CHECK LIST FOR THE TENDERER

[Tenderer are requested to attach all the papers with the schedule in the following order]

Name of work: Provision of safety grill gate for Main entrance door, rear door, staircase door and balcony for left out quarters at ICF East colony.

Name and Address of the Tenderer / Contractor

**EMD**

EMD should be in cash or Banker's Cheques / Demand Drafts in favour of **FA & CAO / ICF / Chennai 38** executed by State Bank of India or any of the Nationalised Banks or by a Scheduled Bank. (EMD in the form of BG/FDR will not be entertained)

DD No. ..................
Dated. ..................
For Rs. ..................

Drawn on .................... Bank
.............................. Branch
In favour of **FA & CAO/ICF/Chennai 38**

**Document Charge**

(Applicable only if Document Downloaded)

Document Charge should be in the form of DD or pay orders executed by State Bank of India or any of the Nationalised Banks or by a Scheduled Bank in favour of **FA & CAO / ICF / Chennai 38**

DD No. ..................
Dated. ..................
For Rs. ..................

Drawn on .................... Bank
.............................. Branch
In favour of **FA & CAO/ICF/Chennai 38**

Supportive documents for fulfilling eligibility criteria, to be submitted by all tenderers:

1. Performance certificate
2. Turnover
3. (a) List of personnel / organization
   (b) List of Plant & Machinery
   (c) List of completed works
   (d) List of Works on hand

Note -

1. In case of items (c) and (d) above, supportive documents/certificates from the Organisations with whom they worked/ are working will be enclosed

2. Certificates from private individuals for whom such works are executed/ being executed will not be accepted

4. **TIN NO. & PAN No. (Mandatory)**

5. **For new entrant in ICF** – Documents of tender schedule are required to be submitted in addition to the above to establish his / their position as an independent contractor, financial position, previous experience etc

6. **NEFT Code number regarding – mandatory – placed at the end of the document.**

7. **Contact No.**
   Mobile & Land line

Signature of the Tenderer / Contractor
Date
Address
Submission of documents related to Sole Proprietorship Firm / Constitution of Firm by the Partnership Firm / Society / Companies etc., in tendering process

(Railway Board’s letter No. 2013/CE-I/CT/O/33/SI (FTS-89623) Dt. 11.10.2014)

(i) The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership Firm / Joint Venture (JV) / Society etc. The tenderer(s) who is/are constituents of Firm, Company, Association or Society shall enclose self-attested copies of the constitution of their concern, partnership Deed and power of Attorney along with their tender. Tender Documents in such cases shall to be signed by such persons as may be legally competent to sign them on behalf of the Firm, Company, Association or Society, as the case may be.

(ii) The tenderer shall give full details of the constitution of the Firm / JV/ Company / Society etc. and shall also submit following documents (as applicable) in addition to documents mentioned above:

(a) **Sole proprietorship Firm:** The tenderer shall submit the notarized copy of the affidavit.

(b) **Partnership Firm:** The tenderer shall submit self-attested copies of (i) registered / notarized partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s) authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the agreement, witness measurements, sign measurement Books, receive payment, make correspondences, compromise / settle / relinquish any claim(s) preferred by the firm, sign ‘No claim certificate’, refer all or any dispute to arbitration and to take similar action in respect of all tenders / contracts OR said tender / contract.

(c) **Joint Venture (JV):** The tenderer shall submit documents as mentioned in clause 65 to GCC.

(d) **Company registered under companies Act – 1956:** The tenderer shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the company: and (ii) Power of Attorney duly registered / notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the tender on behalf of the company.
(e) **Society**: The tenderer shall submit (i) self-attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) power of Attorney in favour of the tender signatory.

(iii) If it is mentioned in the tender that it is being submitted on behalf of / by a sole proprietorship Firm / Partnership Firm / Joint Venture / Registered Company etc., but above mentioned document/s (as applicable) are not enclosed alongwith tender, the tender shall be summarily rejected.

If it is NOT mentioned in the tender that it is being submitted on behalf of / by a Sole Proprietorship Firm / Partnership Firm / Joint Venture / Registered Company etc, then the tender shall be treated as having been submitted by the individual who has signed the tender.

After opening of the tender, any document pertaining to the constitution of the Firm / JV / Society etc. shall neither be asked nor be entertained / considered.

(iv) A tender from JV / Consortium / Partnership Firm etc. shall be considered only where permissible as per the tender conditions.

(v) 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 submission of tender. 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.
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 laser printer 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 Office specified in the tender document before the date and time stipulated in the tender document.

3. The cost of tender document will have to be deposited by the tenderer in the form of bank draft payable in favour of Accounts Officer concern specified in the tender document along with the tender. 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. Tenderers are advised to download tender documents well in advance and submit the tender before the stipulated time. It is the responsibility of the Tenderer to check any correction or any modifications published subsequently in Web site and the same shall taken into account while submitting the tender. Tenderer shall download corrigendum (if any), print it 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 ballpoint 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 concern office inviting tender. After award of work an 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.

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.indianrailways.gov.in](http://www.icf.indianrailways.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 hereby declare that all the details as required to be furnished from our side to the Railways, while accessing / downloading the tender document from website have been furnished fully and correctly.

c) I / We submitting a Demand Draft/Pay order No. ___________________ dated __________ issued by ____________________ for Rs.__________ towards the cost of tender form.

Signature of the Tenderer / Contractor

Date

Address
INTEGRAL COACH FACTORY

TENDER DOWNLOADED FROM INTERNET

Name of work: Provision of safety grill gate for Main entrance door, rear door, staircase door and balcony for left out quarters at ICF East colony.

TENDER No.EW/799

DUE ON: UPTO 14.30 HOURS ON: 20.01.2016

TO

THE CHIEF ENGINEER.

INTEGRAL COACH FACTORY,
CHENNAI – 600 038.

FROM

Note:
This page is to be pasted on the top of the sealed cover, used for submitting the tender, without which tenders will not be opened.
INTRODUCTION

The work under this tender shall be governed by the ‘Southern Railway Unified Standard Schedule of Rates 2011’ corrected up to date, “Indian Railway Standard Specification for materials and works 2010 (Vol. I & II)” issued under the authority of Railway Board of the Engg. Dept up to correction slip as on date, IRS Specifications and approved specifications to the relevant IS codes wherever IRS specification are not available. “The regulations for tenders and contracts”, “Special Conditions of Contract”, “Tender Agreement form”, “General Conditions of Contract, July-2014 corrected up to date of submission of tender”, “The Contract Labour(Regulation & Abolition) Act 1970” and “Central Rules, 1971”, as amended from time to time and specific drawings issued for the purpose of this work govern this contract.

The Special Conditions supplement the General Conditions of Contract and Special conditions of contract applicable to all tenders, available at this office and website (www.icf.indianrailways.gov.in) as amended and/or corrected up to date.

1.0 Schedule of work

1.1. Items in Schedule “A” are based on Southern Railway Unified Standard Schedule of Rates 2011 for Chennai Division which does not include the supply of cement and reinforcement except some items wherever mentioned. For this work it is proposed that cement and reinforcement steel will not be supplied by railway and the same has to be procured and supplied by the contractor which will be paid separately by Railway under relevant items of Schedule “A1 & A2” respectively.

1.2. Similarly Schedule “B” provides for the items which are not covered by Southern Railway Unified Standard Schedule of Rates 2011.

1.3. The tenderer shall quote his rate `at par’ or a collective percentage “Above” or “Below” the total value of each schedule (ie., A, A1, A2 & B separately).

1.4. If any other items of work covered by Southern Railway Unified Standard Schedule of Rates 2011 and not covered by Sch. ‘A’ but are incidental to the work are required to be carried out during the actual execution of work, the same will have to be carried out at the same percentage as accepted for sch. A of this tender.

1.5. Necessary test certificates will have to be produced by the Tenderer/Contractor regarding the quality of cement and reinforcement steel which shall conform to the specification indicated above.
1.6. The scope of work mentioned above is indicative and for general guidance only. Actual scope of work may vary as per Railway’s requirement and site conditions.

1.7. For further details about scope of work, the tenderers may contact Chief Engineer Office/ICF.

1.8. The Item of works and quantities given in schedule are only approximate and the Railway accepts no responsibility for their accuracy. It is the responsibility of the tenderer to work out and check the items and quantities correctly according to the type plans & site conditions. Any errors discovered in the items / quantities in these Schedules shall not entitle the contractor for any claims later on.

1.9. If there is any variation between the description in the tender and the detailed plans, the Engineer-in-charge will operate the correct description and his decision is final and binding on the Tenderer / Contractor.

(2.0) Annexure `A': Provides for the list of plans.

3.0 COMPLETION PERIOD : The entire work shall be completed in all respect within **06 (six) MONTHS** from the date of issue of letter of acceptance of this tender.

SIGNATURE OF TENDERER/CONTRACTOR

www.icf.indianrailways.gov.in
INTEGRAL COACH FACTORY

Tender Notice No. EW/799 of dated 20.01.2016

Chief Engineer, Integral Coach Factory, Chennai-600038 for and on behalf of the President of India invites sealed tenders for the undermentioned works:

Last date for issue of tender form: 20.01.2016
Date of tender opening: 20.01.2016

Cost of tender forms

1) For works costing upto 5 lakhs ₹ 1,000/-
2) For works costing above 5 lakhs and up to 20 lakhs ₹ 2,000/-
3) For works costing above 20 lakhs and up to 50 lakhs ₹ 3,000/-
4) For works costing above 50 lakhs and up to 2 crores ₹ 5,000/-
5) For works costing above 2 crores and up to 50 crores ₹ 10,000/-
6) For works costing above 50 crores ₹ 25,000/-

1. The tender should be in the prescribed form obtainable from the office of the Chief Engineer, Integral Coach Factory, Chennai, the cost of the Tender form is ₹2,000/-. The cost of the tender form is to be paid to the Assistant Chief Cashier, Integral Coach Factory, Chennai-600038 and the same will be issued on production of the cash receipt for the said amount. The tender documents can also be downloaded from www.icf.indianrailways.gov.in and the tender can be submitted along with separate demand draft /pay order towards cost of the tender form, drawn in favour of ‘FA&CAO / ICF,Chennai-38’. In no circumstances will the amount paid for the tender form be refunded. If tender form is required by post, the postage of Rs.500/- extra (non-refundable) and If any plan / drawing is attached with tender form, Rs. 200/- per plan / drawing extra (not refundable) to be paid.

2. The tender form is not transferable.

3. The tender form will not be issued after 11.00 hrs on 20.01.2016.
4. The tender shall be accompanied by cash receipt issued by ACC/ICF for deposit made in cash or pay orders or Demand drafts for the full earnest money mentioned above.

(a) The tenderer shall hold the offer open for a period of ninety days from the date fixed for opening the same it being understood that the tender documents have been sold/issu ed to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Engineer, Integral Coach Factory, Chennai-600038. Should the Tenderer fail to observe or comply with the foregoing stipulation, the full earnest money deposit shall be forfeited to the Railway.

(b) Tender unaccompanied by requisite earnest money deposit will be summarily rejected.

NOTE:

(i) Demand drafts/Banker’s Cheques from nationalized Banks (Or) Schedule banks submitted by the tenderer, should be drawn in favour of Financial Advisor & Chief Accounts Officer, Integral Coach Factory, Chennai-600038.

(ii) Cheque, Guarantee Bonds, War Bonds and Government Securities (Stock Certificates, Bearer Bonds, Promissory Notes, Cash Certificates) will not be accepted towards earnest money.

(iii) It should please be noted that tenders without earnest money deposit will not be considered and will be summarily rejected.

5. The earnest money in cash will be accepted by the Assistant Chief Cashier, Shell division, Integral Coach Factory, Chennai-600038 upto 12.00 hrs on any working day prior to date of opening of the tender. The official receipt thereof should accompany the tender without fail.

6. Tenders must be enclosed in sealed covers, superscribed tender for “Provision of safety grill gate for Main entrance door, rear door, staircase door and balcony for left out quarters at ICF East colony” and must be sent by registered post to address of CHIEF ENGINEER, Integral Coach Factory, Chennai 600038, so as to reach this office not later than 14.30 Hours, on 20.01.2016 or to be deposited in the special box allotted for the purpose in the above office on or before 14.30 Hours on 20.01.2016. The tenders will be opened on the same day at 15.00 hours in the office of the CHIEF ENGINEER, Integral Coach Factory, Chennai - 600038.

7. The tenderer should sign in all the pages of tender documents.
8. Eligibility criteria and Credential:
(Board's letter No. 94/CE-1/CT/4 dt.17.10.2002,21.06.2006 & 23.11.2006)

8.1. The tenderers are required to satisfy the **minimum following eligibility criteria for all works costing more than 50 lakhs:**

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Clause</th>
<th>Description</th>
<th>Criteria</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Experience</td>
<td>Should have completed in the (#) last three financial years (i.e current year and three previous financial years)</td>
<td>At least one similar single work, for a minimum value of 35% of advertised value of work.</td>
</tr>
<tr>
<td>2</td>
<td>Turn over</td>
<td>Total contract amount received during the (#) last 3 financial years and in the current financial year.</td>
<td>Should be a minimum of 150% of advertised tender value. Tenderer should produce an attested certificate from the employer/client, audited balance sheet duly certified by the Chartered Accountant [and or attested certificates from the Central / State govt. / public sectors undertakings organization/department from where the tenderer received the payment for the work done.]</td>
</tr>
</tbody>
</table>


**Note:**

a. Work executed in own name only can be considered towards eligibility criteria.

b. The turn over in the own name company, in whose name the tender is offered, alone will be considered.

c. Consortium and firms and MOUs and sister concerns will not be considered towards eligibility criteria.

8.2 **Similar Single Nature of work means:- Not applicable**

8.3 With respect to Railways, the credentials/ experience certificate should have been issued by at least a JA Grade Officer. However, the credential/ experience certificate issued by Sr. Scale Officer in their capacity, as co-coordinating/in-charge officer of a unit will also be accepted. With respect to other Government Departments and (Public Sector Undertakings) PSUs, the certificate issued at the level of Executive Engineer and above can be taken as valid. Certificates issued by private individuals for the execution of the work will not be considered.

8.4 The tenderer shall note that Credentials/Experience certificate for the works executed by them as Sub-Contractor to Main Contractor of Govt.Dept/PSUs will not be considered and the Credential/Experience Certificate for the works executed by them directly for Govt.Dept/PSUs as Main Contractor will only considered.
8.5 Similar nature of work physically completed within the qualifying period, i.e. the last 3 financial years and current financial year (even though the work might have commenced before the qualifying period) shall only be considered towards experience.

8.6 The total value of single similar nature of work completed during the qualifying period and not the payments received within qualifying period alone shall be considered towards experience.

8.7 In case the single similar nature of work is physically completed but the final bill has not been passed, and final measurements have not been recorded, the paid amount including statutory deductions shall be considered. If final measurements have been recorded and works has been completed with negative variation, then also the paid amount including statutory deduction shall be considered. If final measurements have been recorded and works has been completed with positive variation but variation has not been sanctioned, original agreement value or the last sanctioned agreement value whichever is lower shall be considered.

8.8 In the case of composite works involving combination of different works, even separate completed works of required value shall be considered while evaluating the eligibility criteria. For example, in a tender for bridge works where similar nature of work has been defined as bridge works with pile foundation and PSC superstructure, a tenderer, who had completed one bridge work with pile foundation of value at least equal to 35% of tender value and also had completed one bridge work with PSC superstructure of value at least equal to 35% of tender value, shall be considered as having fulfilled the eligibility criterion of having completed single similar nature of work.

9.0 The offers of tenderers who are not satisfying the prescribed eligibility criteria will be rejected.

9.1 All documents to support fulfilment of eligibility criteria should be furnished along with the tender and should be available at the time of tender opening. Tenders not accompanied by documentary evidence in support of eligibility criteria will be rejected. No post tender communication, in any form will be made or entertained, after opening of tenders, in this regard.

9.2 For the purpose of single similar nature of work, the Experience Certificate should be attached to the tender document as per proforma given in Annexure II which can be filled up and signed by the tenderer, incase the format issued by the Executive is different. The certified copies of relevant Experience Certificate are also to be enclosed.

9.3 As regards, the contract amount, received during the last three financial years and in the current financial year, documentary evidence in the form of attested certificate from the employer/client, audited balance sheet duly certified by the Chartered Accountant etc., will be accepted.

9.4 Tender Committee may at their discretion call for the originals of the credentials for verification from the tenderers or any clarifications / confirmations on the contents of the documents submitted.
9.5 In case the Certificates/Documents produced are proved to be false / fabricated, the entire earnest money is liable to be forfeited in addition to banning their business with the organization for a specified period of not less than one year at the discretion of the Administration.

10. **Documents to be submitted along with the tender.**

   **a)** List of Personnel, Organisation available on hand and proposed to be engaged for the subject work.

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

   **c)** List of works completed in the last three financial years giving description of work, organization for whom executed, approximate value 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 should also be given.

   **d)** 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.

**Note:-**

   i. In case of items (c) and (d) above, supportive documents/certificates from the organisations with whom they worked/are working shall be enclosed.

   ii. Certificates from private individuals for whom such works are executed / being executed will not be accepted.

11.0 The tenderers are requested to submit the requisite EMD in favour of FA&CAO/ICF/Chennai-38 along with the tender documents failing which their offer will be summarily rejected.

12.0 **Submission of EMD amount in the form of Bank guarantee or FDR will not be entertained.**

13.0 For other details, terms and conditions, the tenderers are advised to refer to the tender documents.

14.0 **Price Variation Clause (PVC) shall be applicable only for contracts of value (Contract Agreement value) Rs. 50 lakh and more, irrespective of the contract completion period and not applicable to zonal contracts and Annual Maintenance Works. (AMC)**

15.0 The attention of Contractor is invited to understand the nature of work inside the factory premises that Factories Act is applicable for working inside the shell/Furnishing factory area. The permission of the RPF is required to enter inside the factory. Safety guidelines are to be followed scrupulously inside the factory premises as stipulated by the Chief Safety Officer and work permits are required to be obtained from the Chief Safety Officer before starting the work.

Signature of the Tenderer / Contractor
Date
Address
GUIDELINES TO TENDERERS

1. Tenderers shall hold the offer open for acceptance for a minimum period ninety days from the date of opening of the tender.

2. If the date of receipt and opening of tender is declared a holiday at a later date, the tenders will be opened on the next working day.

3. Tender form is not transferable and the amount once paid is non-refundable.

4. All tenders should necessarily furnish required earnest money deposit along with the tender in favour of Financial Advisor & Chief Accounts Officer, Integral Coach Factory, Chennai-600038 in the form of cash or pay orders or demand drafts.

Earnest money deposit in the form of cash will be accepted by the Assistant Chief Casher, Shell division, Integral Coach Factory, Chennai-600038.

5. FDR, Cheques, war bonds, Government securities and guarantee bonds will not be accepted towards EMD.

6. Failure to enclose the EMD exclusively for each work will result in offer becoming invalid.

7. Unreleased EMD if any, held with the Railway administration, shall not be adjusted towards the EMD of this work.

8. Discharged instruments towards EMD of other tenders will not be accepted towards the EMD of this work.

9. EMD of the tenderers will be forfeited, if any resile from their offers within the validity / extended validity period.

