ton</td>
<td>23</td>
</tr>
<tr>
<td>10</td>
<td>21</td>
<td>CR 58</td>
<td>Litostroj</td>
<td>10 Ton</td>
<td>23</td>
</tr>
<tr>
<td>11</td>
<td>21</td>
<td>CR 60</td>
<td>Litostroj</td>
<td>10 Ton</td>
<td>23</td>
</tr>
<tr>
<td>12</td>
<td>21</td>
<td>CR 66</td>
<td>Reva</td>
<td>20/5 Ton</td>
<td>16</td>
</tr>
<tr>
<td>13</td>
<td>21</td>
<td>CR 67</td>
<td>Reva</td>
<td>20/5 Ton</td>
<td>16</td>
</tr>
<tr>
<td>14</td>
<td>21</td>
<td>CR 68</td>
<td>Reva</td>
<td>20/5 Ton</td>
<td>16</td>
</tr>
<tr>
<td>15</td>
<td>21</td>
<td>CR 69</td>
<td>Reva</td>
<td>20/5 Ton</td>
<td>16</td>
</tr>
<tr>
<td>16</td>
<td>21</td>
<td>CR 88</td>
<td>Krane Components</td>
<td>10 Tons</td>
<td>2</td>
</tr>
<tr>
<td>17</td>
<td>22</td>
<td>CR 91</td>
<td>Alpha Services</td>
<td>5 Tons</td>
<td>2</td>
</tr>
</tbody>
</table>

9.3. The scope of work shall comprise the following:

9.3.1. Breakdown maintenance
9.3.2. Preventive Maintenance
9.3.3. Maintenance of shrouded bus bars
9.3.4. Maintenance of gantry.

9.4. **Breakdown maintenance:**

9.4.1. Breakdown maintenance of all components of EOT Cranes as given below.

9.4.2. **MECHANICAL WORKS:**

9.4.2.1. Visual checking of cranes for operational and safety aspects.
9.4.2.2. Checking and Topping oil in gearboxes
9.4.2.3. Lubrication of crane components as recommended.
9.4.2.4. Lubrication of wire ropes.
9.4.2.5. Replacement of LT/CT wheels including bearings, wheel shafts, couplings, pedestals, gears, etc. wherever necessary.
Integral Coach Factory, Chennai – 600 038.

Tender Document

M/M&P/WC/04/05/40/Cranes/AMC
Sub: AMC of EOT Cranes in B Shed

9.4.2.6. Drive mechanisms – LT, CT and hoist motions, replacement of gear boxes, bearings, oil seals, gaskets, gears, input/output shafts, couplings, coupling bolts, drive shafts, pulleys, etc.

9.4.2.7. Wire Ropes – Replacement of worn-out/broken/crushed/damaged wire ropes. Ensuring the wire rope clamps.

9.4.2.8. Hook block and hoists – Replacement of damaged / worn-out hooks, pulleys bearings and covers and any other damaged components of the hook blocks and hoists.

9.4.2.9. Checking, repair and replacement of crane end stoppers on LT and CT.

9.4.2.10. Restoration of trolleys in case of derailment.

9.4.2.11. Checking and repairing bogie system on end carriages and repairing damages to structures.

9.4.2.12. Checking and replacement of brake units / brake liners, replacement of springs, adjustment of studs etc.

9.4.2.13. Inspection, repair and modification related to the structural member of the crane as and when required to ensure the safe, reliable and improved crane availability.

9.4.2.14. The above maintenance works are bare minimum and contractor has to carry out any other maintenance activities not listed above but required for proper running of the cranes.

9.4.3. **ELECTRICAL:**

9.4.3.1. Attending breakdown of electrical nature.

9.4.3.2. Replacement / Repair of motors except rewinding of motors. (Defective motors shall be removed from crane and sent to electrical repair shop (ERS). The spare/repaired motor must be taken back to the crane and the fixing and electrical connection work to be done by the tenderer)

9.4.3.3. Replacement of fuses / fuse holders in electrical panels.

9.4.3.4. Replacement of defective electrical switch gears on cranes.

9.4.3.5. Replacement of cables.

9.4.3.6. Repair / replacement of incoming isolators on crane bridge platform/cabins.

9.4.3.7. Replacement / checking of brake units.
9.4.3.8. Maintenance of junction boxes on bridge platform/cabin/crab units etc.

9.4.3.9. Repair / Replacement of cable trolleys, Festoon arrangements and Cable Drag Energy Chain.

9.4.3.10. Repairs / Replacement of floor operation push button pendent including push buttons.

9.4.3.11. Repair / Replacement of master/Drum controllers

9.4.3.12. Topping / Replacement of oils in brake units.

9.4.3.13. Tightening loose connection on junction boxes/panels/isolators/current collectors, motors, resistance boxes etc.


9.4.3.15. Checking / Repair / Replacement of Gravity Limit switches, counter weight, rope, clamps and its fixing arrangements.

9.4.3.16. Repair / Replacement of resistance boxes of CT, LT, Hoist and Auxiliary Hoist.

9.4.3.17. Repair / replacement of Anti-collision system and its bypass switches in cabin and pendent box.

9.4.3.18. Repair / Replacement of ladder indicator, ladder alarm, bus-bar indicating lights.

9.4.3.19. Maintenance of bridge lights, cabin fans, cabin lights, horn, foot switches and associated wiring.

9.4.3.20. Replacement of defective thruster motors.

9.4.3.21. Replacement of defective contactors, timers, over load relays (OLR), Miniature circuit breaker (MCB), Motor protective circuit breaker (MPCB) in all panels and replacement of Moulded case circuit breaker (MCCB) in protective panel.

9.4.3.22. Maintenance of driver operating cabin.

9.4.4. CLEANING OF CRANES:

9.4.4.1. All cranes to be cleaned 12 times in a year at regular intervals to remove any kind of waste materials / dust / oils / grease, unused cables, etc. on the crane.
9.5. **Preventive maintenance:**

9.5.1. Preventive maintenance of all cranes (as given in the list of cranes) at a periodicity indicated by ICF is to be done as per the electrical and mechanical maintenance checklist and schedule. A preventive maintenance schedule will be given to the contractor and the contractor has to strictly follow the preventive maintenance check list as listed below:

### Check list for Bi-monthly Preventive Maintenance Schedule for EOT Cranes

<table>
<thead>
<tr>
<th>SNO</th>
<th>Structure Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Welded joints</td>
</tr>
<tr>
<td>2</td>
<td>Fasteners and its fittings</td>
</tr>
<tr>
<td>3</td>
<td>Protective coat / Paint condition</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Long Travel &amp; Cross Travel</th>
<th>Mechanical CHECK POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Gear box for the moise, oil level and oil leak</td>
</tr>
<tr>
<td>2</td>
<td>Thruster brak alignment and brake shoe condition</td>
</tr>
<tr>
<td>3</td>
<td>Check for the coupling and its fasteners</td>
</tr>
<tr>
<td>4</td>
<td>Wheel flange &amp; tread wear status.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hoist</th>
<th>Mechanical CHECK POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Gear box for the moise, oil level and oil leak</td>
</tr>
<tr>
<td>2</td>
<td>Thruster brak alignment and brake shoe condition</td>
</tr>
<tr>
<td>3</td>
<td>Check for the coupling and its fasteners</td>
</tr>
<tr>
<td>4</td>
<td>Check for the wire rope condition &amp; lubricate</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Snatch Pulley Block</th>
<th>Mechanical CHECK POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Check wire rope pulley for its wear / damage</td>
</tr>
<tr>
<td>2</td>
<td>Check the centre block and its bearing</td>
</tr>
<tr>
<td>3</td>
<td>Visual check of the hook for its fasteners</td>
</tr>
<tr>
<td>4</td>
<td>Check the pulley guard and its fasteners</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>General</th>
<th>Mechanical CHECK POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Remove all the loose items available with cranes</td>
</tr>
<tr>
<td>2</td>
<td>Lubricate all the moving / rotating components</td>
</tr>
</tbody>
</table>

9.5.2 **Bi-monthly Electrical P.M.works**

9.5.2.1 Cleaning of Main isolating switch, Protective panel, Control panel for HT, CT & LT, Resistance boxes, Master controllers, junction boxes and motors.

9.5.2.2 Check for correct rating of HRC fuse links as per schematic drawing in Protective panel, Control panel for Hoist, Control panel for CT, Control panel for LT, Control panel for Aux. Hoist.

9.5.2.3 Check for correct position of Plunger pins & split pins EM Brake, Guide pins & split pins, Thruster pins & split pins in Thruster brake unit – Top and Bottom.
9.5.2.4 Check for correct functioning of Electro hydraulic thruster brake HT, CT, LT, Aux. HT & Electromagnetic brake of HT.

9.5.2.5 Check for oil level in thruster brakes HT, CT, LT & Aux. HT.

9.5.2.6 Check for operating mechanism & connections in Limit switches for HT, CT, LT, Aux. HT and in Dead man device for HT, CT, LT & Aux. HT.

9.5.2.7 Check for operation of Emergency pushbutton, bridge lights, horn/foot switches, fans & cabins lights.

9.5.2.8 Check for operation of electrical switch gears on control panels/protective panels.

9.5.2.9 Check for anti-collision system, ladder indicator, ladder alarm, bus-bar indicating lights.

9.5.2.10 Checking of earthing of all electrical equipments

9.5.2.11 Checking/maintenance of danger display boards and nameplate on all panels and resistance boxes

9.6 Maintenance of Shrouded bus-bars

9.6.2.1 Replacement of damaged Shrouded bus-bars.

9.6.2.2 Tightening of insulators clamps, holders and replacement.

9.6.2.3 Replacing/checking of current collectors.

9.6.2.4 Checking/replacement by welding of damaged current collector mounting brackets.

9.6.2.5 Checking of shrouded bus bar, fixing clamps, crimping/joint of bus bars, physical condition and seating of current collectors and junction box provided in the maintenance cage of the crane.

9.6.2.6 Checking and Correction of alignment of Shrouded bus-bars and their clamping.

9.6.2.7 Checking of power supply connections on Shrouded bus-bars (Power feeding).

9.6.2.8 Repair/Replacement of incoming power cables for Shrouded bus-bars.

9.7 Maintenance of gantry:

9.7.2 Tightening of bolts on both sides of the gantry rail.

9.7.3 Replacement of bolts and washers wherever missing.

9.7.4 Filling rail gaps by welding or keeping suitable rail pieces and grinding properly after welding.

9.7.5 Replacement of rail pieces / re-alignment wherever necessary with new material.

9.7.6 Checking of end stoppers and welding/bolting rectification.
9.7.7 Cleaning of gantry walkways for removal of any unused / waste material.

9.7.8 Keeping approach ladder and its handrails to walkways platforms in good condition.

9.7.9 Leveling of DSL and current collector brushes with respect to gantry rail is in the scope of the contractor.

10 SCOPE OF WORK FOR ICF:

10.5 ICF will provide compressed Air, Water, and Electricity at free of cost as available in ICF.

10.6 All the electrical and mechanical spares including the consumables required for the maintenance of the above cranes will be spared by ICF free of cost.