10. If the Tenderer/ Tenderers deliberately give/ gives wrong information in his/their tender or create/ creates circumstance for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage. In such case, the entire EMD with Railway will be forfeited. In addition, action will be taken to suspend the business with the tenderer for a period of one year at the discretion of the administration.

11. Tenderers must furnish details of all works on hand with them in Railways, other public sector undertakings and private sector undertakings in the proforma (Annexure-IV) while submitting their offers.

12. No responsibility will be accepted for delay, loss, damage, non receipt of late receipt towards dispatch / receipt of tenders by post in postal transit.

13. The tenders will be opened in the office of Chief Engineer/Integral Coach Factory, Chennai-600038 at date and time mentioned, in the presence of tenderers/their authorized representatives.
14. Tender documents duly completed in all respects shall be dropped in the tender box kept for the purpose before the date and time mentioned in the notice. If the tender booklets are sent by post, tenderers must ensure that the same should reach the office before the tender box is closed.

15. All terms and conditions in the tender documents are binding on the tenders.

16. Railways reserve the right to accept or reject any or all the tenders and to award the work in whole or in part without assigning any reasons for any such action.

17. The tenderers are advised to visit the site of work in their own interest and acquaint themselves with the site conditions and expected quantum of work.

18. The tender box is kept in the office of the Chief Engineer, Integral Coach Factory, Chennai-600038. The tenderers are advised to drop their documents in the relevant tender box before time on last date of receipt mentioned in the tender document.

19. It is responsibility of the tenderer to drop their tender documents in the correct tender box marked with tender notice No. & date of opening.

20. Tenders will not be considered if dropped in the wrong tender box.

21. Tenderer’s representatives are advised to bring authorization letter from the tenderer/firm for attending tender opening, without which he/she will not be allowed to attend the tender opening.

22. Only one representative of tenderer is permitted to attend the tender opening irrespective of number of tender documents submitted on a particular day of opening.

23. Tenderers/Representatives are requested to attend the tender opening in time and also to keep their cell phones switched off while attending.

24. Tenderer/representatives are not permitted to enter the premises after the prescribed time for opening of tender (ie. after 15.00 hrs).

25. 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.

26. 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 up on himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
27. **A contractor who has not carried out any work so far on this Railway should furnish following particulars (Applicable for the advertised tender value less than or equal to Rs.50.00 lakhs):**

a. His position as an independent Contractor.

b. His capacity to undertake and carry out works satisfactorily, as vouched for by a responsible official or firm.

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.

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

d. His ability to supervise the work personally or by competent and duly authorised agents.

e. His financial position.
INTEGRAL COACH FACTORY

WORKS CONTRACT

REGULATION FOR TENDERS AND CONTRACTS

&

INSTRUCTIONS TO TENDERERS

&

SPECIAL CONDITIONS OF CONTRACT
## INDEX

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tender Details</td>
<td></td>
</tr>
</tbody>
</table>

**PART - A REGULATIONS FOR TENDERS AND CONTRACTS**

Tender agreement form

1.0. Meaning of Terms  
2.0. Instructions to Tenderers and conditions of tender  
3.0. Earnest Money Deposit  
4.0. Tender document  
5.0. Omissions and Discrepancies  
6.0. Care in submission of Tenders  
7.0. Acceptance of tender  
8.0. Contract Documents  
9.0. Form of Contract Documents  
10.0. Constitution of Firm  

Annexure I - Tender form First sheet  
Annexure II - Proforma for Experience Certificate  
Annexure III - Constitution of the Firm  
Annexure IV - Statement of works on hand  
Annexure V - List of Engineers/Personnel  
Annexure VI - Details of Machinery  
Annexure VII - Form for reporting of Employment of Railway employees  
Annexure VIII - Form for agreement for works contract  
Annexure IX - Form for Acceptance of Tender  
Annexure X - Proforma for declaration regarding “no middleman”  
Annexure XI - Option form for receiving payment through NEFT  
Annexure XII - Payment of tenderer/contractor's bills through electronic mode only, i.e. EFT/NEFT/RTGS  
Annexure XIII - Form for Zone Agreement  
Annexure XIIIa - Form for Work order under Zone Contract  
Annexure XIV - Financial Status  
Annexure A - List of Plans

**PART - B SPECIAL CONDITIONS OF CONTRACT**

11.0. Programme of work  
12.0. Performance Guarantee  
13.0. Security Deposit  
14.0. Income Tax  
15.0. Sales Tax  
16.0. Excise Duty & 16.1 - Cess  
17.0. Study of Drawing and local conditions  
18.0. Drawing for works  
19.0. Service Roads  
20.0. Setting out of works  
21.0. Regarding obstructions
22.0. Water supply  
23.0. Electric supply  
24.0. Material, tools & plants  
25.0. Anti larval treatment  
26.0. Disposal of surplus excavated materials  
27.0. Dismantling operations  
28.0. Emergency work  
29.0. Hiring of plant & machinery, etc.  
30.0. Unforeseen items of works  
31.0. Maintaining record of construction work  
32.0. Contractor’s labour  
33.0. Safety of Labour  
34.0. Penalty due to unsafe work  
35.0. Contractors responsibilities for temporary works and materials  
36.0. Notice to public bodies  
37.0. Supply of materials by the contractors  
38.0. Period of completion  
39.0. Imposition of token penalty for delay in the completion of work  
40.0. Maintenance period  
41.0. Variation in quantities  
42.0. Vitiation clause  
43.0. Price Variation Clause  
44.0. Knowledge of safety rules  
45.0. Imposition of penalty/fine on the erring contractors  
46.0. Payment of contractors bills  
47.0. Provision of First aid facilities  
48.0. Entry permit  
49.0. Provision of Factories Act  
50.0. Purchase Preference Products (PPP) for products and Services of Central Public Sector Enterprises  
51.0. Line of action by Railways/Contractors in case of accidents/natural calamities  
52.0. Registration  
53.0. Special instructions and specifications for zonal contract  
54.0. Applicability of EPF Act  
55.0. Arbitration

Part C Scope of work including Tender Schedule (Annexures)

Part D Special Conditions of Contract – Technical for Civil Engineering Works
INTEGRAL COACH FACTORY

WORKS CONTRACT

REGULATIONS FOR TENDERS AND CONTRACTS

AND

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER

TENDER AGREEMENT FORM

Item No. …………..of Tender No………………………………..dated………………..

1. Name of the Tenderer to whom the ……………………………………….
Tender form is issued.
(Please indicate details if the documents are downloaded from internet)

2. Address:

3. Serial No. assigned to the Tender Form

4. Date of sale:

5. Signature & Name of the official who issued the form

Notes:

1. Transfer of tender form purchased by one tenderer to another is not permissible

2. The tender form is required to be submitted intact together with all documents supplied at the time of sale, without any pages being removed. Any other document required to be submitted as per the conditions shall also be attached. Failure to comply will render the tender liable to be rejected.

3. This document is the property of Integral Coach Factory and is issued only for the use of the tenderer for submitting offers and should not be used in any other form nor be copied / reproduced.

4. The tender documents can also be downloaded from internet and should be submitted with all the pages without any pages being removed. Any other documents including cost of tender document and EMD required to be submitted as per the conditions shall also be attached. Failure to comply will render the tender liable to be rejected.
PART-A
INTEGRAL COACH FACTORY

REGULATIONS FOR TENDERS AND CONTRACTS
AND INSTRUCTIONS TO TENDERERS

1.0 MEANING OF TERMS

1.1 Definitions: In these Regulations for Tenders and Contracts 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 charge for the general superintendence and control of the Integral Coach Factory and shall mean and include their successors of the Successor Railway.

1.1.3 “Chief Engineer” shall mean the Officer in charge of the Engineering Department of the Integral Coach Factory and shall also include the Chief Electrical Engineer and shall mean & include their successors of the Successor Railway.

1.1.4 “Engineer” shall mean Executive Engineer, Integral Coach Factory and shall mean and include Senior Electrical Engineer, in executive charge of the works and shall also include the superior officers of Engineering and Electrical departments of the Integral Coach Factory i.e. Deputy Chief Engineer/Deputy Chief Electrical Engineer/Chief Engineer, Chief Electrical Engineer and other superior Officers of the concerned department of the Integral Coach Factory and shall mean and include the Engineers of the Successor Railway.

1.1.5 “Engineer’s Representative” shall mean the Assistant Executive Engineer or Assistant Electrical Engineer in direct charge of the works and shall include any Senior Section/Junior Engineer of Civil Engineering/Electrical Engineering departments appointed by the ICF and shall mean and include the Engineer’s Representative of the Successor Railway.

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

1.1.7 “Tenderer” shall mean the person / the firm / co-operative society or company whether incorporated or not 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.

1.1.8 “Contractor” shall mean the person / firm / co-operative society or company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
1.1.9 “Contract” shall mean and include the Agreement or Work Order, the accepted schedule of rates or the printed Schedule of Rates of the Southern Railway modified by the tender percentage of items of works quantified or not quantified, the General Conditions of Contract, the Special Conditions of contract if any, the drawings, the specifications, the special specifications if any, schedule of quantities, Manuals and instructions if any and Tender Forms if any, all in complete known as “Contract Documents”.

1.1.10 “Limited Tenders” shall mean tenders invited from all or some contractors on the approved or selected list of Contractors with ICF.

1.1.11 “Open Tenders” shall mean the tenders invited in open and public manner and with adequate notice.

1.1.12 “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.

1.1.13 “Specifications” shall mean the Indian Railway Standard Specification for materials and works 2010 (Vol. I & II) issued under the authority of the Railway Board or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms or as modified from time to time.

1.1.14 “Schedule of Rates of the Southern Railway” shall mean the Southern Railway Unified Standard Schedule of Rates 2011 issued under the authority of the Chief Engineer from time to time or as amplified, added to or superseded from time to time.

1.1.15 “Drawings” shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender forms or prints or supplied during execution.

1.1.16 “Constructional Plant” shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.

1.1.17 “Temporary works” shall mean all temporary works of every kind required for the execution, completion or maintenance of the works.

1.1.18 “Site” shall mean the lands and other places on under in or through which the works are to be carried out and any other lands or places provided by the Railway for the purposes of the contract.

1.1.19 “Period of Maintenance” shall mean the specified period of maintenance from the date of completion of the works as certified by the Engineer.

1.2 Singular or plural: Words importing the singular number shall also include the plural and vice versa where the context requires.
1.3 Interpretation: These regulations for tenders and contracts shall be read in conjunction with General conditions of contract which are referred to therein and shall be subjected to modifications/additions or supersessions by Special conditions of contract and/or drawings manuals, specifications and/or special specifications, if any, annexed to tender forms.

2.0 **INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER.**

2.1 The tender should be in the prescribed form obtainable from the office of the Chief Engineer, Integral Coach Factory, Chennai. The cost of the Tender form as mentioned in the top sheet is to be paid to the Assistant Chief Cashier, Shell division, Integral Coach Factory, Chennai and the same will be issued on production of the cash receipt for the said amount.

2.2 The cost of the tender form is non refundable and the tender form is not transferable.

2.3 Tender documents are also available on Integral Coach Factory website i.e. www.icf.indianrailways.gov.in and the same can be downloaded and used as tender document for submitting the offer. This facility is available free of cost. However, the cost of tender document will have to be deposited by the tenderer in the form of bank draft payable in favour of Financial Adviser & Chief Accounts Officer, Integral Coach Factory, Chennai 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.

2.4 **Tenderer should submit along with the tender the requisite Earnest Money Deposit in the prescribed form and tenders unaccompanied by requisite Earnest Money Deposit will be summarily rejected.**

   a) EMD shall be in cash receipt issued by ACC/ICF for deposit made in cash/Bankers Cheque/Demand Draft only in favour of FA&CAO/ICF/Chennai-38.

   b) The lump sum Earnest Money Deposit furnished already available with the Railways will not be considered towards this work.

   c) The Unreleased EMD if any, held with the Railways shall not be adjusted with the EMD to be remitted.

   d) FDRs, Cheques, War Bonds, Government Securities and Guarantee Bonds will not be accepted towards EMD.

   e) The Earnest Money of the unsuccessful Tenderer(s) will, save as hereinbefore provided, be returned to the unsuccessful Tenderer(s) within a reasonable time but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
Tenderers are advised to visit the site of work in their own interest and acquaint themselves with the site conditions and expected quantum of work.

**Drawings for this work:** The Drawings for the work can be seen in the Office of the Chief Engineer at any time during the office hours. The drawings are only for the guidance of the Tenderer. Detailed working drawings (if required), based generally on the drawings mentioned above, will be given by the Engineer or his representative from time to time.

Printed General Conditions of contract, the specifications given in *Indian Railway Standard Specification for materials and works 2010 (Vol. I & II)* and *Southern Railway Unified Standard Schedule of Rates 2011* and any other document as amended/ corrected with correction slip up to date can be seen in the office of the Chief Engineer. Copies can be obtained on payment.

Tenderer must furnish details as per Annexures given in the Tender form while submitting their offer.

Tender documents duly completed in all respects shall be dropped in Tender box kept for the purpose on the date before the time mentioned in the notice. If the tender booklets are sent by post, the tenderer must ensure that the tender is reached before the tender box is closed.

No responsibility will be accepted for delay, loss, damage, non receipt and late receipt towards dispatch/receipt of the tenders by Post in postal transit.

The tender will be opened in the office of the Chief Engineer, Integral Coach Factory, Chennai at the date and time mentioned in the presence of tenderers/their authorized representatives.

If the date of receipt and opening of tender is declared as a holiday at a later date, the tender will be opened on the next working day.

Tenderer shall hold the offer for acceptance for a minimum of 90 Days from the date of opening of tender.

All terms and conditions in the tender document are binding on the tenderer.

Non compliance of any of the conditions set forth hereinbefore is liable to result in the tender being rejected.

Railway reserves the right to accept or reject any or all the tenders and award the work in whole or part without assigning any reasons for such action.

No separate communication 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 submitted in a covering letter along with the tender.
3.0 **EARNEST MONEY DEPOSIT:**

3.1 The tender shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money deposit shall be as indicated in the Tender Notice.

3.2 Tenderers, should submit, along with the tender, the requisite Earnest Money Deposit. Tenders unaccompanied by requisite Earnest Money Deposit as detailed below will be rejected outright. The Earnest Money should be in any one of the following forms:

(a) **CASH:** If in the form of cash, it should be paid to the Railway Administration’s Assistant Chief Cashier, Shell division, Integral Coach Factory, Chennai. Tenderer should enclose the original cash receipt along with his/their tender, without fail.

(b) **INSTRUMENTS:** If in the form of instruments, it could be either Pay Order/Banker’s Cheque or Demand Draft.

(i) These forms of Earnest Money should have been issued by State Bank of India or any of the Nationalised Banks or scheduled Banks.

(ii) These should have been drawn in favour of/payable to Financial Advisor and Chief Accounts Officer, Integral Coach Factory, Chennai.

(iii) If any of these instruments are found to have been drawn in favour of/payable to the tenderer, they would be invalid and the tender submitted would be rejected outright.

(c) Government securities (Stock Certificates, Bearer Bonds, and Promissory Notes etc), FDRs and Guarantee bonds executed by banks will not be accepted towards earnest money.

(d) The details of EMD should be filled in paragraph 4 of Annexure I to the tender documents.

3.3 No interest shall be payable on the Earnest Money deposit.

3.4 The tenderer shall keep the offer open for a minimum period of 90 DAYS stipulated in the tender 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. It shall be understood that the tender documents have been sold/issued to the Tenderer and the Tenderer is permitted to tender in consideration of the stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner which is not acceptable to the competent authority empowered to accept this tender. Should the Tenderer fail to observe or comply with the said stipulation, the full earnest money amount shall be forfeited to the Railway.
3.5 If the tender is accepted, this earnest money would be adjusted after encashment by Railways wherever necessary to form part of the cash segment of the Security for the due and faithful fulfilment of the contract in terms of Clause 16 of part II of the ‘General Conditions of Contract 2014’. This amount of Security deposit shall be forfeited if the Tenderer/Contractor fail to execute the Agreement Bond within 7 days after receipt of notice issued by the Railway that such documents are ready or to commence the work within 15 days after receipt of the orders to that effect.

3.6 Use of discharged instruments towards EMD of other tenders, are prohibited.

4.0 TENDER DOCUMENT:

Tender forms will embody the contents of the Contract Documents either directly or by reference. Tender Form shall be issued on payment of the prescribed fees. No alterations/Corrections/Modifications of the Tender Forms is admissible. Tenders with such altered/corrected/modified Tender Forms, will be summarily rejected. The tender documents shall be witnessed by two individuals of appropriate stature.

4.1. The following documents form part of this Tender/Contract:

4.1.1. Part A: Regulation for tender and contract and instructions to Tenderers (including Annexure I - XIV)

Part B: Additional instructions and Special conditions
Part C: Scope of the work and Tender Schedules
Part D: Special technical conditions of contract – Technical for Civil Engineering work.

4.1.2 All General and detailed drawings pertaining to the works which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

4.1.3. General Conditions of Contract July-2014 as amended/corrected with correction slips up-to-date.


4.1.5 Indian Railway Standard Specification for materials and works 2010 (Vol. I & II) as amended / corrected with corrections slips up to date.

4.1.6 Southern Railway Unified Standard Schedule of Rates 2011 as amended / corrected with corrections slips up to date.

5. Omissions and Discrepancies: Should a Tenderer find discrepancies in, or omissions from the drawings or any of the Tender Forms or other Contract Documents 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 under stood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for the risk of any errors, omissions and discrepancies which may subsequently be discovered and shall make no subsequent claim on account thereof.
6. Care in submission of Tenders:

6.1 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 Part II of General conditions of Contract 2014 for the completion of works to be entire satisfaction of the Engineer.

6.2 When work is tendered for by a firm or company of Contractors, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf. The 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.

6.3 Every possible fluctuation, in the rate of labour, material and general commodities, and other possibilities of each and every kind which may affect the rates, should be considered and kept in view before quoting the rates and no claim on this account shall be entertained by the Railway under any circumstances except the price escalation payable as per price variation clause, if any, provided separately in the tender documents.

6.4 (a) The percentage and rates quoted must be clearly written in figures and in words, and the percentage quoted for schedule-A, A1 & A2 will apply to all the items in all the chapters covered in the Southern Railway Unified Standard Schedule of Rates 2011 items except cement and steel. If there are any variation between the rates quoted in figures and words, the rate quoted in “words” shall be taken as correct. If more than one or improper rates are tendered for the same item, the tender liable to be rejected. The percentages quoted shall be up to two decimal places. Any percentage quoted with more than two decimal places will be rounded of to two decimal places.

(b) The Tenderer / tenderers shall quote his/their rates with reference to each schedule and must tender for all the schedules shown in Part ‘C’ of the tender document. 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.

(C) The tenderer/s shall not increase his/their rate (even for any item/schedule) in case the Railway Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the tenderer/s in case of failure of negotiations.