10.7 All the consumables / accessories (as and when required) for welding and gas cutting works shall be given by ICF free of cost.

10.8 Room will be provided by ICF at free of cost for keeping the tools and equipments required by the successful tender for the subject work.

11 STAFF REQUIREMENT:

11.5 Based on the past experience, the subject work requires following staff approximately:

11.5.2 Supervisor 3 Nos. with suitable qualification and sufficient experience.
11.5.3 Mech. Fitter 3 Nos. with sufficient work experience.
11.5.4 Elect. Fitter 3 Nos. with sufficient work experience.
11.5.5 Unskilled workers / Helper - 3 Nos.

11.6 All personnel being deputed shall have previous experience in maintenance of EOT Cranes.

12 OTHER IMPORTANT CONDITIONS:

12.5 A daily breakdown and monthly breakdown report (including downtime data of each crane) and a report of major work shall be submitted to the Senior Section Engineer (Mechanical and Electrical Maintenance) after endorsement from concerned maintenance in-charge (Contractor).

12.6 Preventive maintenance of the cranes shall be done periodically as per the checklist and schedule provided by ICF. The report in the ICF recommended format shall be submitted to the Senior Section Engineer (Electrical and Mechanical maintenance) respectively after endorsement from concerned maintenance in-charge (Contractor).
12.7 Contractor shall arrange his own tools for removal, dismantling, assembling and re-installation of hoist / motors / gear boxes, etc. However, all spares including consumables like gear oil, dash pot oil, electrodes, grease, cotton waste, contactors, relays etc. and facilities like gas cutting, welding, machining facility / repairs, rewinding of motors, coils etc. shall be provided by ICF free of cost at ground level. The contractor to minimize the breakdown time, shall adopt vigilant action for better parts / methods voluntarily.

12.8 Contractor shall maintain all records like breakdown forms, spares list, all other records pertaining to his works and shall be submitted to the Senior Section Engineer (Mechanical and Electrical Maintenance) after endorsement from concerned maintenance in-charge (Contractor).

12.9 No foreign / used or unused / scrapped / broken parts shall be left on the crane / gantry / bridge so that likely accidents due to their falling can be avoided. All used / worn-out / scapped / replaced spares/ parts shall remain the property of ICF.

12.10 All the records including the contractor’s staff’s attendance shall be submitted to the Senior Section Engineer (Mechanical and Electrical Maintenance) after endorsement from concerned maintenance in-charge (Contractor) on of every month.

12.11 For the labour engaged, the contractor is required to provide a photo identity card and also shall provide all the requisite Personal Protective Equipment.

12.12 The contractor must strictly follow the ICF safety regulations such as entry permit, work at height permit, hot working permit, necessary electrical shut down permit etc.

12.13 The contractor has to inspect the work area along with contract proposed section in charge SSE/JE before commencing the work and necessary action plan required to be followed including hazards involved and its precautions at work station need to be submitted to the contract executing section.

12.14 The worker engaged for the work at height should be competent enough on safety regulations and knowledgeable regarding the hazards involved and its precautionary measures.

12.15 If the work is planned during the factory working hours the contract supervisor should report to the shop in charge regarding the work planned through proper letter correspondence.

12.16 The first aid kit and emergency rescue plan should be available and known to the contract supervisor and the staff.

12.17 One qualified supervisor must be placed at the work execution area along with mobile phone facility.

12.18 While carrying out the work near open current distribution system, additional care must be exercised by the contractor.
12.19 The contractor shall see that no unauthorised person works for him inside ICF premises.

12.20 The contractor shall be responsible for the discipline of the men & women engaged by him/her inside the ICF area and ensure that the labourers employed by him are confined to their places of working and shall not go around the workshop.

12.21 The contractor shall ensure that the labour employed by him/her inside the factory comply with all instructions given by the security staff on duty.

12.22 The contractor shall maintain close co-ordination with the engineer in-charge of the work so as to ensure the work is in progress according to the contract schedule, failing which the administration shall take necessary action as per general conditions of contract.

12.23 Labour engaged under this contract should wear distinct uniforms. The uniform shall be with contractor’s name and logo printed on it. The color of the uniform shall be different from what is used in Railways. The contract workers shall also wear appropriate personal protective equipment such as safety belts, shoes, helmets etc.

12.24 The Contractor/contractor shall be responsible to take necessary precautionary measures in order to ensure the safety against injury, etc., of his personnel when working at the Railway premises and should confirm to the rules and regulations of the Railway. Contractor/contractors must provide adequate insurance coverage (i.e. workman compensation insurance) to their labours.

13 CONTRACTOR MUST VISIT THE SITE, TAKE NOTE OF THE SITE CONDITIONS AND ANALYSE THE CONSTRAINTS BEFORE SUBMITTING THE TENDER. THE WORK SHOULD BE CARRIED OUT IN STRICT ADHERANCE TO THE SCHEDULE AND SHOULD NOT IN ANY WAY DISTURB THE NORMAL PRODUCTION PROCESS OF THE FACTORY.

14 Following details shall be furnished (IRRESPECTIVE OF THE MONETARY VALUE):

14.5 List of Personal, available on hand and proposed to be engaged for the subject work.

14.6 List of Plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.

14.7 List of works completed in the last three financial years giving description of work, organization for whom executed, approximate values of contract at the time of award, date of award, and date of scheduled completion of work, Date of actual start, actual completion and final value of contract etc., should also be given in a separate sheet as per the pro-forma given below.
14.8 List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description of the work &amp; contract no.</th>
<th>Contract Value</th>
<th>Date of Contract Awarded</th>
<th>Approximate value of balance work yet to be done</th>
</tr>
</thead>
</table>

14.9 Final accounts of last 3 financial years as certified by auditors.

Note:

a. In case of items (13.3) and (13.4) above, separate documents / certificates from the Organizations with whom they worked / are working should be enclosed. All the certificates, agreements etc. should be got attested.

b. Certificates from private individuals to whom such works are executed / being executed shall not be accepted.

15 WORKING HOURS:

15.5 The contractor shall depute the staff in all three shifts to carry out the work as per scope in para 9.2, 9.3 & 9.4 on Week days including Saturdays. On Sundays, the contractor shall depute the staff based on the requirement.

15.6 If required, the contractor shall depute the staff in all three shifts to carry out the work as per scope in para 9.2, 9.3 & 9.4 on the Holidays of ICF. (i.e. Sundays, Unpaid Holidays, Paid Holidays and Christmas holidays).

16 CONTRACT PERIOD:

16.5 The entire works specified in the scope of work vide Para 9.2, 9.3 & 9.4 shall be carried out in all respect for one year from the date of issue of Letter of Acceptance.

17 MINIMUM GUARANTEED AVAILABILITY & PENALTY CLAUSE:

17.5 The contractor shall provide a minimum guaranteed availability of 90% for each crane subject to conditions such as (a) ICF shall stock the preventive maintenance spares (b) Delay due to non-availability of spares will not be considered for down time (c) full 24 hours breakdown will be considered as one day. Down time will be calculated on monthly basis and penalty as per Clause No.17 of this Special Conditions of Contract will be imposed. ICF reserve the rights to cancel the AMC contract in case penalty during the contract period exceeds 10% of the annual contract value.

17.6 The crane shall be considered under breakdown if any of the functionality of the crane or its subsystems or auxiliary systems is affected. The contractor must attend all breakdowns within 72 hours of intimation. No breakdown shall stretch
18 PENALTY FOR NOT ENSURING THE GUARANTEED AVAILABILITY:

18.5 In case the guaranteed 90% availability for the crane is not being met by the contractor, the following penalty will be levied subject to following conditions:

18.5.2 A penalty of 0.25% of the annual contract value shall be levied for each percentage point shortfall in availability for the applicable month. However, total penalty in a year shall not exceed 10% of the Annual Contract value. In case, the total penalty exceeds 10% Indian Railways shall have the right to cancel the AMC and forfeit Security Deposit.

18.5.3 Delay, due to inability to attend the crane due to Force Majeure conditions / where the cranes could not be spared for maintenance works due to production requirements, will not be considered for calculating the downtime.

18.5.4 Total downtime in hours during the normal factory working hours for any given month will be treated as non-availability of crane for ICF for that month.

18.6 Percentage Availability will be calculated on a monthly basis as:

\[
\text{Percentage availability} = \left\{ \frac{(\text{Total normal working hours for the month} - \text{Number of hours Crane was not available for Production during the normal working hours of that month})}{\text{Total normal working hours in the month}} \right\} \times 100\% \\
\text{(For calculation of percentage decimal value less than 0.5 will be rounded off to the next lower integer and decimal value higher than 0.5 will be rounded off to next higher integer)}
\]

18.7 In case the equipment could not be rectified / replaced by the contractor within 5 days, ICF reserves the right to get the equipment repaired/replaced from other agency at the risk and cost of the contractor. The contractor will have to bear expenses incurred by the Railways on this account. However in rare cases, at the sole discretion of ICF, this time limit can be relaxed.

19 COMPETITION REPORT:

19.5 On completion of the work at the end of every quarter, you shall submit a completion certificate to “the engineer in charge” countersigned by the three section-in-charges viz. Senior Section Engineers of (1) Mechanical Maintenance Department (2) Electrical maintenance Department and (3) Cranes incharge.
19.6 Payment for the work shall be made based on this certification issued by engineer in charge.

20  FINANCIAL TERMS AND CONDITIONS

20.5 No advance payment shall be paid to the contractor.

20.6 Payment at the end of every quarter will be arranged within one month from the end of that quarter, based on the completion report and conditions referred vide clause no.19 above. Penalties imposed during a quarter shall be deducted from the quarterly payment due to the contractor.

20.7 The rates of the contract shall remain constant throughout the currency of the contract and shall not be subject to any variation.

20.8 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.

20.9 Performance Guarantee shall be released after the physical completion of the work based on completion certificate issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily.

21  TAXES DUTIES AND SURCHARGES:

21.5 All taxes and surcharges will be applicable for this contract as per the applicable rules and regulations prevailing at the time of making the payment.

21.6 Income tax will be deducted at source at appropriate rates.

21.7 Service tax is applicable as per extent rules. The firm shall produce current valid registration certificate of the said firm in proof for claiming such service tax.

22  EARNEST MONEY DEPOSIT (EMD):

22.5 A sum of ₹ 50,640/- (Rupees Fifty Thousand Six Hundred and Forty Only) towards EMD to be deposited in cash with Assistant Chief Cashier of ICF or in the form of Demand Draft or Fixed Deposit Receipts or pay orders drawn in favour of Financial Adviser and Chief Accounts Officer, ICF.

22.6 The above forms of EMD could be either of the State Bank of India or any of the nationalized banks. Deposit receipts executed by the Scheduled Banks (other than the state Bank of India and the nationalized banks) approved by the Reserve Bank of India shall also be accepted.

22.7 Any other form of EMD viz., Cheques or Bank Guarantees will be summarily rejected along with the tender. Tender without requisite EMD will be summarily
23 SECURITY DEPOSIT:

23.5 The Security Deposit amount will be 5% of the total contract value. The rate of recovery shall be at the rate of 10% of the bill amount till the full security deposit is recovered. Security deposit will be recovered only from the running bills of the contract and no other mode of collecting SD such as BG, FD etc shall be accepted towards SD.