6.5 If any item is excluded by the tenderer while submitting his tender, the tender is liable to be rejected.

6.6 Each page of the tender papers is to be signed and dated by the tenderer/s or such person/s on his/their behalf who is/are legally authorized to sign for him/them.
6.7 Tender containing erasures and alterations of the tender documents are liable to be rejected. Any corrections made by the tenderer/s in his/their entries should be in INK and must be attested by him/them under full signature and date.

6.8 Additional conditions or stipulations if any must be made by the tenderer/s in a covering letter with the tender. The railway reserves the right not to consider conditional tenders and reject the same without assigning any reason. Only those conditions which are explicitly accepted by the Railway shall form part of the contract.

6.9 The tender shall be submitted in the prescribed form annexed hereto (Annexure I to XIV) duly quoting the offer as stipulated in the Special Conditions of Contract. The quotations will be subject to the general instructions printed in Southern Railway Unified Standard Schedule of Rates 2011, as corrected by and upto Correction Slip upto the date of tender opening.

6.10 The Tenderer shall clearly specify whether the tender is submitted on his own or behalf of a Partnership concern. If the tender is submitted on behalf of a Partnership Concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of Partnership Concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents.

6.11 The Tenderer whether sole Proprietor, a Limited Company or Partnership concern, if they want to act through an agent or individual partner, should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he be partner of the firm or any other person specifically authorising him to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign the “No Claim Certificate” and refer all or any disputes to arbitration.

6.12 The attested certificate from the employer/client, audited balance sheet duly certified by the Chartered Accountant etc., will be taken for verifying the credentials. Tenderers must fill up the particulars provided for in Annexure XIV regarding tenderers financial status.

6.13 Tenderer shall submit a declaration in the proforma enclosed, as Annexure-I. Tenders without this declaration by the tenderer is likely to be rejected.

6.14 The Tenderer shall submit the experience certificate for the purpose of single nature of work in the format given as Annexure II.

6.15 Tenderers must fill up the particulars provided for in Annexure III regarding basic details of the firm.

6.16 Tenderers must furnish details of all works on hand with them in Railways, other public sector undertakings and private sector undertakings in the proforma Annexure IV while submitting their offers.
6.17 Tenderer must furnish List of personnel, organization available on hand and proposed to be engaged for the subject work as per the proforma Annexure V while submitting their offers.

6.18 Tenderer must furnish List of plant and machinery available on hand and proposed to be inducted for the subject work as per the proforma Annexure VI while submitting their offers.

6.19 The tenderer must furnish the details of employment of retired Gazetted Railway Engineer if any, in the proforma given as Annexure VII.

6.20 The tender documents must be submitted duly completed in all respects in a sealed cover duly Superscribing with the name of the work, tender notice no. and date and the same should be dropped in the tender box kept in the Office of the Chief Engineer or should be sent by Registered post to the above address well before the date and time stipulated in the tender document. The administration will not be responsible for any postal delays. Any tender received after the stipulated time is liable to be rejected. Any tender delivered or sent otherwise will be at the risk of the tenderer.

6.21 Tenders must be enclosed in sealed covers, superscribed tender for “Provision of safety grill gate for Main entrance door, rear door, staircase door and balcony for left out quarters at ICF East colony.” and must be sent by registered post to address of CHIEF ENGINEER, Integral Coach Factory, Chennai 600038, so as to reach this office not later than 14.30 Hours, on the 20.01.2016 or deposited in the special box allotted for the purpose in the above office on or before 14.30 Hours on 20.01.2016. The tenders will be opened on the same day at 15.00 hours in the office of the CHIEF ENGINEER, Integral Coach Factory, Chennai 600038.

6.22 At the advertised time and place, tenders received for a contract shall be opened 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.

7.0 ACCEPTANCE OF TENDER:

7.1. The Railway reserves the right of not to invite tenders for any of the Railway 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.

7.2 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.
7.3 The authority for the acceptance of the tender will rest with the Competent authority to whom the power to accept the tender has been delegated 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. He also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tenderer if deemed necessary.

7.4. If the Tenderer deliberately gives/Tenderers deliberately 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. The entire earnest money deposit with Railway will be forfeited. In addition, action will be taken to suspend the business with the tenderer for a specified period of not less than one year at the discretion of the Administration.

8.0 CONTRACT DOCUMENTS

8.1 Execution of Contract Documents: The Tenderer whose tender is accepted shall be required to attend the Office of the Chief Engineer as the case may be in person, or if a firm or corporation, a duly authorized representative shall so attend, and to execute the contract documents within 7 days after receipt of notice issued by the Railway that such documents are ready. Failure to do so shall constitute a breach of the contract 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.

8.2 In the event of any Tenderer whose tender is accepted refuses to execute the contract documents as herein before provided, the Railway may decide 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 the earnest money and to recover risk and cost in getting the work executed through another agency.

8.3 The successful Tenderer shall be required to execute an agreement with the President of India acting through the Chief Engineer / Dy. Chief Engineer, Integral Coach Factory, Chennai for carrying out the work according to the Contract documents in the proforma at ANNEXURE VIII.

9.0 Form of Contract Documents: Every contract shall be complete in respect of the document it shall so constitute. The Contract documents shall include all or any of the documents listed in the definition for ‘Contract’ updated to the date of issue of tender notice for the work. It should be understood that every endeavour has been made by the Railway to update all the documents and the Tenderer shall take upon himself and provide for the work of any deficiency or error in this regard which may subsequently be discovered and shall make no subsequent claims on account thereof. Not less than 3 (three) copies of the contract documents shall be signed by the competent authority and the Contractor and one copy given to the Contractor.
a) **For Zone or Zonal contracts**, awarded on the basis of the percentage at par or above or below the Unified standard schedule of Rates of the Engineering Department and/ or other departments of the Integral Coach Factory for the whole or part of financial year, the contract agreement required to be executed by the Tenderer whose tender is accepted shall be as per specimen form at Annexure XIII or as may be prescribed by the Railway. During the currency of the Zone contract, Work orders as per specimen form at **Annexure XIII (A)**, for works not exceeding Rs.2,00,000/- each, or so as specified by the Railway, will be issued by the Chief Engineer / Dy Chief Engineer under the agreement for the Zonal contract.

b) For contracts for specific works, valued at more than Rs.10,000/- the contract agreement to be executed by the Tenderer whose tender is accepted shall be as per specimen form at Annexure VIII or so as may be prescribed by the Railway.

10.0 **CONSTITUTION OF THE FIRM**

10.1 The tenderer/s who are constituents of firm, company, association or society must forward attested copies of the constitution of their concern, partnership deed and power of attorney with their tender. Tender documents in such cases are to be signed by such persons (as may be legally competent to sign them on behalf of the firm, company, association or society as the case may be). Co-operative societies must likewise submit an attested copy of their certificate of registration along with the documents as above mentioned.

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

10.3 If a Tenderer expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender the Railway shall deem such tender as cancelled, unless the firm retains its character.

10.4 If the contractor’s firm is dissolved on account of death, retirement of any partners or for any reason whatsoever, before fully completing the whole work or any part of it, undertaken by the principal agreement the surviving partners shall remain jointly/ severally and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for loss sustained, if any by the Railway due to such dissolution. The amount of such compensation shall be decided by the administration and this shall be final and binding on the contractor.

10.5 The cancellation of any document such as power of attorney, partnership deed etc., shall forthwith be communicated to the Railway in writing, failing which the Railway shall have no responsibility or liability for any action taken on the strength of the said documents.
10.6 Joint Ventures / Consortiums / Memorandum of Understandings will be considered in accordance with tender conditions.

10.7 Should a Tenderer be a Railway retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not, in the Engineering Department or 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 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 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 Contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be or to make employment under the Contractor, has been obtained by the Tenderer or the Engineer or the officers 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.

10.8 Should a Tenderer or Contractor being an individual on the list of approved Contractors, have a relative employed in gazetted capacity in any Departments of any Indian Railways, or in the case of partnership firm or company incorporated under the Indian Company Law should a partner or a relative of the partner or a shareholder or a relative of a shareholder be employed in gazetted capacity in the any Department of the any Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tenders as per Annexure VII, failing which the tender may be rejected, or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision on Clause 62 of the General Conditions of Contract.

10.9 Every tenderer shall state in the tender, his postal address fully and clearly in “Form of tender. The tenderer must keep the railway informed of any change of address in his own interest.
Annexure- I

INTEGRAL COACH FACTORY

TENDER FORM (FIRST SHEET)

Ref.No/Date...........

To

THE PRESIDENT OF INDIA
Acting Through the
Chief Engineer/
Deputy Chief Engineer/Executive Engineer,
Integral Coach Factory

Name of the work:.................................................................................................

Tender Notice No..................................................Item No...................................

1. I/We......................................................................................, have read the conditions of tender
attached hereto and agree to abide by said conditions. I/we have perused the
Contract Documents (i.e. the General Conditions of contract, Special
Conditions and Specifications, special specifications and Indian Railway
Standard specification for Materials and Works 2010 (Vol. I & II) issued
under the authority of Railway Board and Southern Railway Unified
Standard Schedule of Rates 2011 and all other documents attached to the
tender) and that I/We am/are fully aware that I/We will have to perform the
contract if my/our tender is accepted subject to the Contract Documents
complete aforesaid and also subject to the Contract Documents complete
aforesaid. I/We offer to do the works of the at the rates shown in the
annexures annexed and hereby bind myself/ourselves to complete the work
in the stipulated period as mentioned in the contract documents attached
from the date of issue of letter of acceptance.

2. I/We have signed the tender documents on all pages. I/We have filled all
the relevant columns in the Annexures enclosed and I/We am/are aware
that non filling up of any column and non furnishing data/non signing of
the documents is likely to result in non consideration of my/our tender.

3. I/We also agree to keep this tender open for acceptance for a period of 90
days from the date fixed for opening the same and in default thereof I/We
will be liable for forfeiture of my/our “Earnest Money”.

4. A sum of Rs............... in the form of Cash/Banker’s Cheque/Demand Draft
No............... dt............... issued by...............Bank
...............Branch is herewith forwarded as Earnest Money. The full
value of the Earnest Money shall stand forfeited without prejudice to any
other right or remedies available to the Railway in case my/our tender is
accepted and if:

a. I/We do not execute the Contract Documents within seven days after
receipt of notice issued by the Railway that such documents are ready; or

b. I/We do not commence the work within fifteen days after receipt of orders
to that effect.
5. I/We agree that 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.

* Tick as applicable

6. I/We also undertake to carry out the work in accordance with the said (plans) Specifications and Conditions of Contract, and to find and provide such of the materials (other than those to be supplied by the Railway) for, and to do all such things which in the opinion of the Engineer may be necessary for, or incidental to the construction, completion and maintenance thereof and to complete the whole of the said works in all respects, and hand them over to you or your representatives within the period specified; and to maintain the same for the period and in the manner provided in the Conditions of Contract.

7. Following documents are enclosed.
   a. Partnership Deed
   b. Power of Attorney
   c. List of works executed year wise during the last three years along with their values.
   d. Credentials issued by the Department for whom the work was executed by the tenderer/s during the last three years.
   e. Latest Valid Income Tax Certificate / the documentary evidence for complete amount received duly certified CA/Railway officers or other Gazetted Government officials.
   f. Experience Certificate (Annexure II)
   g. Constitution of the Firm (Annexure III)
   h. List of works on hand, their values and stage of completion (Annexure IV)
   i. List of Engineering personnel employed for the work. (Annexure V)
   j. Details of Plant and Machinery (Annexure VI)
   k. Reporting of employment of retired Gazetted Officers (Annexure VII)

8.0 DECLARATION

I/We ___________________________________ declare that

a. I/We am/are not banned from doing business with Railways

b. I/We do not have any partners who are individuals or partners of firms banned from doing business with Railways.

c. I/We are not sister concerns/allied partners who were individuals or firms or partners of firms banned from doing business with Railways.

d. I/We understand and agree that if I/We were found during consideration of the tender to be a firm/individual or sister/allied concern or any individual or firms or partner of firms banned by the Ministry of Railway from doing business with Railways and ban is still in force, earnest money deposit remitted by me/us will be forfeited in full.

e. I/We understand that if I/We were found during the course of execution of work to be an individual or firm or partner or firms or sister/allied concern of any individuals or firms banned by the Ministry of Railway from doing business with Railways and the ban is still in force, my/our security deposit will be forfeited in full.
f. I/We understand that if I/We are found to be individual or firm or partner of firm or sister/allied concern of any individuals or firms banned by the Ministry of railway from doing business with Railways during the consideration of tender or during the execution of work, I/We are liable to be banned from doing business for further periods to be specified by Railways.

g. I/We are satisfying the eligibility conditions mentioned in the tender and I/We have enclosed attested copies of documents along with the tender in support of my/our claim of satisfying eligibility conditions. I/We understand that I/We have to produce the original documents if so demanded by the Railways. I/We understand that if any of the documents were found to be bogus, my/our earnest money deposit (before finalisation of tender) security deposit (after awarding work) will be forfeited in full and I/We are liable to be banned from doing business with Railways for any period to be specified by the Railways and also liable for legal proceedings against me/us.

h. I/We have submitted full details of work on hand and progress thereon. I/We understand that if the information furnished by me/us were found to be false my/our tender is liable to be rejected and Earnest money deposit in full is liable to be forfeited. If it is found to be false at any stage, I/We are liable to be banned from doing business with Railways for any period to be specified by Railways and also liable for legal proceedings against me/us.

(SIGNATURE OF TENDERERS)

Place :            Name :

Date :            Address :

SIGNATURE & ADDRESS OF WITNESSES TO THE SIGNATURE OF THE TENDERER(S)

WITNESSES:

1 : Name     Signature
Address     Date

2 : Name     Signature
Address     Date
ANNEXURE II

PROFORMA FOR EXPERIENCE CERTIFICATE
(Issued for the purpose of quoting Integral Coach Factory tenders)

Name and address of the contractor:
M/s…………………………………………………
……………………………………………………….
…………………………………………………..

The relevant details of works under:

1. Name of work : 
2. Agreement No. & Date : 
3. Date of Commencement : 
4. Value of work completed as
   Per last bill : 
5. Date of completion :
6. Performance :
7. Remarks, if any :

Place :
Date :

Deputy Chief Engineer/Railways
Executive Engineer/Other Govt.dept/PSUs
(WITH SEAL)
ANNEXURE III

CONSTITUTION OF THE FIRM

1. Full Name of the Contractor/s, Construction firm and year of Establishment

2. Registered Head Office and Address

3. Branch Offices/ in India

4. Address on which correspondence regarding this tender should be done

Signature of the tenderer/contractor:

Date:

Address:
ANNEXURE IV

STATMENT OF WORKS ON HAND

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Organisation</th>
<th>Name of Work</th>
<th>Date of Award</th>
<th>Original Date of completion</th>
<th>Place of work</th>
<th>Value of works</th>
<th>Physical Progress completion in %</th>
<th>Likely date of completion</th>
</tr>
</thead>
</table>

The information furnished above is correct and complete, to the best of our/my knowledge and belief.

We are/I am aware that if the information furnished above are found to be wrong or incomplete or any relevant information is found to have been suppressed, the tender is liable to be rejected at any stage.

We are/I am aware that the declarations as above in the tender are found to be not true, any agreement that may be entered into, is also liable to be terminated by the Railway.

Signature of tenderer/contractor:

Date:

Address:
ANNEXURE V

LIST OF ENGINEERS/PERSONNEL ALREADY AVAILABLE / PROPOSED TO BE EMPLOYED FOR DEPLOYMENT OF THIS WORK

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name &amp; Designation</th>
<th>Qualification</th>
<th>Professional Experience</th>
<th>Organisation with whom working</th>
<th>Date from which the personnel will be available for this work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>2</td>
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<tr>
<td>6</td>
<td></td>
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</tr>
</tbody>
</table>

Signature of tenderer/contractor:

Date:

Address:
ANNEXURE VI

DETAILS OF MACHINERY TENDERER/CONTRACTOR WANTS TO PURCHASE / HIRE FOR THIS WORK

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars of Equipment</th>
<th>No. of unit</th>
<th>Kind &amp; make/firm from which to be hired</th>
<th>Capacity</th>
<th>Date by which the plant would be available for use on this work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<td>6.</td>
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</tr>
</tbody>
</table>

Signature of tenderer/contractor:

Date:

Address:
Annexure VII

FORM FOR REPORTING OF EMPLOYMENT OF RAILWAY OFFICERS

Proforma to be filled in and signed by the Tenderer and submitted along with the tender with reference to Clauses 8.8. of the

Conditions of Tender

Strike out whichever is not applicable

I. The undersigned :
(a) is a retired gazetted officer holding prior to retirement a pensionable / non-pensionable post in Engineering Department of _____________ Railway.
(b) is a partnership firm having as one of its partners a retired Engineer or a retired gazetted officer as aforesaid.
(c) is an incorporated company having any such retired Engineer or retired officer as aforesaid, as one of its directors.
(d) is having in my employment any retired Engineer or retired gazetted officer as aforesaid.
(e) has no such retired Engineer or retired gazetted officer so associated with me as stated above.

II. If falling under any of the above categories (a) to (d) particulars of the officer may be furnished hereunder:

(1) Post held before retirement
(2) Date of retirement
(3) If not retired at least two years prior to date of submission of tender state whether permission for taking such contracts has been obtained from the President of India or any officer duly authorised in this behalf.

III. If the Tenderer or in the case of a firm or company, any of the shareholders has a relative or relatives employed in gazetted capacity in the Engineering Department of the Railways, particulars of such relatives in the Railway may be furnished hereunder :-

(1) Name
(2) Designation
(3) Relationship

Signature of the Tenderer/contractor :

Name:

Address:

Date:
Annexure VIII

FORM FOR AGREEMENT FOR WORKS CONTRACTS

Name of the work:

CONTRACT AGREEMENT No.________________________ dated __________

I. ARTICLES OF AGREEMENT MADE this____________________ day of
   ______________ between the “President of India” acting through the
   Chief Engineer of Integral Coach Factory Administration hereinafter called
   the “Railway” of the one part and __________________________ hereinafter
   called the “Contractor” of the other part.

II. WHEREAS the Contractor has agreed with the Railway for the
    performance of the work set forth in the schedule hereto annexed and in
    conformity with Indian Railway Standard specification for Materials and
    Works 2010 (Vol. I & II) issued under the authority of Railway Board the
    conditions and special conditions, special specifications and drawings,
    manuals and guidelines hereto annexed, if any, and the General Conditions
    of Contract, all known as “Contract Documents”, and whereas the
    performance of the said work is an act in which the public are interested.

III. AND WHEREAS the Contractor has deposited a sum of Rs.___________
    towards the earnest money AND WHEREAS the balance of security deposit
    after adjustment of earnest money of Rs.__________________ originally
    paid by the contractor is at the instance of the Contractor recovered at 10
    per cent of the value of the running bill till all the amount of security
    deposit of Rs._____________ is fully recovered.