23.6 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.

24 PERFORMANCE GUARANTEE:

24.5 The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (Thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and up to 60 (sixty) 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.

24.6 The successful bidder shall submit a Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:

- 24.6.2 A deposit or cash;
- 24.6.3 Irrevocable bank guarantee;
- 24.6.4 Government securities including State Loan Bonds at 5% below the market value;
- 24.6.5 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;
- 24.6.6 Guarantee Bonds executed or deposit receipts tendered by all scheduled banks;
- 24.6.7 A Deposit in the Post Office Savings Bank;
- 24.6.8 A Deposit in the National Savings Certificates;
- 24.6.9 Twelve year National Defence Certificates;
- 24.6.10 Ten Year Defence Deposits;
- 24.6.11 National Defence Bonds; and
- 24.6.12 Unit Trust Certificates at 5 percent below market value or at the face value whichever is less.
- 24.6.13 Also, FDR in favour of FA&CAO/ICF (free from any encumbrance) may be accepted.
NOTE: The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

24.7 Performance Guarantee should be submitted by the successful bidder after the Letter Of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of the work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

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

24.9 Performance Guarantee shall be released after physical completion of the work based on completion certificate issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however be released only after expiry of the maintenance period and after passing the final bill based on “No Claim Certificate” from the contractor.

24.10 Whenever the contracts are rescinded, the security deposit will be forfeited and the performance guarantee will 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.

24.11 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:

24.11.2 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.

24.11.3 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 notice to this effect by Engineer.

24.11.4 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 President of India.
25 VARIATION IN QUANTITIES:

25.5 The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

25.6 Individual NS items in contract shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.

25.7 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 may be operated in excess of 125% of the agreement quantity subject to the following conditions:

25.8 Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of rank not less than S.A. Grade.

25.8.2 Quantities operated in excess of 125% but up to 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.

25.8.3 Quantities operated in excess of 140% but up to 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.

25.8.4 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.

25.9 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.

25.10 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 the prior personal concurrence of FA&CAO / FA&CAO(C) and approval of General Manager.

25.11 In cases where decrease is involved during execution of contract:

25.11.2 The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.

25.11.3 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.
25.11.4 It should be certified that the work proposed to be reduced will not be required in the same work.

25.12 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.

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

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

25.15 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.

25.16 For tenders accepted by General Manager, variations up to 125 % of the original agreement value may be accepted by General Manager.

25.17 For tenders accepted by Board Members and Railway Ministers, variation up to 110 % of the original agreement value may be accepted by General Manager.

25.18 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.

26 VITIATION CLAUSE

26.5 In case of vitiation arising due to variation upto 25% in quantities with respect to the rates of the first three valid contractors, the same will be to the contractor’s account.

27 WORK PERMIT AND SAFETY

27.5 Once the Letter of Acceptance is issued to the contractor, the contractor shall apply in a prescribed format to obtain proper work permit for the period of contract for their labourers from CSC/ICF.

27.6 Following conditions are to be complied by the contractor to obtain the work permit.

27.7 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 near the area of work.
27.8 If total staff engaged on any day of the contract period is 20 or more, contractor has to register with Central Labour Commissioner Chennai and obtain license from them.

27.9 Staff working under the control of contractor and employed in ICF are to be insured during the work period as per Workmen Compensation Act.

27.10 The hand operated electrical tools are to be properly earthed and should not have any livewire.

27.11 Only three way plug supply shall be used for connecting the electrical appliances.

27.12 Suitable platform ladders are to be used while performing work at height.

27.13 All instrument used for the work is to be complied with IE rules.

27.14 The instruments are used to be conformed to IS standard.

27.15 Staff deputed for work by contractor should wear the personal protective equipment as per working condition to avoid accident.


27.17 The terms and conditions as laid down by the Tamil Nadu Pollution Control Board are to be strictly followed.

27.18 Suitable ladder/scaffolding is to be used for climb up.

27.19 Adequate lighting at work place.

27.20 Contractor should follow the terms and conditions/instructions of ICF issued from time to time after awarding of contract.

27.21 Workman Compensation Insurance is to be taken for the Staff deputed by the contractor for the subject work.

27.22 Only 24 Volt supply equipment are recommended to use wherever necessary.

27.23 Activities other than the specified activities as per the contract clauses, which are assigned to contractor are not permitted at ICF premises.

27.24 Ensure that the Suitable guards are provided to the hand operating machine.

27.25 First aid box with adequate medicine are to be provided in the work area.

27.26 Adequate first aid trained personnel are to be available at work place.

27.27 Protection of staff to be ensured from dust, which is being generated by contractor’s activities.
27.28 In case of any accident to the contractor’s staff the contractor should inform to the CSO/Shell in form-18 (Factory Act) within one hour.

27.29 Suitable lifting machineries and tackles are to be used to handle the materials.

27.30 Any loss incurred to ICF because of contractor’s activities shall be charged on contractor’s account.

27.31 ICF owes no responsibility to the equipment & materials of contractors stored at ICF premises.

27.32 Disobeying and not following of the conditions / precautions / procedures shall be penalized or stopping of the work are empowered by the Factory manager and Occupier.

27.33 For fatal accidents occurred to contractor’s staff inside Shell factory, necessary compensation to the relatives of the staff and legal expenditure cost shall be borne on respective contractor alone.

27.34 Before start of work, proper shut down (if necessary) is to be undertaken for safety of contractor’s staff from electrical department of ICF.

27.35 On every day during the currency of contract the contractor / or his supervisor shall report to engineer in charge of the work and also shall obtain clearance from Electrical & Engineering Department (if necessary). At the end of the day, the contractor or his supervisor shall submit a brief report on the day’s work to the respective engineer in charge and other SSE’s in charge of the Electrical & Engineering Department.

27.36 Off cuts and wastes scrap generated during the course of contract work must be suitably disposed to the designated dumpsites as directed by the engineer in charge.

27.37 The renewal of permit will be issued only on the basis of performance of compliance of the said rules, regulations, conditions and safety norms.

27.38 Further the contractor is requested to give an undertaking that all the safety norms mentioned above will be followed by the supervisors and staff of their firm while working inside ICF.

27.39 The contractor shall be responsible to take necessary precautionary measures in order to ensure the safety against injury etc., of his personal when working at the railway premises and should confirm to the rules and regulations of the railway.

28 INDEMNITY

28.5 The contractor should ensure that, there is no unauthorised, careless or inadvertent operation of the vehicle and equipment, which may result in accident to his staff or ICF personnel. The contractor shall indemnify and keep ICF
administration indemnified and harmless against all actions, suits, claims, demands, charges or expenses arising in connection with any accident, death or injury sustained by any person/persons within the Railway premises due to the act or omissions of contract irrespective of whether such liability arises under the workmen's compensation act or the fatal accident act or any other statute in force from time to time.

29 ARBITRATION:

29.5 In the event of any dispute or difference arising in connection with this contract, the same shall be referred to the sole arbitration of any arbitrator to be appointed by the General Manager/Integral Coach Factory. The award of the sole Arbitrator is final and binding on both the parties to the contract. The jurisdiction of the agreement will be in Chennai.

30 GENERAL TERMS & CONDITIONS:

30.5 This special condition of contract shall be read in conjunction with General Conditions of Contract and specifications of Indian Railways as amended from time to time.

30.6 The contractor shall be required to execute an agreement with the President of India acting through the Senior Mechanical Engineer/Machinery & Plant for carrying out the work according to General Conditions of Contract and specifications of Indian Railways.

30.7 If there is any variation between description in the tender schedules and actual site work, Dy.CME/Plant will review and authorize correct description in writing and his decision is final and binding on the contractor.

30.8 The unit rates quoted in item wise break-up estimate shall be unaltered and there shall not be any variation of the rates during the currency of the contract.

30.9 The Contractor may inspect the site on any working day between 8.00 Hrs. to 16.30 Hrs. from Monday to Friday before submission of quotation and contact the undersigned for any technical clarifications.

30.10 No freight charge is admissible.

31 LAST DATE FOR SUBMISSION OF TENDER:

31.5 The Contractor may send the quotation to reach the undersigned on or before 14.30 Hrs. on 27.01.2012 or deposit the quotation on or before 14.30 Hrs on the same day in the Tender box provided in the office of the Deputy Chief Mechanical Engineer/Plant/Shell/ICF. The Tender will be opened on the same day at 15.00 Hrs. Late quotations will not be accepted. The quotations should be sealed and the cover to be super scribed as"Maintenance of EOT Cranes of B Shed through Annual Maintenance Contract” duly specifying the Tender Number “M/M&P/WC/04/05/40/Cranes/AMC” to be opened on 27.01.2012
SIGNATURE OF THE CONTRACTOR

SENIOR MECHANICAL ENGINEER/
MACHINERY AND PLANT
SIGNED FOR AND ON BEHALF OF
PRESIDENT OF INDIA
Offer Format

Sub: Maintenance of EOT Cranes of B Shed through Annual Maintenance Contract.

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<th>Value per year in Rs.</th>
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<td>Service Tax if any</td>
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<td>Total charges for Annual Maintenance contract for 17 EOT Cranes in “B” Shed for a period of one year including service tax</td>
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<td>Validity of Offer</td>
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<td>9</td>
<td>Agreeing to ICF's terms and Conditions</td>
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REGULATIONS FOR TENDERS AND CONTRACTS AND CONDITIONS OF TENDER
(For the guidance of contractors for Mechanical Engineering Works.)

MEANING OF TERMS.

1. Definitions:

1.1. 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:-

1.1.1. "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.

1.1.2. "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.

1.1.3. "Chief Mechanical Engineer" shall mean the Officer in charge of the Mechanical Engineering Department of the Integral Coach Factory.

1.1.4. "Engineer" shall mean Senior Mechanical Engineer, Assistant Mechanical Engineer in executive charge of the works and shall include the superior officers of the Mechanical Engineering Department of the Integral Coach Factory, (i.e.) Deputy Chief Mechanical Engineer/Chief Workshop Engineer/Chief Mechanical Engineer and shall mean and include the Engineers of the successor Railway.

1.1.5. "Successor Railway" shall mean and include such other Railway to which for Administrative or other reasons this contract may during its pendency be transferred.

1.1.6. "Contractor" shall mean the person, the firm or company who tenders for the works with a view to execute the works on the contract with the Railway and shall include their personal representatives, successors and permitted assigns.

1.1.7. "Limited Tenders" shall mean Tenders invited from all or some contractors on the approved list of contractors with Railway.

1.1.8. "Open Tenders" shall mean Tenders invited in open and public manner and with adequate notice.

1.1.9. "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.
1.1.10. "Specifications" shall mean specifications for materials and works, current on the Integral Coach Factory or as amplified, added to or superseded by special specifications if any appended to the Tender forms.

1.1.11. "Drawings" shall mean the drawings, plans and tracing or prints there of annexed to the Tender Forms.

1.1.12. "General Conditions of Contract" shall mean the General Conditions of contract for works in the Integral Coach Factory Mechanical Engineering Department, issued under the authority of the Chief Mechanical Engineer.