IV. NOW THIS INDENTURE WITNESSTH that in consideration of the payments
    to be made by the Railway, the Contractor will duly perform the said works
    in the said schedules set forth and shall execute the same with great
    promptness, care and accuracy in a workmanlike manner to the satisfaction
    of the Railway and will complete the same in accordance with the said
    specifications and said drawings and said conditions of contract within
    the stipulated period as mentioned in the special conditions of contract from
    the date of issue of letter of acceptance and will maintain the said works as
    stipulated in the schedule attached from the certified date of their completion
    and will observe, fulfil 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 set forth herein), AND the Railway doth hereby agree that if the
    Contractor shall duly perform the said works in the manner aforesaid and
    observe and keep the said terms and conditions, the Railway will pay or cause
    to be paid to the Contractor for the said works on the final completion thereof
    the amount due in respect thereof, at the rates set forth in the annexure IX.
V It is hereby agreed and declared that all the provisions of the said specifications, conditions of contract which have been carefully read and understood by the Contractor, and the printed Schedule of Rates including the General Instructions contained in Pages I to III thereof, shall be binding upon the Contractor and upon the Railway Administration as if the same had been repeated herein and shall be read as part of these presents.

VI. The cost of stamp duty on the agreement shall be borne by the Contractor.

Contractor

Signature of Witness
(with Address to Signature of Contractor)

Date: _______________

Designation
 Integral Coach Factory
 for President of India.
FOR OFFICIAL USE ONLY
FORM FOR ACCEPTANCE OF TENDER

(This is only for guidance. The issuing authority will decide the format and contents based on complete Contract Documents)

No.

Shri/M/s…………………………..
……………………………………
……………………………………
Sir(s),

Name of work :

Tender Notice No: _____________________________ Item No: ___

I accept the tender offered by you for the above work and agree to pay the rates as per Southern Railway Unified Standard Schedule of Rates 2011, as corrected by and upto Correction Slip No........of.............at the rates at par/enhanced/diminished by.........................per cent in respect of Schedule ‘A’ (items covered by the Southern Railway Unified Standard Schedule of Rates 2011) and at the rates at par/enhanced/diminished by.........................per cent in respect of Schedule ‘A1’ (items covered by the Southern Railway Unified Standard Schedule of Rates 2011) and at the rates at par/enhanced/diminished by.........................per cent in respect of Schedule ‘A2’ (items covered by the Southern Railway Unified Standard Schedule of Rates 2011) and at the rates as entered in the Schedule-B..............(items not covered by the Southern Railway Unified Standard Schedule of Rates 2011) and the value of contract works out to Rs. ___________________.

The Letter of Acceptance is issued in duplicate. Please return one copy of the same duly signed in token of acceptance of the contents of this letter within seven days after receipt of the letter. Otherwise, it may be determined that you have abandoned the contract and your offer and the acceptance thereof shall be treated as cancelled and the Railways shall be entitled to forfeit the full amount of Earnest Money Deposit and initiate the process to recover Liquidated Damage for default. This Letter of Acceptance forms part of the contract documents governing this contract.

A letter addressed to the Asst. Supdt. Of stamps, No.32, Rajaji Road, New Collector Office (8th floor), Chennai-1 together with an agreement form is sent herewith for resubmission duly getting embossed with an adhesive stamp to the value of Rs.20/- so as to enable this office to arrange for the execution of agreement.

Please acknowledge receipt of this letter.

Chief Engineer
for and on behalf of President of India

Place :
Date :
WITNESSES :
1 : Signature Name:
Address: Date:
2: Signature Name:
Address: Date:
Annexure – X

PROFORMA FOR DECLARATION REGARDING “NO MIDDLEMAN”

(To be furnished individually by all partners of firm / Joint Venture.)

“I hereby declare and commit that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract. I further declare and commit that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount “.

Date:              Signature:

Name

Designation

Address
### Annexure XI

**OPTION FORM FOR RECEIVING PAYMENT THROUGH NEFT**

<table>
<thead>
<tr>
<th>Sl</th>
<th>Details</th>
<th>To be filled by the Tenderer/Contractor without fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Name of the firm</td>
<td></td>
</tr>
</tbody>
</table>
| 2) | Vendor codes allotted by ICF  
   [If more than one vendor code/EFT number allotted by ICF, furnish all, (or) if not was allotted early, left the column be blank] |                                                      |
| 3) | Address of the firm                                                     |                                                      |
| 4) | Name of the bank                                                        |                                                      |
| 5) | Branch                                                                  |                                                      |
| 6) | Address of the bank branch                                              |                                                      |
| 7) | Account number                                                          |                                                      |
| 8) | Type of Account                                                          |                                                      |
| 9) | IFS Code of the branch                                                  |                                                      |
| 10| MICR Code of the branch                                                 |                                                      |

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 XII

PAYMENT OF TENDERER/CONTRACTORS BILLS THROUGH ELECTRONIC MODE ONLY
(i.e. EFT / NEFT / RTGS)

As per the recent instructions of Railway Board, all the payments to the tenderers / Tenderer/Contractors are to be made through electronic mode only. Hence all tenderers / Tenderer/Contractors should furnish the NEFT option form while submitting their offer. All the payments due to tenderers / Tenderer/Contractors including refund of EMD / SD will be made through NEFT only. The NEFT option form can be downloaded from ICF website www.icf.indianrailways.gov.in

If the bank branch of the Tenderer/Contractors is not covered under NEFT scheme, they have to furnish the following details, which will be incorporated in all cheques issued in their favour.

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Details</th>
<th>To be filled by the tenderer / Tenderer/Contractor without fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Name of the firm</td>
<td></td>
</tr>
<tr>
<td>2)</td>
<td>Full address of the firm</td>
<td></td>
</tr>
<tr>
<td>3)</td>
<td>Bank Account no</td>
<td></td>
</tr>
<tr>
<td>4)</td>
<td>Type of Account</td>
<td></td>
</tr>
<tr>
<td>5)</td>
<td>Bank specific code no of the Tenderer/Contractor (if available)</td>
<td></td>
</tr>
<tr>
<td>6)</td>
<td>Name of the bank</td>
<td></td>
</tr>
<tr>
<td>7)</td>
<td>Branch name and address</td>
<td></td>
</tr>
</tbody>
</table>

The option form for receiving payment through NEFT is enclosed herewith.

Signature of the Tenderer/Contractor
Date
Address
FORM FOR AGREEMENT FOR ZONE (ZONAL) CONTRACT

CONTRACT (ZONAL) AGREEMENT NO……………….DATED…………

1. Articles of agreement made this…………………….day of……………..of 20….. Between the “President of India” acting through the………………………………. Of Integral Coach Factory, herein after called for “Railway” of the one part and………………………………………..herein after called the “Contractor” of the other part.

2. Whereas the Contractor has agreed with the Railway during the period of…………….months from…………to…………………..for the performance of:

   a) New works, additions and alterations to existing structures, special repair works and supply of building materials and

   b) All ordinary repair and maintenance works:

   Subject to the contract value of each such work not exceeding to Rs. 2,00,000/-

   And whereas the Contractor has agreed to carry out the works at any site in Zone…………….as detailed in the Southern Railway Unified Standard Schedule of Rates 2011 or in SSE/SE/P.Way/Works)/………….section as may be entrusted to him at the option of the Railway from time to time during the said contract period and as will be set forth in the Work Orders (which Work Orders shall be deemed and taken to be part of this contract) that will be issued during the said period at par /……………………….. percent above/below the Southern Railway Unified Standard Schedule of Rates 2011, corrected up Printed/Advance Correction Slip No……………dated……………..and as per the Contract Documents complete and whereas the performance of the said works is an act in which the public are interested.

3. And whereas this contract does not cover supply of ballast included in the Southern Railway Unified Standard Schedule of Rates 2011.

4. And whereas in the case of bad work or materials, the Engineer may take such action as may be deemed necessary under the relevant clauses of the conditions of contract.

5. The contract shall be in force for the period mentioned above, However, the Chief Engineer/……../Engineer may at his option and without assigning any reasons for so doing, put an end to this contract at any time. In such case the Contractor will be given a clear notice of three months to enable him to complete all the works entrusted to his through work orders.

6. SD and EMD will be applicable as per Special Conditions of contract

7. Now this indenture witnesseth that in consideration of the payments to be made by the Railway, the Contractor will duly perform the works set forth in the said Work orders and will execute the same great promptness, care and accuracy in a work man like manner to the satisfaction of the Railway and will complete the same on or before the respective dates specified therein in accordance with the said specifications and said drawings if any) and the said Contract Documents complete, and will fulfill and keep all the conditions there in mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein), and the Railway doth hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the completion thereof, the amount due in respect thereof, at the rates specified in the schedule(s) here to annexed.

8. Entrustment of all or any of the works referred to in clause 2 above to the Contractor shall be at the option of the Railway.
Zone details and rates under this contract are as under:

| Zone  | Section | Rate as per DyCE/XEN of ICF | Rates of Southern Railway Unified Standard Schedule of Rates 2011 as corrected upto correction slip No. of dt At par/ enhanced/ diminished by Percentage shown below.
<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>% In figures % in words At par/ above/ below</td>
</tr>
</tbody>
</table>

**Signature of Tenderer/Contractor**

Chief Engineer ....................
(for the President of India) ...........

Signature & address of witness to the signature of the Contractor.

Witness No. 1 ....................../ Signature ...................... Date ......................

Address.................................................................

Witness No. 2 ....................../ Signature ...................... Date ......................

Address.................................................................
Annexure-XIII A

INTEGRAL COACH FACTORY
FORM FOR WORK ORDER UNDER ZONE CONTRACT

WORK ORDER NO……………………..DATED……………………..UNDER

CONTRACT AGREEMENT NO……………………..DATED……………………..

Name of work……………………….(site)
Schedule of drawings ………………………………………………………………………
Authority ……………………… Allocation ………………………………………
Zone………………………………………… Division ………………………………..

The Contractor(s)…………………………………………… is/ are hereby ordered to carry out the
following works at………………. under zone–contract agreement herein before referred to.

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Item No</th>
<th>Description of item of work</th>
<th>Approximate quantity</th>
<th>Unit</th>
<th>Rates in fig. And in words as in schedule annexed to the Zone contract agreement.</th>
<th>Amount Rs. P. Rs. P.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tr>
</tbody>
</table>

The works herein mentioned are required to be completed on or before………………….. (date).
The quantities provided herein are approximate and subject to variation under Clause 42 of
the General conditions of Contract of the Railway, read in conjunction with Special
Conditions, if any and other Contract Documents as applicable.

(………………………………………..)
Signature of Tenderer/Contractor

Chief Engineer/ Dy Chief Engineer/………………../ XEN/…………………………..

………………………………..Integral

Coach Factory
(for the President of India)

Place:

Date:

I agree to complete the works herein set forth on or before the date specified under the
Zone Contract Agreement herein before referred to in conformity with the drawings here to
annexed, if any, and in accordance with the General and Special (if any) Conditions of
Contract and Indian Railway Standard specification for Materials and Works 2010(Vol.I & II)
with all Correction Slips/Amendments uptodate.

(………………………………………..)
Contractor’s Name & Address

Signature of Tenderer/Contractor

Signature of witnesses with address to signature of the Contractor:

Witness No.1: Signature ………………………………..Date……………………………………

Name………………………………………………………. Address……………………………………

Witness No.2: Signature ………………………………..Date……………………………………

Name………………………………………………………. Address…………………………....
**Financial Status**

Each tenderer or each member of a JV must fill in this form separately.

Name of Tenderer / JV partner :

<table>
<thead>
<tr>
<th>Financial Data for Previous 3 years</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Total Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Current Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Total Liabilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Current Liabilities</td>
<td></td>
<td></td>
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<tr>
<td>5. Net Worth (= 1 – 3)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>6. Working Capital (= 2 – 4)</td>
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</tr>
</tbody>
</table>

The Tenderer shall attach copies of the following original documents with the form :-

1. Attested Copies of the audited balance sheets, including all related notes, and income statements for the last three years, as indicated above.

2. Contents of this form should be certified by a Chartered Accountant/Auditor. Name and signature of authorised Signatory
INTEGRAL COACH FACTORY

TENDER NO: EW/799

| Name of Work: | Provision of safety grill gate for Main entrance door, rear door, staircase door and balcony for left out quarters at ICF East colony. |

Name of the Tenderer:


(List of Plans)

Annexure ‘A’

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<tr>
<th>Sl.No.</th>
<th>Description &amp; Plan No.</th>
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NOTE:

Plans can be seen either in the Office of the Chief Engineer, Integral Coach Factory, Chennai-600038 during all working days i.e. from 9:30 AM to 5:30 PM.

SIGNATURE OF THE TENDERER
PART - B

ADDITIONAL INSTRUCTIONS & SPECIAL CONDITIONS OF CONTRACT

11.0 PROGRAMME OF WORK:
11.1 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 Executive Engineer-in-charge of the work. If so desired by the Engineer, the Contractor shall submit further programme from time to time, taking into consideration the latest progress achieved till then.

11.2 Non-submission of the programme as envisaged above shall entitle Railway to terminate the contract under Clause 62 of the General Conditions of Contract.

11.3 This is to reiterate that the Railway reserves the right of terminating the contract at any stage of review of the progress, if the above agreed programme(s) are not adhered to within the margin of 10% as envisaged in Clause 62(1)(viii) of the General Conditions of Contract.

11.4 If the contract is terminated due to the failure of contractor, Railway reserves the right to invite one or more tenders for the completion of balance work separately or combined with other similar work.

12.0 PERFORMANCE GUARANTEE

The procedure for submitting Performance Guarantee is outlined below:

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

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

(i) a deposit of Cash,
(ii) Irrevocable Bank Guarantee,
(iii) Government Securities including State Loan Bonds at 5 percent below the market value
(iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks
(v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks
(vi) a Deposit in the Post Office saving Bank,
(vii) a Deposit in the National Savings Certificates,
(viii) Twelve years National Defence Certificates,
(ix) Ten years Defence Deposits,
(x) National Defence Bonds, and
(xi) Unit Trust Certificates at 5 percent below market value or at the face
value whichever is less.

Also FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

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

c) The Performance Guarantee should be furnished by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement. This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

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

e) The Performance Guarantee (PG) will be released after the physical completion of the work based on the “Completion Certificate “ issued by the Competent Authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit however, will be released only after the expiry of the maintenance period and after passing the final bill based on “ No Claim Certificate.

f) Wherever the contract is rescinded, the security deposit will be forfeited and the Performance Guarantee will be encashed and the balance work will be got done independently without risk and cost of the failed contractor. The failed contractor will 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 will be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV / partnership firm.

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

12.1 In case the successful contractor fails to start the work and submit the performance guarantee within the stipulated time frame, then the Railway administration reserves the right to debar the contractor from participating in Integral Coach Factory – Tenders for a period of one year.

13.0 SECURITY DEPOSIT

13.1 The security deposit / rate of recovery / mode of recovery will be as under:

   a) Security Deposit for the work will be 5% of the contract value,

   b) The rate of recovery will be at the rate of 10% of the bill amount till the full security deposit is recovered,

   c) Security Deposits will be recovered only from the running bills of the contract if the value of contract is less than Rs.50 crores and no other mode of collecting SD such SD in the form of instruments like BG, FD etc., will be accepted towards Security Deposit.

   d) In case of contracts value of Rs.50 crore and above, irrevocable Bank Guarantee will also be accepted as a mode of obtaining security deposit.

NOTE: No interest will be payable on the security deposit.

13.2 The earnest money taken 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 fulfilment of the contract but shall be forfeited if the Contractor/s fail to execute the Agreement or start the work within reasonable time (to be determined by the Engineer-in-charge) after notification of the acceptance of his/their tender.

13.3 Security Deposit will be returned to the contractor after the physical completion of the work as certified by Competent Authority and after the expiry of Maintenance Period and after passing the final bill as certified by the Competent Authority. The Competent Authority shall normally be the authority that is competent to sign the contract. If the Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate will be required to be submitted by the contractor concerned.

13.4 After the work is physically completed, security deposit recovered from the running bills of a contractor will be returned to contractor if he/they so desires, in lieu of FDR/ irrevocable Bank Guarantee for equivalent amount to be submitted by contractor.
13.5 **ADJUSTMENT OF EARNEST MONEY DEPOSIT [EMD] TOWARDS SECURITY DEPOSIT [SD] AMOUNT TO THE SUCCESSFUL TENDERER**

If EMD is submitted in the form of

| (a) Cash/Demand draft / Banker Pay order | - The same would be adjusted towards SD, as per clause 16(1) of GCC |

14.0 **INCOME TAX:**

Income-Tax will be deducted at 2% (Two percent) and also surcharge, if any, at source from each bill, unless otherwise authorized by Income Tax Department.

15.0 **SALES TAX:**

Sales Tax and surcharge on sales tax or any levy or imposed if any materials or works as may be due on this contract will have to be entirely borne by the contractor and the liability thereof will have to be settled by the contractor directly with the sales tax authorities. Recovery of sales tax at source from the dues of the contractor will be made at the rate prescribed in the relevant Act and Rules made by the State Govt. from time to time and the tax so deducted will be remitted to the Sales Tax Department unless otherwise directed in writing by the tax assessing authority concerned. A certificate of tax deducted at source will be furnished by the Railway to the Contractor. Neither any claim towards sales tax nor refunds towards tax recovered and remitted, will be entertained by this Railway under any circumstances.

16.0 **EXCISE DUTY:**

Excise duty if any in respect of the above work has to be borne by the contractor and is deemed to be included in the rates quoted by him. No reimbursement of the same will be made by the Railway.

16.1 Cess @ 1% (The building and other construction workers (RECS) ACT 1996, The tenderer for carrying out any construction of any construction work in the relevant State (Tamilnadu/Kerala/Karnataka/Andhra Pradesh/Pondicery) must get themselves registered from the Registering Officer under section 7 of the Building and other construction workers Act, 1996 and rules made thereto by the relevant state government and submit certificate of Registration issued from the Registering officer of the relevant state Government (Labour Department). For enactment of this Act, the tenderer shall be required to pay @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.

17.0 **STUDY OF DRAWINGS AND LOCAL CONDITIONS:**

17.1 The drawings for the works can be seen in the office of the Chief Engineer office. It should be noted that these drawings are meant for general guidance only and the Railway may suitably modify them during the execution of work according to the circumstances without making the Railways liable for any claims on account of such changes.

17.2 If there is any variation between the description in the tender and the detailed plans, the Engineer-in-Charge will operate the correct description and his decision is final and binding on the tenderer/Contractor.
17.3 The Tenderer/Contractor is required to inspect the sites of works and acquaint himself with the site conditions, availability of approaches for transporting of men and materials, space and other factors relating to the works, availability of labour, electricity and water, etc., before quoting his rates. The extent of lead and lift involved in the execution of works and any difficulties involved in the execution of work should also be examined before formulating the rates for complete items of works described in the Schedule. The Tender submitted will be deemed to have been made after such inspection.

18.0 DRAWINGS FOR WORKS:

18.1 The percentage rates for the schedule items and itemised rates for the non-scheduled items quoted by the tenderer as may be accepted by the railways will, hold good irrespective of any changes, modifications, alterations, additions, omissions in the locations of structures and detailed drawings, specifications and/or the manner of executing the work.