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

2. REGULATIONS FOR TENDERS AND CONTRACTS

2.1. Regulations for Tenders and Contracts subject to Modifications: These regulations for tenders and contracts shall be read in conjunction with General Conditions of the Contract and shall be subject to modifications, additions or super session by special conditions of contract and/or special specifications, if any, annexed to the Tender forms.

2.2. Issue of Tender Forms: Tender forms shall be issued to the contractors on payment of the prescribed fees. At the time of submission of Tender, the Contractor shall submit evidence regarding their financial status, previous experience and ability to execute the works and authorized copy of the Income Tax Clearance Certificate without which their Tenders shall not be considered.

2.3. Tender forms not transferable: The transfer of Tender forms purchased by one Contractor to another Contractor is not permissible.

2.4. Use of official Tender Form: No Tender shall be considered which is not submitted in the official tender form attached here to along with the tender documents issued to the contractor.

2.5. Omissions and discrepancies: Should a contractor find discrepancies in or omissions from the drawings or any of the tender forms or should be he in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all contractors. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful contractor 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.

2.6. Prohibition of separate communication: No separate communication bearing on the tender shall be addressed by the contractor to the General
Manager, Integral Coach Factory, Madras 600 038 or any other persons, but all explanatory qualifying remarks which the contractor may desire to make must be recorded on page and hereof or submitted in a covering letter along with the tender.

2.7. Signature of Contractors on Tender: The contractor 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.

2.8. Amount and Method of deposit of Earnest Money: The tender should be accompanied by a cash receipt for a sum as mentioned in Special Conditions of Contract as Earnest Money deposited in cash with Assistant Chief Cashier of the Integral Coach Factory or in the form of Deposit receipts, Pay order, Demand Drafts, in favour of Financial Advisor and Chief Accounts Officer, Integral Coach Factory, provided-The contractor shall hold the offer open for a period of 120 days from the date of fixed for opening the same, it being understood that the Tender documents have been sold/issued to the Contractor and the contractor is been permitted to tender in consideration of stipulation on his part that after submission his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the ENGINEER of the Integral Coach factory. Should the contractor withdraw his offer within validity date of the offer or fails to undertake the contract after acceptance of his tender the full earnest money should be forfeited.

2.9. The Earnest Money of the uncontractors shall, save as, herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

2.10. Tender unaccompanied by the requisite Earnest Money in the prescribed form under no circumstances will be entertained and will be summarily rejected.

2.11. Security Deposit and Performance Guarantee bond: Please refer relevant para of the special condition of contract.

3. Care in submission of Tenders:

3.1. Before submitting a tender, The Contractor 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 for the completion of works to the entire satisfaction of the Engineer.

3.2. When work is tendered for by a firm or Company of Contractors, the tender shall be signed by the individual legally authorised to enter into commitments on their behalf. The Railway will not be bound by any power of attorney granted by the contractor 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.

3.3. Opening of Tenders: 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.

4. Right of Railway to deal with Tenders:

4.1. The Railway reserves the right of not to invite tenders for any work or works or 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.

4.2. Ordinarily the lowest tender may be accepted by ICF/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 contractor.

5. EXECUTION OF CONTRACT DOCUMENTS:

5.1. Execution of contract Documents: The contractor whose tender is accepted shall be required to appeared at the Office of the General Manager, Chief Mechanical Engineer, Chief Workshop Engineer, Deputy Chief Mechanical Engineer, Senior Mechanical Engineer as the case may be in person or if a firm or a corporation, a duly authorised representative shall so appear and to execute the contract documents within prescribed time after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the Earnest Money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies. In the event of any contractor whose tender is accepted shall refuse to execute the contract documents as herein before provided, the ICF/Railway may determine that such contractor has abandoned the contract and thereupon his tender and the acceptance thereof shall be treated as cancelled and the ICF/Railway shall be entitled to forfeit the full amount of Earnest Money and to recover the liquidated damages for such default.

6. CONDITIONS OF TENDER

6.1. Tender / Drawings: The drawings for the works and relevant specifications can be seen in the Office of Deputy Chief Mechanical Engineer/Plant, Integral Coach Factory, Chennai 600 038 at any time during office hours.

6.2. Filling up of Schedule of Rates: The contractor/contractors 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 contractor/contractors 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.

6.3. Erasure and alterations: Tenders containing erasures and alterations of the tender documents are liable to be rejected any corrections made by the contractors in his/ her entries must be attested him/them.

6.4. Completion Time: The works are required to be completed within a period as mentioned in the Special Conditions of Contract from the date of award of contract.

6.5. Right of Railway to reject tender: It shall not be obligatory on the Railway to accept the lowest tender and no tender/ contractors shall demand any explanation for the cause of rejection of his/their tender.

6.6. Furnishing wrong information: If the contractor/contractors deliberately gives/ give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.

6.7. If a contractor 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.

6.8. Income Tax Clearance Certificate: The contractor/contractors is /are required to produce along with his/their tender an authorised copy 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 contractor’s previous experience and financial status should be produced when desired by the Railway.

6.9. List of Credentials in support of the contractor’s successful and timely completion of similar works shall be submitted without fail.

7. The contractor/contractor shall ensure all safety measures.

8. No freight is admissible.

9. The contractor/ contractor shall be responsible to take necessary precautionary measures in order to ensure the safety against injury etc. of his personnel when working in the Railway premises and should confirm to the Rules and Regulations of the Railway.

10. If there is any variation between description in the Tender Schedules and actual site work, Engineer will review and authorise correct description in working and his decision is final and binding on the contractor.
11. The contractor should ensure that no unauthorised careless or inadvertent operation shall be carried out in Railway premises when which may result in damage of Railway property.

12. The successful Contractor/Contractor shall indemnify ICF against accidents, suits, claims, demands, cost charges, expenses arising in connection with any accidents causing injury or death to person/persons within ICF premises or damage sustained due to act of omissions of the contract and this is liable under Workmen Compensation Act or any other statute in force from time to time.

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

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

15. The contractor/contractors shall be required to execute an Agreement in the form annexed hereto (Page ), duly stamped with the President of India acting through the Engineer, Integral Coach Factory, Chennai 600 038 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.

16. The contractor shall keep the offer open for a minimum period of 120 days from the date of opening of the tender, within which period the contractor 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 contractor liable for forfeiture of his "Earnest Money".

17. Should a contractor 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 Mechanical Department of any of the Railways owned and administered by the President of India for the time being, or should a contractor being partnership firm have as one of its partners a retired engineer or a retired gazetted office as aforesaid, or should a contractor being an incorporated company have any such retired engineer or retired officer as one of its directors, or should a contractor 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 contractor or the engineer or the officer as the case may be from the President of India or any officer duly authorised 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 contractor, as the case may be shall be rejected.

18. Should a contractor or contractor being an individual on the list of approved Contractors, have a relative employed in gazetted capacity in the Integral Coach Factory Chennai 600 038, or in the case of a Partnership firm or Company incorporated under the Indian 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 600 038, 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.

19. In the event of any dispute or difference arising in connection with contract after finalization the same shall be referred to the sole arbitration of any arbitrator to be appointed by the General Manager/Integral Coach Factory, the award of the arbitrator shall be final and binding on the parties to the contract.

20. Tenders must be enclosed in sealed covers, must be sent by registered post to address of Deputy Chief Mechanical Engineer/Plant, Integral Coach Factory, Chennai 600 038, so as to reach this office, or drop in a Special Box exclusively kept for the said purpose in Deputy Chief Mechanical Engineer/Plant’s office as mentioned in the Special Conditions of Contract.

21. The contractor shall comply with the provisions of the Factories Act, 1948 or the modifications thereof or any other laws relating thereto and rules made there under from time to time.
**CHECK LIST FOR SUBMITTING QUOTATION**

Please check whether all of the following aspects are covered in your quotation.

1. Your offer in line with Para-wise Special Conditions of Contract. 
2. Submission of Offer (Annexure –A).
3. Submission of EMD.
4. Submission of List of credentials.
5. Acceptance for Payment Terms and Income Tax deduction as applicable.
6. Completion period of work as per Tender.
7. Signature of Contractor in all pages in tender documents i.e. special condition of the contract, Offer format Annexure A, Regulation for tenders/contracts and conditions of Tender, check list, Safety, Health and Environmental instructions and submission of the same.
8. Furnishing of Service Tax number, Area Code, and Assessing Office address.
9. Validity of offer for 120 days from the date of opening of the tender.
10. This check list with tick mark ( √ ) as a proof of coverage of all aspects in the quotation shall be submitted.
1. SAFETY & HEALTH


1.2 Adequate and appropriate tools shall be issued.

1.3 All instrument used for the work is to be complied with Indian Electricity rules.

1.4 The instruments are used to be conformed to Indian Standards.

1.5 Staffs under your control should wear the personal protective equipment as per working condition to prevent injuries.

1.6 Suitable ladders/scaffoldings are to be used for climb up and working at height.

1.7 Ensure adequate lighting at work place.

1.8 Contractor should follow the terms and conditions/instructions of ICF from time to time.

1.9 Activities other than the specified activities as per the contract clauses, which are assigned to you, are not permitted at our premises.

1.10 Ensure the Suitable guards are provided to the hand operating machine.

1.11 Suitable lifting machineries and tackles are to be used to handle the materials.

1.12 Any loss incurred to ICF because of your activities shall be charged on your account.

1.13 The equipment & materials stored at our premises are on your own risk.

1.14 Before start of work, proper shut down (if necessary) is to be undertaken for safety.

1.15 Before start of any work, appropriate Work Permits shall be obtained.

1.16 Off cuts and wastes generated during the course of your work, must be suitably disposed identified areas.

1.17 The renewal of permit will be issued only on the basis of performance of compliance of the said rules, regulations, conditions and safety norms.

1.18 The contractor shall engage qualified supervisors at the work site whenever men are engaged for work.

1.19 First aid box with adequate medicine are to be provided in the work area.

1.20 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.
1.21 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.

1.22 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.

1.23 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.

1.24 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.

1.25 Staffs under your control are to be insured during the work period.

1.26 Registers in Form XIII, XVI, XIX, and XVII as per contract labour act shall be maintained.

1.27 Employment card in Form XIV should be issued to all work men by the contractor.

1.28 The payment of wages shall be made as per Minimum wages Act, and shall be witnessed by ICF nominated Supervisors.

1.29 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.

2. ENVIRONMENT

2.1 ICF is an ISO 14001/2004 certified Factory. All activities shall be carried out as per the Environment Protection Act & Rules.

2.2 Handling, storage & use of any chemicals and Hazardous 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.

2.3 Spillage of Hazardous materials, chemicals and oil shall be strictly avoided; in case of any leakage /spillage, it should be cleaned immediately.

2.4 Any waste materials should not be burnt inside the Factory.

2.5 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)
Firefighting Contractor: 9841098419, 9841269727 (cell)
3. PENALTY

3.1 In case any Unsafe conditions noticed that could have led to grievous injury to the contract labour, a minimum penalty of ₹ 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.

3.2 Recurrence on third occasion for the same contract would result in penalty of ₹ 50,000/- (Fifty thousands) and termination of contract.

4. DECLARATION BY CONTRACTOR:

4.1 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)