18.2 It should be specifically noted that some of the detailed drawings may not have been finalised by the Railway and will, therefore, be supplied to the contractor as and when they are finalised on demand. No compensation whatsoever on this account shall be payable by the Railway Administration.

18.3 No claim whatsoever will be entertained by the Railway on account of any delay or hold up of the works arising out of delay in approval of drawings, changes, modifications, alterations, additions, omission and the site layout plans or detailed drawings and design and/or late supply of such material as are required to be arranged by the Railway or due to any other factor on Railway Accounts.

19.0 SERVICE ROADS:

19.1 The Railway does not undertake to provide any service roads for the movement of the contractor’s vehicles. The contractor can however make use of the service roads, where they exist free of charge. However, the railway shall not undertake to maintain them and the contractor shall maintain them at his own cost. In other places, the contractor should make his own arrangements for the movement of the vehicles and no extra rate shall be paid for this. The Railway reserves the right to make use of the roads formed and maintained by the contractor, as and when necessary, without any payment to the contractor.

19.2 In the event of the contractor forming the service roads where Railway land is not available or can not be given by the Railway for this purpose, it shall be clearly noted that the contractor shall make his own arrangements for obtaining the required land and the Railway shall not take any responsibility in this respect.

20.0 SETTING OUT OF WORKS:

20.1 The Contractor shall be responsible for the true and proper setting out of the works for correctness of the position, level, dimensions and alignment of all parts of the work and for provisions of all necessary pegs, reference pillars, instruments, equipments and appliances and labour in connection therewith. If at any time during the progress of the work, any error shall appear or arise in the position of levels, dimensions or alignments at any part of the works, the Contractor on being required to do so by the
Engineer-in-charge shall at his own expense rectify such errors to the satisfaction of the Engineer-in-charge and he shall carefully protect, preserve, secure all bench marks, site rails, pegs, reference pillars and other things used in setting out of the works.

20.2 The Contractor shall have sufficient number of survey instruments such as theodolites, levelling instruments, levelling staff etc., and arrange to set out the alignment at his cost and also establish necessary reference pillars as required and directed by the Engineer. He must set out the location of piers and abutments.

20.3 The Contractor must establish sufficient number of bench marks at close intervals as directed by the Engineer-in-charge and take cross sections at specified intervals in the presence of the Engineer or his representative which shall be jointly signed. Necessary level books, will be supplied by the Railway for recording these levels. The Earthwork/ cross sections based on these will be plotted in graph sheets by the Contractor and submitted to the Railway along with the relevant level books and calculations for the quantities of earthwork for necessary check and approval.

20.4 The Contractor must take up the work only after submitting the level books, cross section sheets, quantities and after these are finally approved by the Engineer-in-charge. Similarly on completion of the work, necessary cross sections must be taken, plotted in the sheets and the quantity worked out and submitted to the Railway for verification and checking. No extra payment would be made for this and the rates for earthwork are deemed to be inclusive of this.

20.5 No separate payment will be made for site clearance or jungle clearance or shrub clearance, brush wood, grass and other obstructions including small trees of girth not exceeding 30cm. either in connection with structures, drain, etc. and the rates accepted in this contract are deemed to include all such costs except dismantlement of structure if any which will be paid for suitably under USSOR.

21.0 REGARDING OBSTRUCTIONS:

21.1 Any obstructions such as service lines, water pipe lines, cables, sewerages etc., met with during the progress of the work shall immediately be reported to the Engineer-in-charge and the department shall make necessary arrangements for removal of such obstructions.

21.2 If the existing mains are affected during excavation of foundations, Temporary/Permanent arrangements for maintaining continuous flow though the sewer/water mains will have to be made by the Contractor, duly realigning the sewer/water mains, underground cables, etc., at extra cost separately by negotiating rate or shall be got done through separate agencies.

21.3 The works shall be carried out without any interference to the normal working of the Railway track and structures.

21.4 The Contractor shall be responsible for any loss/damage to Railway and public property or third party’s property. If it occurs during the course of execution, the Railway reserves its right to have the damages made good by the Contractor.
21.5 The contractor must ensure the safety of labourers engaged by him during the course of execution of work and/or while crossing the track and the Railway will not be responsible for any injury sustained by the labourer or for any fatal accident and the Contractor should bear all the loss and expenditure involved.

22.0 **WATER SUPPLY**

Contractor shall make his own arrangements for water requirements of the work. However, ICF administration may supply water at the rates as may be fixed from time to time. Water may be collected at a point where supply of water may be available and necessary pipeline arrangements will have to be done by the contractor at his expense to draw his requirements from those sources.

23.0 **ELECTRIC SUPPLY:**

Railways do not guarantee supply of electricity for the work. However, Electricity if required will be arranged by this Administration at a suitable point within the premises. Further, wiring if any required will be done by the contractor at his expenses. Necessary charges for hiring of meter, Electric Energy charges etc. as per rules in force shall be borne by the contractor. The contractor shall also be responsible for all safety measures in drawing such electrical outlets.

24.0 **MATERIAL, TOOLS & PLANTS**

24.1 The materials that are to be supplied and used for the work by the Contractor should be got approved by the Engineer-in-charge before use / procurement.

24.2 Contractor should make his own arrangements for the required vehicles and/or Earth moving equipments such as poclain, dozers, scrappers, excavators dumpers/tippers, tractors, cranes, lorries, etc., and other tools and plants, machinery like Earth work compacting equipment, equipment for testing soils, road rollers, etc., for the expeditious progress of work and operate them at his own cost with his men and consumable stores.

25.0 **ANTI LARVAL TREATMENT:**

The Contractor shall be responsible for anti-larval work at his cost during progress of works as may be prescribed by the Engineer on the advice of the Railway Medical Authority and where the use of insecticides is involved, it shall be made in accordance with the provision of the Act and Rules in this behalf, at the cost of the Contractor, who shall also be solely responsible for any acts or omissions under the provision of the aforesaid rules.

26.0 **DISPOSAL OF SURPLUS EXCAVATED MATERIALS:**

26.1 The Contractor shall at all time keep the site free from all surplus earth, surplus materials and all rubbish which shall arise from the works and should dispose off the surplus excavated materials as ordered by the Engineer-in-charge failing which it will be done at the cost of the Contractor and cost will be deducted from his dues.
26.2 The Contractor shall within 15 days of completion of entire works remove all unused surplus materials, tools, plants, staging, and refuge or other materials produced by his operations and shall leave the site in a clear and tidy condition.

27.0 DISMANTLING OPERATIONS:

27.1 Dismantling operations are to be carried out at the sole risk and liability of the contractor.

27.2 The contractor shall take due care to ensure that during dismantling, released materials, debris, etc. do not fall down and cause any obstructions or damage for Railway property.

27.3 Released materials and other debris of dismantling should be removed and stacked at places as directed by the Engineer-in-charge and no extra lead or lift shall be paid on this account.

28.0 EMERGENCY WORK:

28.1 In the event of any accident or failure occurring in or around the work or arising out of or in connection with the construction, completion or maintenance of the work which in the opinion of the Engineer require immediate attention, the Railway may with its own workmen or any other agency execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor is not in a position to do so in time and charge the cost thereof, as to be determined by the Chief Engineer to the contractor.

28.2 In the event of any accidents/natural calamities, Railway reserves its right to draft the vehicles and Plant & Machinery of contractors to attend to the emergencies. Hire charges and other costs will be determined by the Engineer-in-charge.
29.0 **HIRING OF RAILWAY’S PLANTS, MACHINERY ETC.**

a) The Railway not being bound for supply of any plant whatever to the contractor may, if the circumstances permit, give to the contractor on hire such plant as are available. Provided the contractor applies for them and gives in writing his acceptance of the rate and terms of hire charges. Where the Railways is satisfied that the contractor has got the requisite organisation for operations and maintenance of these plants, the hire terms would exclude the consumable stores, operation charges etc., in which case the contractor shall undertake to do these things himself at his own cost outside the rates and terms of hire. Where the Railways is not satisfied with the contractor ability to maintain and operate the plant, the hire terms shall include in the hire charges, the cost of consumable stores and operation charge etc.,. The plant and machinery will be normally made over at the nearest construction store depot and they will have to be transported at the contractor cost to the work spot and returned to the same construction depot after the work is over.

The period of hire of the plant and machinery will be from the date of their handing over to the contractor to the date of their return by the contractor, both days inclusive except for the days the plant remains out of order for reasons beyond the control of the contractor or stops for periodical overhauling as certified by the Engineer-in-charge in both case. The contractor is entirely responsible for the safety and proper upkeep of such machines and plant while in his custody. The cost of the plant and machinery not returned to the store depot in good order, fair wear and tear expected shall be recovered at the market rate of the plant and machinery from the running bills.

b) Railways may give on hire to the tenderer/contractor such material as rails, steel crib, and released BG/MG wooden sleepers, if available, for use in execution of the work at the nearest Construction Stores Depot. The Contractor shall take over and transport the same to the site of work at his own cost and also take all reasonable care of such materials and shall be responsible for all damages or loss. The Contractor shall sign accountable receipt for such material handed over to him by the Engineer and on completion of the work shall hand over the same to the Engineer at the same Construction Depot in good order, fair wear and tear expected, and shall be responsible for any failure to account for the same or any damage thereto. The cost of any materials not returned to the store depot will be recovered at the market rate of the materials from the running bills. The extent of recovery towards compensation for the loss or wear or damage to the materials other than fair wear and tear shall be decided upon by the Railway depending upon the merits of each case and the decision of the Engineer shall be conclusive and final. The period of hire of the materials will be from the date the materials are issued to the Contractor till the date they are returned to the stores depot.

c) Hire charges as fixed by the Railway Administration for various materials during the currency of the contract will be based in terms of the market rates prevailing on that date for the materials taken on HIRE and shall be binding on the Tenderer/Contractor.
(d) Payments as specified in the schedule will alone be admissible. No site installation charges will be payable and the tenders with such conditions are liable to be rejected.

(e) Stones, metal, sand etc., of approved quality shall be collected from outside Railway limits as per the nomenclature of the items of work and the Contractor shall pay all seigniorage and other incidental charges that may be involved.

(f) Any obstructions such as service lines, water pipe lines, cables, sewerage’s etc., met with during the progress of the work should immediately be reported to the Engineer-in-Charge and the department shall make necessary arrangements for removal of such obstructions.

(g) Temporary/permanent arrangements for maintaining continuous flow through the sewer/water mains will have to be made by the Contractor if the existing mains are affected during excavation of foundations, duly realigning the sewer/water mains, underground cables, etc., at extra cost separately by negotiating rate or shall be got done through separate agencies.

(h) The works should be carried out without any interference to the normal working of the Railway.

(i) The Contractor shall be responsible for any loss / damage to Railway and public property or third party’s property if it occurs during the course of execution and the Railway reserves its right to have the damages made good by the Contractor.

(j) The Contractor must ensure the safety of laboureres engaged by him during the course of execution of work. The Railway will not be responsible for any injury sustained by the labourer or for any fatal accident and the Contractor should bear all the loss and expenditure involved.

(k) The Contractor should make his own arrangements for the required vehicles such as tractors, lorries, etc., and other tools and plants, machinery like Air Compressors, curing appliances, vibrators, concrete mixers with crew and consumable stores and other accessories, for the expeditious progress of work and operate them at his own cost with his men and consumable stores.

30. **UNFORESEEN ITEMS OF WORKS:**

In the course of work, any unforeseen item of work, not already covered by the accepted schedule of rates is required to be executed, the same shall be executed at the rates set forth in the “Southern Railway Engineering Department’s Schedule of Rates” modified by the tender percentage. Where such items are not contained in the Southern Railway SOR, the rates for the same shall be fixed by mutual agreement, as prescribed in Clause No. 39 of GCC.
31.0 **MAINTAINING RECORD OF CONSTRUCTION WORK:**

31.1 The contractor shall maintain accurate, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all reasonable times. Records of tests made shall be handed over to the Engineer's representative after carrying out the tests.

31.2 The following registers will be maintained at site by the contractor:

i. **Site Order Register:**

   The contractor shall promptly sign orders given therein by the Engineer or his representative or his superior officers and comply with them. The compliance shall be reported by the contractor to the Engineer in good time so that it can be checked.

ii. **Cement register:**

   This register will be maintained to record daily receipt and issue of cement, thus indicating the balance quantity. The quantum of work done for the cement issued on particular date will also be mentioned.

iii. **Steel register:**

   This register will be maintained to record the receipts of steel items and details of reinforcement and members wherever steel is used.

iv. **Labour register**

   This register will be maintained to show daily strength of labour in different categories employed by the contractor.

v. **Plant and machinery register**

   This register will record daily particulars of machinery with the contractor and will be signed jointly by the Engineer's representative and the contractor.

vi. **Log book of events**

vii. **Compaction register**

viii. **Soil samples test register.**

ix. **Hindrance register**

x. **Other registers ordered by the Engineer**

32.0 **CONTRACTOR’S LABOUR:**

32.1 **Bonded Labour System (Abolition) Ordinance 1975** would apply to the present contract. The Contractor shall duly observe the provisions thereof.

32.2 The Contractor shall employ the following minimum technical staff during the execution of this work.

a. One Graduate Engineer when the cost of the work to be executed is Rs.200 lakhs and above.
b. One qualified diploma holder Engineer when the cost of the work to be executed is more than Rs. 25 lakhs but less than Rs.200 lakhs.

32.3 The Contractor should also maintain a site office at his own cost for where he or his authorised representative would be available for taking instructions and discussions. In addition, technical staff should be available at site whenever required by the Engineer - in - charge to take instruction. In case the Contractor fails to employ the technical staff as aforesaid, he shall be liable to pay an amount of Rs. 40,000/- (Rupees forty thousand only) for each month or part thereof for the default period in case of Graduate Engineer and Rs.25,000/- (Rupees twenty five thousand only) for each month or part thereof for the default period in case of Diploma holder (Engineer).

32.4 The decision of the Engineer - in -charge as to the period for which the required technical staff is to be employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor.

32.5 The Administration shall also have the right to terminate the contract in case of default by contractor.

33.0 SAFETY OF LABOUR:

33.1 The contractor shall ensure that all his workmen wear PPE (Personal Protective Equipment's) commensurate with the severity of work.

As per Tamilnadu Factories Rules, 1950, Rule No.61A, any person working at height of more than 2m, should work with safety belt in order to prevent falling of person from height. It is the responsibility of the contractor to provide required safety equipment like safety belt etc. Any violation in this regard will be viewed very serious.

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

33.3 The contractor shall ensure that all wastes generated by his activities/works are moved to the respective dump sites or taken for recycling at ICF.

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

33.5 The contractor has to ensure that all his material handling equipment's / Transport vehicles are emission tested.

33.6 The contractor has to ensure that his activities are in tune with the ICF EMS policy.

33.7 The contractor’s staff must be aware of contents of MSDS(Master Safety Data Sheet) in respect of Chemicals / Materials.

33.8 The contractor’s staff shall be competent to operate emergency applications like fire extinguishers.

33.9 The contractor’s staff shall be competent in the areas where in the contract is awarded eg. to operate ETPs at ICF by evaluating through skill matrix by concerned officials.
34.0 **PENALTY DUE TO UNSAFE WORK:**
The Contractor should strictly arrange to engage the labourers wearing proper personal protection equipments while doing their jobs and to adhere the safety norms. In the event of any violation of any of the provisions as mentioned above in various clauses, the Occupier of the factory or the Competent Authority will impose penalty and / or fine on the erring contractors and if the contravention is continued after imposition of penalty / fine, with a further fine for each day or termination of agreement(s) as decided by the Competent Authority.

35.0 **CONTRACTORS RESPONSIBILITIES FOR TEMPORARY WORKS AND MATERIALS :**

35.1. The contractor shall before handing over the works or part thereof to the Railway dismantle and remove all temporary works and temporary materials, but such removal shall not be effected without the previous written approval of the Engineer and the contractor shall comply with the directions (if any) given by him as to the method or removal and/or disposal.

36.0 **NOTICE TO PUBLIC BODIES:**

The contractor(s) shall give to the Municipality, Police and other authorities, all notices that may be required by law and obtain all requisition licenses for temporary obstructions, enclosures and pay all fees, taxes and changes, which may be leviable on account of his operations in executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights etc., required at night.

37.0. **SUPPLY OF MATERIALS BY THE CONTRACTORS**

37.1. Materials used in the work by the contractor shall conform to the Southern Railway Standard specifications and the relevant BIS/I.R.S specifications, and should be approved by the Engineer-in-charge before utilizing them on works.

37.2 It should be clearly understood that the tendered rates include wastage and wash away due to rains, storms, floods or any other cause whatsoever.

37.3 No loading, unloading, lead, lift, stacking, octroi, sales tax, toll tax, royalty or any other charges will be paid for the materials, tools and plants and tools arranged and brought by the contractor to the site of work.

38.0. **PERIOD OF COMPLETION:**
The entire work shall be completed in all respect within **06 (six) Months** from the date of issue of letter of acceptance of this tender.
39.0 **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.

40.0. **MAINTENANCE PERIOD**

40.1 The contractor shall maintain at his expense the work executed by him, for a period of **06 (six) Months** after the completion of the work in all respect and handing over to this Administration. The contractor shall be responsible during the maintenance period to make good at his expense any defect brought to the notice of the contractor by the Engineer-in-charge.

40.2. The contractor shall apply and obtain necessary permits for his staff and labourers to work inside the factory area. The working hours shall be between 7.00 to 16.30 hours from Monday to Friday with a lunch break between 11.30 to 12.30 hours and between 7.00 hours and 12.00 hours on Saturdays unless otherwise permitted by the Engineer-in-charge. The contractor will be responsible for the discipline of the men engaged by him inside the work shop area of work and shall not go around the workshop. The contractor shall ensure that the labourers employed by him inside the workshop comply with all instructions given by the Security staff on duty.

40.3. 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.

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

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

41.2 The quantities of various items given in the Schedules for the works to be executed are only approximate and are for the guidance of the contractor. As far as possible, they have been assessed correctly but are likely to vary during the execution of the work. The Contractor’s attention is drawn to clause 42 of the General Conditions of contract dealing with variation in quantities.
41.3 In the event of any reduction in the quantities to be executed for any reason whatsoever, the contractor shall not be entitled for any compensation but shall be paid only for the actual quantity of work done, at the agreement rates.

41.4 When the gross value of the work to be executed is likely to increase in excess of 25% of the original value of the agreement, the Contractor should notify the Engineer-in-Charge at least THIRTY DAYS before such necessity arises.

41.5 Individual Non-Schedule items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate.

41.6 1. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item will be operated in excess of 125% of the agreement quantity subject to the following conditions:
   (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade:
      (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
      (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
      (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
   (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
   (c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO and approval of General Manager.

2. In cases where decrease is involved during execution of contract:
   (a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
   (b) 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.
   (c) It should be certified that the work proposed to be reduced will not be required in the same work.

3. 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.

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

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

6. 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.

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

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

9. 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.

42.0 VITIATION CLAUSE:
42.1 In the event of Vitiation occurring due to increase or decrease in quantities among the first, second and third lowest valid tenderers, the vitiation shall be to contractor’s account. The total value of the work done shall be calculated at the rate offered by those tenderers and the amount payable shall be limited to the lowest aggregate value as worked out.

42.2 Vitiation as above shall be worked out as a whole for Agreement including all variations in quantities.


Applicable only for contracts of value (Contract Agreement value) Rs.50 lakh and more, irrespective of the contract completion period or otherwise specified in the tender schedule.

43.1 Price Variation Clause (PVC) shall be applicable only for contracts of value as prescribed by the Ministry of Railways through instructions / Circulars issued from time to time and irrespective of the contract completion period. Variation in quantities shall not be taken into account for applicability of PVC in the contract. Materials supplied free of cost by Railway to the contractors shall fall outside the purview of Price Variation Clause. If, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate such payments shall be excluded from the gross value of the work for purpose of payment/recovery of price variation.
43.2 Applicability of PVC based on original contract value is illustrated as under—
“*If estimated value of a tender (N.I.T. value) is Rs. 55 lakh; but value of the contract as per Contract Agreement is Rs. 45 lakh, then PVC shall not apply, even if the actual final value is Rs. 50 lakh or more due to variation in quantities during execution of the contract. Thus, variation in quantities after signing of Contract Agreement is not relevant for deciding whether PVC is applicable to a contract or not.*”

43.3 The Base Month for ‘Price Variation Clause’ shall be taken as month of opening of tender including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the month of opening of tender. The Price Variation shall be based on the average Price Index of the quarter under consideration.

43.4 Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price Variation Clause given hereunder.

43.5 Adjustment for variation in prices of material, labour, fuel, explosives, detonators, steel, concreting, ferrous, non-ferrous, insulators, zinc and cement shall be determined in the manner prescribed.

43.6 Components of various items in a contract on which variation in prices be admissible, shall be Material, Labour, Fuel, Explosives, Detonators, Steel, Cement, Concreting, Ferrous, Non-ferrous, Insulator, Zinc, Erection etc. However, for fixed components, no price variation shall be admissible.

43.7 The percentages of labour component, material component, fuel component etc. in various types of Engineering Works shall be as under:

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>PERCENTAGE</th>
<th>COMPONENT</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) Earthwork Contracts :</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labour Component</td>
<td>50 %</td>
<td>Other Material Components</td>
<td>15 %</td>
</tr>
<tr>
<td>Fuel Component</td>
<td>20 %</td>
<td>Fixed Component*</td>
<td>15 %</td>
</tr>
<tr>
<td>(B) Ballast and Quarry Products Contracts :</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labour Component</td>
<td>55 %</td>
<td>Other Material Components</td>
<td>15 %</td>
</tr>
<tr>
<td>Fuel Component</td>
<td>15 %</td>
<td>Fixed Component*</td>
<td>15 %</td>
</tr>
<tr>
<td>(C) Tunnelling Contracts :</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labour Component</td>
<td>45 %</td>
<td>Detonators Component</td>
<td>5 %</td>
</tr>
<tr>
<td>Fuel Component</td>
<td>15 %</td>
<td>Other Material Components</td>
<td>5 %</td>
</tr>
<tr>
<td>Explosive Component</td>
<td>15 %</td>
<td>Fixed Component*</td>
<td>15 %</td>
</tr>
<tr>
<td>(D) Other Works Contracts :</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labour Component</td>
<td>30 %</td>
<td>Fuel Component</td>
<td>15 %</td>
</tr>
<tr>
<td>Material Component</td>
<td>40 %</td>
<td>Fixed Component*</td>
<td>15 %</td>
</tr>
</tbody>
</table>

* It shall not be considered for any price variation.

The Amount of variation in prices in several components (labour, material etc.) shall be worked out by the following formulae:
(i) \[ L = \frac{W \times (L_Q-L_B)}{L_B} \times \frac{L_C}{100} \]

(ii) \[ M = \frac{W \times (M_Q-M_B)}{M_B} \times \frac{M_C}{100} \]

(iii) \[ F = \frac{W \times (F_Q-F_B)}{F_B} \times \frac{F_C}{100} \]

(iv) \[ E = \frac{W \times (E_Q-E_B)}{E_B} \times \frac{E_C}{100} \]

(v) \[ D = \frac{W \times (D_Q-D_B)}{D_B} \times \frac{D_C}{100} \]

(vi) \[ S = S_W \times (S_Q-S_B) \]

(vii) \[ C = C_v \times (C_Q - C_B) / C_B \]

For Railway Electrification Works:

(viii) \[ T = \left[ \frac{(C_S-C_O)/C_O \times 0.4136}{0.4136} \right] \times T_C \]

(ix) \[ R = \left[ \frac{(R_T - R_0)}{R_0} + \frac{(Z_T - Z_0)}{Z_0} \times 0.06 \right] \times R_C \]

(x) \[ N = \left[ \frac{(P_T - P_0)}{P_0} \right] \times N_C \]

(xi) \[ Z = \left[ \frac{(Z_T-Z_0)}{Z_0} \right] \times Z_C \]

(xii) \[ I = \left[ \frac{(I_T-I_0)}{I_T} \right] \times 85 \]

Where,

L  Amount of price variation in Labour
M  Amount of price variation in Materials
F  Amount of price variation in Fuel
E  Amount of price variation in Explosives
D  Amount of price variation in Detonators
S  Amount of price variation in Steel
C  Amount of price variation in Cement
T  Amount of price variation in Concreting
R  Amount of price variation in Ferrous Items
<table>
<thead>
<tr>
<th>Symbol</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>Amount of price variation in Non- Ferrous Items</td>
</tr>
<tr>
<td>Z</td>
<td>Amount of price variation in Zinc</td>
</tr>
<tr>
<td>I</td>
<td>Amount of price variation in Insulator</td>
</tr>
<tr>
<td>LC</td>
<td>% of Labour Component</td>
</tr>
<tr>
<td>MC</td>
<td>% of Material component</td>
</tr>
<tr>
<td>FC</td>
<td>% of Fuel component</td>
</tr>
<tr>
<td>EC</td>
<td>% of Explosive component</td>
</tr>
<tr>
<td>DC</td>
<td>% of Detonators component</td>
</tr>
<tr>
<td>TC</td>
<td>% of Concreting component</td>
</tr>
<tr>
<td>RC</td>
<td>% of Ferrous component</td>
</tr>
<tr>
<td>NC</td>
<td>% of Non- Ferrous component</td>
</tr>
<tr>
<td>ZC</td>
<td>% of Zinc component</td>
</tr>
<tr>
<td>W</td>
<td>Gross value of work done by contractor as per on-account bill(s), excluding cost of materials supplied by Railway at fixed price, minus the price values of cement &amp; steel. This will also exclude specific payment, if any, to be made to the consultants engaged by contractors (such payment shall be indicated in the contractor’s offer).</td>
</tr>
</tbody>
</table>

**LB** Consumer price Index Number for Industrial Workers – All India : Published in R.B.I Bulletin for the base period.

**LQ** Consumer Price Index Number for Industrial Workers – All India : Published in R.B.I Bulletin for the average price index of the 3 months of the quarter under consideration.

**MB** Index Number of Wholesale Prices – By Groups and Sub – Groups : All commodities – as published in the R.B.I Bulletin for the base period.

**MQ** Index Number of Wholesale Prices – By Groups and Sub-Groups : All commodities – as published in the R.B.I Bulletin for the average price index of the 3 months of the quarter under consideration.

**FB** Index Number of Wholesale Prices – By Groups and Sub-Groups for Fuel and Power as published in the R.B.I Bulletin for the base period.
**F_Q**  Index Number of Wholesale Prices – By Groups and Sub-Groups for Fuel and Power as published in the R.B.I Bulletin for the average price index of the 3 months of the quarter under consideration.

**E_B**  Cost of explosives, as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of explosives are made by the contractor for the base period.

**E_Q**  Cost of explosives, as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of explosives are made by the contractor for the average price index of the 3 months of the quarter under consideration.

**D_B**  Cost of detonators, as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of detonators are made by the contractor for the base period.

**D_Q**  Cost of detonators, as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of detonators are made by the contractor for the average price index of the 3 months of the quarter under consideration.

**S_W**  Weight of steel in tonne, supplied by the contractor as per the ‘on-account’ bill for the month under consideration.

**S_Q**  SAIL’s (Steel Authority of India Limited) ex-works price plus Excise Duty thereof (in rupees per tonne) for the relevant category of steel supplied by the contractor, as prevailing on the first day of the month in which the steel was purchased by the contractor (or) as prevailing on the first day of the month in which steel was brought to the site by the contractor, whichever is lower.

**S_B**  SAIL’s ex-works price plus Excise Duty thereof (in Rs. Per tone) for the relevant category of steel supplied by the contractor as prevailing on the first day of the month in which the tender was opened.

**C_V**  Value of Cement supplied by Contractor as per on account bill in the quarter under consideration.

**C_B**  Index No. of Wholesale price of sub-group (of cement and lime) as published in RBI Bulletin for the base period.

**C_Q**  Index No. of Wholesale price of sub-group (of cement and lime) as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration.

**C_S**  RBI wholesale price index for cement & Lime for the month which is six months prior to date of casting of foundation.
\[ C_0 \] RBI wholesale price index for cement & Lime for the month which is one month prior to date of opening of tender.

\[ R_T \] IEEMA price index for Iron & Steel for the month which is two months prior to date of inspection of material.

\[ R_O \] IEEMA price index for Iron & Steel for the month which is one month prior to date of opening of tender.

\[ P_T \] IEEMA price for Copper wire bar for the month which is two months prior to date of inspection of material.

\[ P_O \] IEEMA price for Copper wire bar for the month which is one month prior to date of opening of tender.

\[ Z_T \] IEEMA price for Zinc for the month which is two months prior to date of inspection of material.

\[ Z_O \] IEEMA price for Zinc for the month which is one month prior to date of opening of tender.

\[ I_T \] RBI wholesale price index for Structural Clay Products for the month which is two months prior to date of inspection of material.

\[ I_O \] RBI wholesale price index for Structural Clay Products for the month which is one month prior to date of opening of tender.

43.8 The demands for escalation of cost shall be allowed on the basis of provisional indices made available by Reserve Bank of India. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

43.9 Relevant categories of steel for the purpose of operating price Variation formula, as mentioned in this Clause, based on SAIL’s ex-works price plus Excise Duty thereof, shall be as under:

<table>
<thead>
<tr>
<th>SL</th>
<th>Category of Steel supplied in Railway Work</th>
<th>Category of Steel produced By SAIL Whose Ex-Works Price plus Excise Duty Would be Adopted To Determine Price Variation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Reinforcement bars and other rounds</td>
<td>TMT 8mm IS 1786 Fe 415/Fe 500</td>
</tr>
<tr>
<td>2</td>
<td>All types and sizes of angles</td>
<td>Angle 65 x65x6mm IS 2062 E 250A SK</td>
</tr>
<tr>
<td>3</td>
<td>All types and sizes of plates</td>
<td>PM plates above 10-20 mm IS 2062 E250A SK</td>
</tr>
<tr>
<td>4</td>
<td>All types and sizes of channels and joists</td>
<td>Channels 200 x 75 mm IS 2062 E250A SK</td>
</tr>
<tr>
<td>5</td>
<td>Any other section of steel not covered in the above categories and excluding HTS</td>
<td>Average of price for the 3 categories covered under SL 1,2 &amp; 3 above</td>
</tr>
</tbody>
</table>
43.10 Price Variation During Extended Period of Contract:

The price adjustment as worked out above, i.e., either increase or decrease shall be applicable up to the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17-A of the General Conditions of Contract. However, where extension of time has been granted due to contractor’s failure under Clause 17-B of the General Conditions of Contract, price adjustment shall be done as follows:

(a) In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17-A, the price adjustment for the period of extension granted under Clause 17-B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17-A of the General Conditions of Contract: as the case may be.

(b) In case the indices fall below the indices applicable to the last month of original/extended period of completion under Clause 17-A, as the case maybe; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17- B of the General Conditions of Contract.

44.0 KNOWLEDGE OF SAFETY RULES:

The contractor’s executives/supervisors should have adequate knowledge of safety rules while working adjacent to Railway line. If necessary the contractor will be asked to nominate the supervisors for any training which is organized by the Railways and the expenditure towards training will be borne by the Contractor.

44.1 SAFETY MEASURES

The Tenderers/Contractors should follow the adequate safety measures and precautions to prevent occurrence of any untoward accidents / incidents at the working sites for the following obvious reasons:

1) To prevent falling of person when working at height
2) To prevent falling of materials from height
3) Providing of suitable scaffolding for better handling of men and materials
4) Provision of suitable working platform for the employee when working at height
5) Provision of suitable ladders to climb for the required height
6) Using suitable lifting machineries to handle the materials
7) Using suitable tackles to lift the materials
8) Providing suitable PPEs (Personal Protective Equipments) to protect the employees
9) Provision of safety net in and around the working zone if the nature of work involvement is for the replacement of age old asbestos sheets at higher altitude to prevent falling of persons and materials
10) For any portable electrical apparatus used inside factory premises, the contractor shall use only the Industrial type plug tops for any tapping of power supply to the equipments like hand drilling machine, hand lamps, welding sets etc., and not by inserting wires from plug sockets and earthing arrangement should be sound.
11) **Replacement/repairs to AC Sheet / Gutter / PVC pipe / polycarbonate sheet/painting, fixing roof vent etc. inside both factories wherever electrical conductors are available to be carried out after obtaining power block only.**

12) Flexible cables shall not be used for portable or transportable electrical equipments like drilling machines, welding sets or any other apparatus unless they are adequately insulated and protected from mechanical injury.

13) If the protection of the cable is by means of metallic covering the covering shall be earthed.

If the work is awarded inside factory premises, prior permission has to be obtained from the occupier of the factory (namely, CWE/Shell for Shell division & CWE/Fur for Furnishing division) stating that the above safety measures would be complied scrupulously. **Any deviation / violation in the above said conditions would result in termination of the work permit.** Further appropriate action as deemed fit will be initiated against the firm as per rules.

44.2 In order to prevent any fire hazards inside factory premises, Chief Mechanical Engineer (CME) of ICF has issued strict instructions that the contract labourers of the Tenderer / Contractor should not smoke inside the factory premises, at the working spot and surroundings. The committee comprising Chief Safety officer and other Senior Officers in-charge for production at factory have reiterated that the contractors have to ensure that their supervisors and labourers comply with the above instructions strictly failing which appropriate penalty would be levied, termination of contract would be taken, as deemed necessary.

45.0 **IMPOSITION OF PENALTY / FINE ON THE ERRING CONTRACTORS**

The Contractor should strictly arrange to engage the labourers wearing proper personal protection equipments while doing their jobs and to adhere the safety norms. In the event of any violation of any of the provisions as mentioned above in various clauses, the Occupier of the factory or the Competent Authority will impose penalty and / or fine on the erring contractors and if the contravention is continued after imposition of penalty / fine, with a further fine for each day or termination of agreement(s) as decided by the Competent Authority.

46.0 **PAYMENT OF CONTRACTORS BILLS (Applicable only for advertised tender value less than Rs.50 lakhs)**

46.1. The contractor shall be permitted to claim bills of value minimum of 10% of the total agreement value at a particular instant.

46.2 **PAYMENT OF CONTRACTORS BILLS THROUGH ELECTRONIC FUND TRANSFER (EFT)**

The Tenderer should submit the consent in a mandate form for receipt of payment through EFT 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 and indicate their EFT (Electronic Fund Transfer) contractor code number (allotted, if any) etc for payment at Annexure –XII.
Further, the tenderer should also submit certificate from their bank certifying the correctness of all above mentioned information in the mandate form. In case of non-payment through EFT or where EFT facility is not available, payment will released through cheque through RPAD.

46.3 The Tenderer while quoting should indicate their TIN No. & PAN No.
   TIN NO:
   PAN NO:

46.4 The Tenderer / contractor should indicate their EFT (Electronic Fund Transfer) contractor code number (allotted, if any) for payment EFT contractor code no.:  

46.5 The payment for supplies made to this administration and for works executed will be paid through Cheques and sent through the Speed Post Acknowledgment Due, duly recovering the actual cost from the Firms/Contractors’ bills. However, if the firm/contractor desires to receive the cheque by RPAD, they have to explicitly state the same on the bill and the cost of RPAD will be borne by the Administration.

47.0 **Provision of First – Aid Facilities** - They shall be provided and maintained by the contractor so as to be readily accessible during all working hours first-aid box equipped with the prescribed contents at every place where contract labour is employed by him.

48.0 **ENTRY PERMIT**
   If the work awarded is inside factory premises the Agency / Contractor has to obtain permission from Manager of the factory (Shell / Furnishing) as applicable, before commencing the work as per ISO norms and is instructed to comply the safety measures as prescribed. Necessary entry permits would be issued, only after obtaining permission from the Manager of the factory (Shell / Furnishing).

49.0 **Provision of Factories Act – (If the work is done inside the factory premises)**
   (a) Whenever any employee or contract worker climbs on the roof, the contractor / supervisor has to obtain a proper permission in writing

   (b) The Inspector of Factory mentioned that all contractors working within the premises of factory should be registered. The application for registration has to be submitted to the Chief Safety Officer, before commencement of work

   (c) If any contractor employs more than 20 staff, the contractor should obtain license from the Inspector of Factories. This license is valid for one year and has to be renewed constantly

   (d) It should be ensured that all the contract employees engaged for the works are suitably insured.

   (e) Labour proposed to be engaged is above 18 years.

   (f) One contract worker can be engaged only by one contractor at a time. If another contractor wishes to engage the same labourer, the old permit has to be cancelled and returned back and new permit has to be obtained.
(g) Each contract worker should be issued a photo identity. Hence a photo copy of each contract worker has to be submitted, while applying for permits.

(h) The name of the work for which work permit / gate pass is issued be entered in the gate pass

The validity period for a period of three months only would be entered on the gate pass and can be renewed after expiry of the validity period.

50.0 **Purchase Preference Products (PPP) for products and Services of Central Public Sector Enterprises:**

*(for Tenders of Rs.5 crores and above but not exceeding Rs.100 Crores)*

Subject to other conditions of tender being equal, purchase preference will be granted to the Central Public Sector Enterprises (CPSEs) AT THE LOWEST VALID PRICE BID (L1) if the price quoted by the CPSE is within 10% of the L1 price.

This condition will apply to the contracts of value Rs.5 Crores and above but not exceeding Rs.100 Crores. If civil contracts are included as part of the contract for supply of goods and/or if the contract is a turnkey contract, such contracts would also be covered by PPP subject to the condition that the total value of contract does not exceed Rs.100 Crores.

PPP will apply only to CPSEs and their subsidiaries (i.e. PSE owns 51% or above share holding), but not to joint venture owned by PSE and a private sector party.

A minimum value addition of 20% by the CPSEs/Subsidiary companies by way of manufacturing and/or services would be a prerequisite for availing of purchase preference.

51.0 **LINE OF ACTION BY RAILWAYS / CONTRACTORS IN CASE OF ACCIDENTS/ NATURAL CALAMITIES**-

The vehicles and equipment of contractors can be drafted by Railway administration in case of accidents / natural calamities involving human lives.

52.0 “The Tenderer for carrying out any construction work in Tamilnadu must get themselves registered from the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the Tamilnadu Govt and submit certificate of Registration issued from the Registering Officer of the Tamilnadu Govt. (Labour Deptt.). For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.”

53.0 **SPECIAL INSTRUCTIONS AND SPECIFICATIONS FOR ZONAL CONTRACT**

These instructions and specifications should be read in conjunction with the general conditions of contract July-2014 as corrected upto date and specification under **Indian Railway standard specification for materials and works 2010 (Vol.I&II)** issued under authority of Railway Board.
1. This zonal contract shall include:

New works, additions and alterations to extg. structure special repairs works and supply of building materials subject to contract value of each such work not exceeding Rs.2,00,000/-

2. (i) The maintenance period for the works is 06 calendar months from the date of handing over.

(i) The maintenance period for wooden doors and windows to be supplied by the contractor shall be the same as that applicable to the other building and structural works viz. 6 months from the date of handing over. During which period if any structural work wrapping or crack develops in the wood work, so affected shall have to be replaced at the contractors cost.

(ii) In the case of timber works, the species of timber for use in doors and windows for both frames and shutters should be air seasoned or kiln seasoned. The 3 samples of wood shall be supplied and get approved by the XEN in charge.

(iii) Nine samples of each type of bricks to be supplied prior to be used on the works shall be deposited by the contractor. The bricks actually to be supplied or used on the works shall be as per the samples accepted.

3. The available Railway water sources can be utilized by the Contractor by making his own arrangements at his own expenses to effect the connection and lay additional pipe lines and accessories on the site as necessary and the contractor shall not be entitled to any compensation for interruption or failure of the water supply and payment has to be made by the Tenderer/ contractor towards water consumption charges. Railway water will be supplied only if available otherwise contractor has to make his own arrangements for water.

4. Use of raw materials secured with the govt. assistance where any raw materials for the execution of the contract are procured with the assistance of Govt. either by issue from Govt. stock or purchase under arrangements made or permits or license is by Govt. The contractor shall hold the said materials as trustee for the Govt. and use such materials economically and solely for the purpose of contract against which they are issued and not disposed to them without the permission of the Govt. but return them if that may be left to the govt. All surplus or unserviceable materials that may be left with him after the completion of the work or its termination for any reason whatsoever shall be returned to the govt. failing which the tenderer/ contractor shall pay such price as Govt. may fix with due regard to the condition of materials at the prevailing market rates. The freight charges for return of the materials according to the directive of the Govt. shall be borne by the contractor in the event of the contract being rescinded for nay fault on his part and the decision of Govt. shall be final and conclusive. In the event of breach of the aforesaid conditions, the contractor shall in addition to the throwing himself open to section for contravention of terms of the license(s) of the permit(s) and criminal breach of trust be liable to account to Govt. all moneys, advantage or profits would have resulted in the usual course of time by reasons for such breach.
5. The contractor has to quote a single percentage rate with the Southern Railway Unified Standard Schedule of Rates 2011 taking into account the value as detailed in each schedule.

6. The approximate value of contract for the period ending

   (i) The security deposit payable by the contractor after adjusting the EMD shall be recovered as indicated in clause 16 (i) of the general conditions of contract. Recovery at 10% from the each of the bills concerning the work orders may also be effected.

7. In case of failure of zonal contractor the particular work order/ work orders the loss sustained by the Rly. in completing the work or supply whichever is higher will be recovered from the contractor.

8. The approximate value of the work as shown in the tender floated by accepted percentage for the zone might be increased above the overall agreement value of 20% or Rs.1,00,000 whichever is higher and such work to the extent of variation shall be final and binding on the contractor and they cannot question or make any claim regarding the same at any stage. The percentage variation does not apply schedule wise, but applies to overall value of the agreement. The excess can be operated in one or more schedules as required by Engineer in charge. In case of savings in cement, steel and schedule ‘B’ items, value to that extent can be operated in schedule ‘A’ (SR USSOR items)

9. The Tenderer/Contractor should have working mobile/WLL/Cell phone connection for easy communication between him and the Railway administration and mobile/WLL/Cellphone numbers to be mentioned in the tender document.

Vide Railway Board letter No.2013/CE-I/CT/O/10/PVC/Pt.I, dated 27.1.2015, price variation clause is not applicable for zonal contracts and AMCs.

54.0. **Applicability of the Provisions of EPF Act, 1952 to contract Labourers.**

   EPF Act 1952 to contract Labourers is strictly followed to contract Labourers engaged by the contractors.

55.0. **ARBITRATION.**

   The Settlement of disputes in connection with the contract will be dealt with and governed by clause 63 & 64 of General Condition of Contract.

56.0. The special conditions are applicable wherever required according to nature of works and attached schedules.
SAFETY & HEALTH

1. The Factories Act – 1948 and Tamil Nadu Factories Rules – 1950 are to be followed if the work is done inside factory premises.
2. Contract Labour (Regulation & Abolition) Act, 1970 is to be followed.
3. Adequate and appropriate tools shall be issued.
4. All instrument used for the work is to be complied with Indian Electricity rules.
5. The instruments are used to be conformed to Indian Standards.
6. Staffs under your control should wear the personal protective equipments as per working condition to prevent injuries.
7. Suitable ladders/scaffolding are to be used for climb up and working at height.
8. Ensure adequate lighting at work place.
9. Contractor should follow the terms & conditions/instructions of ICF from time to time.
10. Activities other than the specified activities as per the contract clauses, which are assigned to you, are not permitted at our premises.
11. Ensure the Suitable guards are provided to the hand operating machine.
12. Suitable lifting machineries and tackles are to be used to handle the materials.
13. Any loss incurred to ICF because of your activities shall be charged on your account.
14. The equipments & materials stored at our premises are on your own risk.
15. Before start of work, proper shut down (if necessary) is to be undertaken for safety.
16. Before start of any work, appropriate Work Permits shall be obtained.
17. Off cuts and wastes generated during the course of your work, must be suitably disposed identified areas.
18. The renewal of permit will be issued only on the basis of performance of compliance of the said rules, regulations, conditions and safety norms.
19. The contractor shall engage qualified supervisors at the work site whenever men are engaged for work.
20. First aid box with adequate medicine are to be provided in the work area which would be readily accessible.
21. 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.
22. 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.
23. For accidents involving contractor staff inside factory, necessary compensation to the dependents of the staff and legal expenditure cost shall be borne on contractor’s account.
24. 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.
25. 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.
26. Staffs under your control are to be insured during the work period.
27. Registers in Form XIII, XVI, XIX, and XVII as per contract labour act shall be maintained.
28. Employment card in Form XIV should be issued to all workmen by the contractor.

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

30. 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

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

32. 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.

33. Spillage of Haz.materials, chemicals and oil shall be strictly avoided; incase of any leakage/spillage, it should be cleaned immediately.

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

35. 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

36. 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 violations of Safety instructions are noticed, the amount could be higher.

37. 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)
PART C

SCOPE OF THE WORK AND TENDER SCHEDULES
INTEGRAL COACH FACTORY

Name of Work : Provision of safety grill gate for Main entrance door, rear door, staircase door and balcony for left out quarters at ICF East colony.

Name and Address of the Tenderer/Contractor :

SCOPE OF WORK

This work is for “Provision of safety grill gate for Main entrance door, rear door, staircase door and balcony for left out quarters at ICF East colony.” This contract consists of demolishing brick work, providing and fixing M.S.grills, providing and laying cement concrete, plastering, painting with synthetic enamel paint, supply of cement etc as per schedule attached.

Note:
Replacement/repairs to AC Sheet/Gutter/PVC pipe/polycarbonate sheet/painting, fixing roof vent etc, inside both factories wherever electrical conductors are available to be carried out after obtaining power block only.

1.1 The items indicated in Schedule A are based on the Southern Railway Unified Standard Schedule of Rates 2011, for MAS Division Rates. Payment for this schedule will be made at the accepted percentage of schedule over the SR USSOR 2011. If any other items of works included in the Southern Railway Unified Standard Schedule of Rates 2011, for MAS Division Rates are required to be carried out in connection with this work, they shall also be carried out at the rates shown therein, enhanced or diminished as the case may be, by the same percentage as accepted. Specific prior approval shall be obtained for such items from the competent authority before operating the works.

1.2 Schedule – ‘A1’ & Schedule – ‘A2’ provides for items of the supply of Ordinary Portland cement and for Reinforcement Steel. However, payment for this schedule will be made at the accepted percentage over the total amount of schedule items under Southern Railway Unified Standard Schedule of Rates 2011, for MAS Division Rates.

1.3 Schedule – ‘B’ provides for items not covered under Southern Railway Unified Standard Schedule of Rates 2011. However, payment for this schedule will be made at the accepted percentage over the total amount of non-schedule items under this schedule.
1.4 Necessary test certificates will have to be produced by the Tenderer/contractor regarding the quality of cement and reinforcement steel which shall conform to the specification as indicated in part-'D’ of Special Condition of Contract.

2.1 The scope of work mentioned above is indicative and for general guidance only. Actual scope of work may vary as per Railway’s requirement and site conditions.

2.2 For further details about scope of work, the tenderers may contact Integral Coach Factory, Chennai.

3.0 Annexure `A`: Provides for the list of plans.

4.0 COMPLETION PERIOD : - The entire work shall be completed in all respect within **06 (six) MONTHS** from the date of issue of letter of acceptance of this tender.

<table>
<thead>
<tr>
<th>Signature of the Tenderer/Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
</tr>
<tr>
<td>Address</td>
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</tbody>
</table>
INTEGRAL COACH FACTORY, CHENNAI-38
SCHEDULE OF RATES

Name of the work : Provision of safety grill gate for Main entrance door, rear door, staircase door and balcony for left out quarters at ICF East colony.

Name & Address of the contractor :

Allocation No : 12/351/77/00/433/000 dt. 10.12.2015

Schedule-A (Items covered under SR USSOR 2011)
(Items of work that are covered under Southern Railway Unified Standard Schedule of Rates 2011 - For Chennai Division)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>SOR No.</th>
<th>Description of work</th>
<th>App. Qty</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>182010</td>
<td>Demolishing brick work including stacking of serviceable material and disposal of unserviceable material within 50m lead</td>
<td>1.25 m³</td>
<td>1 m³</td>
<td>444.52</td>
<td>555.65</td>
</tr>
<tr>
<td>1</td>
<td>182013</td>
<td>In cement mortar</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>021070</td>
<td>Loading/Unloading ballast, kankar, brickbats, stone-chips, shingle, stone boulders, block kankar, pitching stones, rubble stones, laterite, coal, surkhi, dry mortar, sand, moorum, earth, manure or sludge, ashes, lime etc. including lead up to 50m and stacking into/from trucks, trailers or wagons</td>
<td>2.50 m³</td>
<td>1 m³</td>
<td>47.97</td>
<td>119.93</td>
</tr>
<tr>
<td>3</td>
<td>021090</td>
<td>Leading ballast, kankar, brickbats, stone-chips, shingle, stone boulders, block kankar, pitching stones, rubble stones, laterite, coal, surkhi, dry mortar, sand, moorum, earth, manure or sludge, ashes, lime, debris, muck, malba, etc. for</td>
<td>1.25 m³</td>
<td>1 m³</td>
<td>74.06</td>
<td>92.58</td>
</tr>
<tr>
<td>Sl. No.</td>
<td>SOR No.</td>
<td>Description of work</td>
<td>App. Qty</td>
<td>Unit</td>
<td>Rate</td>
<td>Amount</td>
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<tr>
<td></td>
<td></td>
<td>lead upto 25 km. Note : Lead under this item is payable when the same exceeds 500m.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>074230</td>
<td>Providing and fixing M.S. grills of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. all complete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>074232</td>
<td>Fixed to opening / wooden frames with rawl plugs screws etc.</td>
<td>9500 kg</td>
<td>1 Kg</td>
<td>75.97</td>
<td>7,21,715.00</td>
</tr>
<tr>
<td>5</td>
<td>031020</td>
<td>Providing and laying cement concrete, up to plinth in retaining walls, walls (any thickness) including attached plasters, columns, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets etc, excluding the cost of cement and of shuttering, centering.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>031021</td>
<td>1:3:6 (1 cement : 3 sand : 6 graded stone aggregate 20mm nominal size)</td>
<td>1.25 m3</td>
<td>1m3</td>
<td>1869.69</td>
<td>2,337.11</td>
</tr>
<tr>
<td>6</td>
<td>111010</td>
<td>12mm cement plaster of mix -</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>111011</td>
<td>1:4 (1 cement : 4 fine sand)</td>
<td>20 m2</td>
<td>1 m2</td>
<td>70.54</td>
<td>1,410.80</td>
</tr>
<tr>
<td>7</td>
<td>115110</td>
<td>Finishing walls with water proofing cement paint of required shade two or more coats on new work applied @ 3.84 kg/10 sqm</td>
<td>20 m2</td>
<td>1 m2</td>
<td>42.91</td>
<td>858.20</td>
</tr>
<tr>
<td>8</td>
<td>121010</td>
<td>Applying Priming Coat :</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sl. No.</td>
<td>SOR No.</td>
<td>Description of work</td>
<td>App. Qty</td>
<td>Unit</td>
<td>Rate</td>
<td>Amount</td>
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<td>------</td>
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</tr>
<tr>
<td>121013</td>
<td></td>
<td>With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanized iron/steel works</td>
<td>375 m²</td>
<td>1 m²</td>
<td>20.15</td>
<td>7,556.25</td>
</tr>
<tr>
<td>9</td>
<td>121050</td>
<td>Painting with synthetic enamel paint of approved brand and manufacture to give an even shade</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>121051</td>
<td></td>
<td>Two or more coats on new work</td>
<td>375 m²</td>
<td>1 m²</td>
<td>49.59</td>
<td>18,596.25</td>
</tr>
</tbody>
</table>

**Basic value of schedule- ‘A’**

<p>| | | | | | |</p>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>7,53,241.77</strong></td>
</tr>
</tbody>
</table>

**Amount in words:** Rupees seven lakh fifty three thousand two hundred and forty one and paisa seventy seven only.

I / we offer to do the works included in the above schedule at a single consolidated percentage of:-

(a) * ................ % above ( ..........................................Percentage above)

(or)

(b) * ............... % below ( ..................................... Percentage below)

(or)

(c) * at par  with the rates included in the above schedule

* Strike out whichever is not applicable in (a) , (b) and (c) and fill up the blanks with figures and in words.

<table>
<thead>
<tr>
<th>Signature of the Tender/Contractor</th>
<th>Date</th>
<th>Address</th>
</tr>
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<tbody>
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<td></td>
<td></td>
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</tbody>
</table>

**NOTE:**

For this Annexure, the contractor has to quote his collective uniform percentage ‘ABOVE’ or ‘BELOW’ or ‘AT PAR’ value of Annexure. Tenderers shall note that the percentage rate for the various Schedules of Tender schedule is to be quoted in offer sheet only. No cognizance will be taken for rates quoted at any other place.
1. The tenderer shall quote their rate after visiting the site.

2. A type drawing only will be issued to the tenderer for reference.

3. There may be some minor difference in the opening size for which tenderer shall take the actual measurement during execution of work and manufacture the grill accordingly. No additional payment shall be made for taking measurement door to door for the opening. Payment will be done for the actual work done.

SIGNATURE OF THE TENDERER
SCHEDULE OF RATES

Name of work : Provision of safety grill gate for Main entrance door, rear door, staircase door and balcony for left out quarters at ICF East colony.

Name and Address of the Tenderer/ Contractor :

Allocation No. : 12/351/77/00/433/000 dt. 10.12.2015

SCHEDULE 'A1' [Supply of cement]

(List of items of work that are covered under Southern Railway Unified Standard Schedule of Rates 2011 - For Chennai Division)

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>SOR No.</th>
<th>Description of work</th>
<th>App. Qty</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>033060</td>
<td></td>
<td>Supply and using cement at worksite:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>033061</td>
<td>OPC 43 Grade</td>
<td>0.5</td>
<td>T</td>
<td>5290.00</td>
<td>2,645.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Per tonne</td>
<td></td>
<td></td>
<td>Per tonne</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>033062</td>
<td>Extra over 03061 for OPC 53 Grade</td>
<td>T</td>
<td>Per tonne</td>
<td>207.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(-) 033061</td>
<td></td>
<td></td>
<td></td>
<td>207.00</td>
<td></td>
</tr>
</tbody>
</table>

Basic value of schedule- ‘A1’ 2,645.00

Amount in words: Rupees two thousand six hundred and forty five only.
I / we offer to do the works included in the above schedule at a single consolidated percentage of:-

(a) * ................ % above ( ..........................................Percentage above)

(or)

(b) * ............... % below ( .................................... Percentage below)

(or)

(c) * at par with the rates included in the above schedule

* Strike out whichever is not applicable in (a), (b) and (c) and fill up the blanks with figures and in words.

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**NOTE:**

For this Annexure, the contractor has to quote his collective uniform percentage `ABOVE` or `BELOW` or `AT PAR` value of Annexure. Tenderers shall note that the percentage rate for the various Schedules of Tender schedule is to be quoted in offer sheet only. No cognizance will be taken for rates quoted at any other place.

SIGNATURE OF THE TENDERER
PART ‘D’

SPECIAL CONDITIONS OF CONTRACT

TECHNICAL FOR CIVIL ENGINEERING WORKS
SPECIAL CONDITIONS OF CONTRACT TECHNICAL FOR CIVIL ENGINEERING WORKS.

SITE INSPECTION by the CONTRACTOR: The Tenderer / Contractor is required to inspect the site of works and acquaint himself with the site conditions, availability of approaches for transporting of men and materials, space and other factors relating to the works, availability of labour, electricity and water etc., before quoting his rates.

The materials that are to be supplied and used for the work by the contractor should be got approved by the Engineer-in-charge before use / procurement.

1.0 EARTHWORK:

a) AUTHORITY FOR CLASSIFICATION OF SOILS:
The classifications of soils in excavation shall be decided by the Engineer-in-charge, and his decision shall be final and binding on the Contractor. Merely the use of explosives in an excavation will not be considered as a reason for higher classification unless blasting is clearly necessary in the opinion of the Engineer-in-Charge.

b) Excavation for foundation/foundation works, etc., shall include any wet excavation that may be met, which will be paid under the respective items of SR USSOR, for the wet excavation or bailing out water with or without mechanical means or for any other precautions of work which may be found necessary during the course of execution. Even if any springs of water are met with, NO EXTRA PAYMENT will be made other than the respective items mentioned in the SR USSOR 2011.

c) Whenever excavation for catch water drain is ordered, the excavated spoils should be spread, consolidated and sectioned to the required profile to form a bund on the down hill side of the catch water drain. Payment for excavation shall be made under the relevant items of Schedule ‘A’ as the case may be, and no extra payment shall be made for consolidation and sectioning to profile for forming bund and catch water drain.

d) No payment will be made for any earthwork sinkage below ground level due to soil conditions and payment will be made only based on the original ground levels recorded before the commencement of work and finished profile of the work. The Contractor should study the site conditions before tendering.

e) No separate payment will be made for site clearance or jungle clearance or shrubs clearance, brush wood, grass or other obstructions including small trees of girth, not exceeding 30 cm either in connection with cuttings or banks etc. and the rates accepted in this contract are deemed to include all such costs except dismantlement of structure if any which will be paid for suitably under USSOR 2011 as per the percentage agreed under Schedule ‘A’.

2.0 BUILDING WORKS:

2.1 Payment for filling in basement will be for the space filled in. No extra allowance would be allowed to cover any settlement of the earthwork into the natural ground.
2.2 Samples of all fittings and fastenings including locking arrangements of approved quality required for doors, windows, ventilators, as well as all sanitary and water supply fittings etc. should be submitted to Engineer-in-Charge and used in the work only after his specific approval. Approved samples should be deposited with the Engineer-in-Charge.

2.3 The component fittings and fastenings including locking arrangements for doors and windows shall be of anodised Aluminium as specified in the description of work.

2.4 The internal plastering of walls shall be done to the direction of Engineer-in-Charge to smooth and even finish duly applying sponge.

2.5 The Tenderer/Contractor shall execute the works in co-ordination with electrical labour, when electrical wiring works are executed. The Contractor shall leave necessary holes, vents, ducts required for the execution of concealed electrical wiring works as directed by the Engineer-in-Charge. The contractor shall also make good the disturbed portion of masonry, plastering etc. after the department finishes the electrical portion of works and render the surface neat and clean. No extra claims for these minor works shall be entertained.

2.6 Scaffoldings shall not be allowed to rest or be supported on the brick work while executing the plastering works, to avoid scaffolding hole marks, visible after finishing the plastering works.

2.7 Necessary fan hooks of 'U' shape of suitable size shall be provided in all rooms or locations as directed by the Engineer-in-Charge, while providing the steel reinforcements at no extra cost.

2.8 All exposed surface of concrete shall be finished smooth and no extra payment shall be allowed for the same.

2.9 In case due to poor quality of shuttering work and any honey-comb work etc., if the plastering is warranted or ordered to have smooth finish, the same shall be done by the Contractor at his own cost and no payment will be made for plastering separately and cost of the quantum of cement used for this work shall also be recovered from the Contractor.

2.10 The Contractor shall be responsible for anti-larval work at his cost during progress of works as may be prescribed by the Engineer-in-Charge on the advice of the Railway Medical Authority and where the use of insecticides is involved, it shall be made in accordance with the provision of the Act and Rules in this behalf at the cost of the Contractor, who shall also be solely responsible for any acts or omissions under the provision of the aforesaid rules.

2.11 The North light glazing arrangements shall be by means of Aluminium alloy patent glazing bars astragales anodized and 6.00 mm thick wired cast glass. The glazing bars, all accessories, bolts and nuts and washers etc of aluminium alloy require no painting. This shall be of approved standard manufacture and it shall be ensured that glass rests finally on the glazing bar. The glazing bars shall be suitably fixed to the purlins and runners as shown in the drawing. Each panel of glazing shall consist of a single glass piece only. The embedded wire netting shall be of 12mm square mesh electrically welded at each intersections.
2.12 The glazed area shall be calculated on the basis of end to end of clear openings measured horizontally and the length of the glass measured in its plane. The rates quoted shall cover cost of all materials, labour tools and plant taxes etc., complete.

2.13 Necessary DOD list to be submitted by the tenderer/contractor for the fabricated steel work to effect the part payment. The contractor should specify the name of his / their representative and his specimen signature affixed and get approved by this administration to draw the department materials from the godowns/yards of this Railways.

3.0 DISMANTLING OPERATIONS

a) Dismantling operations are to be carried out at the sole risk and liability of the contractor. The contractor shall take due care to ensure that during dismantling, released materials, debris etc., do not fall down and cause any obstructions or damage for Railway property.

b) Released materials and other debris of dismantling should be removed and stacked at places as directed by the Engineer - in - charge and no extra lead or lift shall be paid on this account.

c) The contractor shall ensure that all wastes generated by his activities/works are moved to the respective dump sites or taken for recycling at ICF.

4.0 SETTING OUT WORKS

a) The contractor shall be responsible for the true and proper setting out of the works for correctness of the position, levels, dimensions and alignment of all parts of the work and for provisions of all necessary pegs, reference pillars, instrument, equipment’s and appliances and labour in connection therewith. If at any time during the progress of the work, any error shall appear or arise in the position of levels, dimensions, or alignments at any part of the works, the contractor on being required to do so by the Engineer - in - charge shall at his own expense rectify such errors to the satisfaction of the Engineer - in - charge and he shall carefully protect, preserve, secure all bench marks, site rails, pegs, reference pillars and other things used in setting out the works.

b) The contractor shall have sufficient number of survey instruments such as theodolites, levelling instruments, levelling staff etc., and arrange to set out the alignment at his cost and also establish necessary reference pillars as required and directed by the Engineer in charge. He must set out the location of piers and abutments.

c) The contractor must establish sufficient number of bench marks at close intervals as directed by the Engineer - in - charge and take cross sections at specified intervals in the presence of the Engineer-in-charge or his representative which shall be jointly signed. Necessary level books will be supplied by the Railway for recording these levels. The Earth work / Cross sections based on these will be plotted in graph sheets by the Contractor and submitted to the Railway along with the relevant level books and calculations for the quantities of earth work for necessary check and approval.
d) The contractor must take up the work only after submitting the level books cross section sheets, quantities and after these are finally approved by the Engineer - in - charge. Similarly on completion of the work, necessary cross sections must be taken, plotted in the sheets and the quantity worked out and submitted to the ICF for verification and checking. No extra payment would be made for this and the rates for earthwork are deemed to be inclusive of this.

5.0 PROCUREMENT FOR CEMENT:

(a). Cement to be used on the works shall be procured from the main cement plants or from their authorized dealers.
(b). Cement bags preferably in paper bags packing should bear the following information in legible markings:
   i)  Manufacturer's name.
   ii)  Registered Trade Mark of manufacturer, if any.
   iii)  Type of cement.
   iv)  Weight of each bag in Kgs. or No. of bags/Tonne.
   v)  Date of manufacture, generally marked as week of the year/year of manufacture, eg. 30/01 which means 30th week of 2001.
(c). Tests on Cement to be as per IS 4031. Some of the tests which may be carried out are:
   i)  Compressive strength.
   ii)  Initial and final setting time.
   iii)  Consistency.
   iv)  Soundness.

(d). Empty cement bags would be the property of the contractor and shall be disposed off by the contractor himself. However, in case the railway is in need of empty cement bags, good and usable empty cement bags are to be supplied by the contractor, at the rate of Rs.2/-per bag for empty cement gunny bags and Rs.1.40 per bag for empty cement polythene/paper bags.

6.0 TEST CERTIFICATE REGARDING QUALITY OF CEMENT:

a) Necessary test certificates will have to be produced by the tenderer regarding the quality of the cement and reinforcement steel which shall conform to the specification indicated above.

b) The ICF also reserves the right to take samples during the course of the work and get the cement and steel tested to ascertain the conformity with the specification. The cost of testing shall be borne by the contractor.

(c) Any temporary structure required for storage of cement, steel etc, has to be provided by the tenderer at his cost and this should be removed after completion of the work. The ICF will only provide suitable land for construction of the above temporary shed free of cost. Double lock arrangement (Contractor and ICF) for the temporary stores shed should be provided.

7.0 CONSUMPTION OF CEMENT:

(a). The cement used shall be any of the following, with the prior approval of the Engineer.

(i) 43 Grade Ordinary Portland Cement conforming to IS:8112
(ii) 53 Grade Ordinary Portland Cement conforming to IS:12269
(iii) Rapid Hardening Ordinary Portland Cement conforming to IS:8041
(iv) Portland slag cement conforming to IS:455 (See Note 1 & 3 below)
(v) Portland Pozzolana Cement conforming to IS:1489 (See Note 2 & 3 below)

Note 1:
Portland slag cement conforming to IS:455 may be used for prestressed concrete work, provided slag content in cement is not more than 50%

Note 2:
Portland Pozzolana cement shall not be used for RCC & PSC works. Portland Pozzolana cement can be used only for foundation concrete and concrete works in bridge structures where reinforcement is not provided for structural strength or reinforcement provided is only nominal for temperature stresses etc. When Portland Pozzolana cement is used, supporting form work shall not be removed till concrete attains at least 75% of the design strength.

Note 3:
The rate of development of strength is slow in case of blended cement i.e. portland Pozzolana cement and portland slag cement, as compared to ordinary portland cement. This aspect should be taken care while planning to use blended cement. Accordingly stage of prestressing, period of removal of form work and period of curing etc. should be suitably increased.

Any excess quantity of cement left over on completion of the work will have to be disposed off by the Contractor. Other test on materials like Brick, Steel or finished work like Concrete (Cube test etc.,) shall be got done as directed by Engineer - in - charge at contractor cost as per General Condition of Contract.

7.1 For Concrete of grade M20 and above, Quantity of cement will be decided based on the DESIGN MIX. For concreting under water 10 %, extra quantity will be allowed.

7.2 The Contractor should submit design mix for the same before starting the work and shall get the trial mix approved by the Engineer-in-charge/Chief Engineer/ Integral Coach Factory before the execution of work.

7.3: The minimum grade of plain cement concrete shall be M20 and that of Reinforcement cement concrete shall be M25. Only approved design mix shall be used for the concrete.

7.4 The cement consumption of the works which are not based on design mix, shall be as per the “Southern Railway Unified Standard Schedule of Rates 2011” and as per the “Indian Railway Standard specification for Materials and Works 2010(Vol.I & II) issued under the authority of Railway Board” of Southern Railway.

7.5 Weigh batching should be done for the design mix concreting work

8.0 PROCUREMENT for STEEL:

8.1 Steel shall be procured from the main producer such as SAIL / TISCO / IISCO / RINL - VSP or authorised stockyards and has to confirm to IS 1786 - Latest version. Rerolled steel shall not be used.

8.2. Binding wire shall be provided by the contractor at his own cost.
9.0 PAYMENT for STEEL:
9.1 Payment for steel (Reinforcement) will be as per the reinforcement actually utilised in the work. No extra amount will be paid for wastage or for cut rods, if any, which would be the property of the Contractor. The weight of steel will be calibrated from the nominal or actual unit weight whichever is less.

Any excess quantity of cement and steel left over on completion of the work will have to be disposed off by the Contractor and cannot be taken over by the Railway.

10.0. PART PAYMENT FOR THE SUPPLY OF MATERIALS. (Not applicable for Zonal Contract)

For certain category of materials which are brought to the site with the intention of executing the work under this contract part payment shall be made after the materials are brought to the site and accepted by the Engineer-in-charge as actually required for the work subject to the materials conforming to the specification. Such part payment shall be admitted only in respect of the following items:

I (a) On supply of door/window frames - 30% of the accepted rates
(b) On supply of door/window shutters - 45% -do-
(c) On completion of the balance in all respects under these items - 25% -do-

II (a) Part payment for the supply of AC/Galvalume sheets with accessories, galvanised iron, cast iron, DI and PVC pipes, AC pipes with specials, sanitary fittings shall be made at 50% of the accepted rate.
(b) On completing the balance work under these items as per schedule balance 50% of accepted rate.

III (a) On supply of the structural steel to site - 40% of the accepted rates
(b) On erection of the fabrication steel work - 30% -do-
(c) On completion of the work in all respect including painting if any - 30% -do-

IV (a) On receipt of materials required for North light glazing including necessary spares - 60% of the accepted rates
(b) On completion of the balance work in all respects - 40% -do-

The safe custody of these materials supplied for which part payment have been effected however rests with the contractor till they are fixed / erected in position and finally handed over to this Administration.
10.1. INDEMINITY BOND: An Indemnity Bond to indemnify this Administration against loss or damage of all the materials for which part payment is effected shall have to be executed by contractor in the manner specified by this Administration.

10.2. The entire work shall be carried out under contractor’s Technically qualified Engineers and expert supervisors. The Administration shall have the power to direct the contractor to engage sufficient number of expert supervisor, if it is considered that the contractor’s supervising arrangements are found insufficient for the successful completion of the work.

11. CONCRETING:

a) The contractor shall make his own arrangements for the required binding wire for all R.C.C. works including the works under USSOR items though it is mentioned otherwise in the USSOR Rates.

b) All concrete i.e. plain as well as reinforced cement concrete shall be machine mixed and vibrated unless otherwise permitted by the Engineer. Curing/Vibrating of the concrete and R.C.C. works shall be done by the contractor as specified in relevant I.S. codes. Test cubes shall be cast at regular intervals and tested to ascertain the strength of concrete. The contractor shall establish cube testing equipment at or near the site of work. The cost of casting of cubes and their testing will be borne by the contractor. In case the contractor desires to use a curing membrane instead of water curing, he may do so after submitting the necessary technical data and after the same is approved by the Engineer-in-charge. No extra payment on this account would however be admissible. It shall be noted that no additional payment would be made for curing/vibrating the concrete at different heights and the contractor should make his own arrangements for the provision of necessary staging/scaffolding etc. and carryout curing/vibrating at all levels as directed by the Engineer-in-charge.

c) If curing is not being done to satisfactory standard, the Engineer may get it done at the contractor’s cost without any notice to him as the curing cannot wait for any such notice, time etc. The Engineer’s decision shall be final and binding as to whether satisfactory curing is being done or not. The cost of curing will be recovered from the ‘on account bills’

d) The water, fine and coarse aggregates and all mixtures shall be got chemically tested from time to time by the contractor at his cost for ensuring proper quality as per required standards. The results in original shall be submitted to the Engineer and approval obtained to use these ingredients.

e) Concrete for all the works shall be mixed with power driven concrete mixers.

f) The limits for maximum WATER CEMENT RATIO for Design Mix shall be based on environmental conditions as per the table given below:

<table>
<thead>
<tr>
<th>Environment</th>
<th>Plain Concrete (PCC)</th>
<th>Reinforced Concrete (RCC)</th>
<th>Pre-stressed Concrete (PSC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mild</td>
<td>0.55</td>
<td>0.50</td>
<td>0.45</td>
</tr>
<tr>
<td>Moderate</td>
<td>0.50</td>
<td>0.50</td>
<td>0.40</td>
</tr>
<tr>
<td>Severe</td>
<td>0.50</td>
<td>0.45</td>
<td>0.40</td>
</tr>
<tr>
<td>Very Severe</td>
<td>0.50</td>
<td>0.45</td>
<td>0.35</td>
</tr>
<tr>
<td>Extreme</td>
<td>0.45</td>
<td>0.40</td>
<td>0.35</td>
</tr>
</tbody>
</table>
(g) From durability consideration, depending upon the environment to which the structure is likely to be exposed during its service life, Minimum grade of concrete shall be as given below:

<table>
<thead>
<tr>
<th>Environment</th>
<th>Minimum Grade of concrete</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Plain concrete (PCC)</td>
</tr>
<tr>
<td>Mild</td>
<td>M-20</td>
</tr>
<tr>
<td>Moderate</td>
<td>M-25</td>
</tr>
<tr>
<td>Severe</td>
<td>M-25</td>
</tr>
<tr>
<td>Very Severe</td>
<td>M-30</td>
</tr>
<tr>
<td>Extreme</td>
<td>M-30</td>
</tr>
</tbody>
</table>

Minimum grade of concrete shall be M.40 for pre-tensioned pre-stressed concrete structures.

(h) Depending upon the environment to which the structure is likely to be exposed during its service life, minimum Cementitious material content in concrete shall be as given below and Maximum Cementitious content shall be limited to 500 kg/cum.

<table>
<thead>
<tr>
<th>Environment</th>
<th>Minimum Cementitious Material content in kg/cu.m</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Plain concrete (PCC)</td>
</tr>
<tr>
<td>Mild</td>
<td>300</td>
</tr>
<tr>
<td>Moderate</td>
<td>350</td>
</tr>
<tr>
<td>Severe</td>
<td>380</td>
</tr>
<tr>
<td>Very Severe</td>
<td>400</td>
</tr>
<tr>
<td>Extreme</td>
<td>400</td>
</tr>
</tbody>
</table>

The contractor should submit design for the same before starting the work and after getting the trial mix approved by the Engineer-in-charge/Chief Engineer, Integral Coach Factory follow the same for execution of work. For M.20 or higher grade with design mix, quantity of cement will be decided based on the DESIGN MIX. For concreting under water 10 % extra quantity will be allowed. The Cement consumption for the works which are not based on design mix, shall be as per USSOR 2011 and also as per the “Indian Railway Standard specification for Materials and Works 2010(Vol.I & II). The payment for cement will be done based on measurement of finished item of work.

12.0 Concrete for all the works shall be mixed with power driven concrete mixers. For major concreting works, ready mix concrete shall be used at no extra cost.

12.1 SPECIFICATION FOR READY MIXED CONCRETE: READY MIXED CONCRETE (RMC) Concrete produced by completely mixing cement, aggregates, admixtures, if any, and water at a Central Batching and Mixing Plant and delivered in fresh condition at site of construction.
12.2. USE OF READY MIXED CONCRETE (RMC):

Ready Mixed Concrete shall conform to the specifications of concrete, as laid down in Indian Railways Concrete Bridge Code. For other aspects which are not covered in this code, IS:4926 (Specification for Ready Mixed Concrete) may be referred. The mix design proposed to be adopted must be got approved from I.C.F. Minimum Cement content, maximum cement content, maximum water cement ratio, initial setting time shall be as specified by I.C.F. Maximum total chloride and total soluble sulphate content will also is within prescribed limit.

13. EFFECT OF TRANSIT (TRANSPORTATION) TIME ON READY MIXED CONCRETE:

As Ready Mixed Concrete is available for placement after lapse of transit time, reduction in workability occurs, which may lead to difficulty in placement of concrete. In addition, in case of longer transit time, initial setting of concrete may also take place, which may render it unusable. Thus, while planning for using of Ready Mixed Concrete, these aspects should be kept in view.

14. CHECKING SUITABILITY OF ADMIXTURES:

Generally admixtures, like water reducing agent, retarded etc., are used in Ready Mixed Concrete for retention of desired workability and to avoid setting of concrete. In such cases, admixtures should be tested for their suitability as per IS:9103 at the time of finalizing mix design. Records of all the tests carried out to judge the suitability of admixture, shall be furnished by the RMC manufacturer to I.C.F. Workability test and setting time test along with compressive strength flexural strength test at 7 and 28 days shall be carried out under the supervision of Railway's representative.

15. QUALITY CONTROL:

The producer of RMC shall adopt quality assurance programme duly approved by ICF. He shall have necessary tests to ensure quality control at each stage during production concrete.

16. ACCESS TO RAILWAY OFFICERS TO RMC PLANT:

RMC manufacturer shall allow the Railway official to supervise operation involved in concrete production, materials proposed to be used and take samples of materials used.

17. ACCESSIBILITY TO TECHNICAL RECORDS MAINTAINED BY RMC MANUFACTURER:

RMC manufactures shall allow Railway officials to peruse the past and present records of the concrete produced for the work.

18. DEPUTATION OF RAILWAY SUPERVISOR:

RMC Manufacturer shall allow Railway supervisor at RMC plant on the date of concrete supply and even prior date to see arrangements.
19. TRANSPORTATION OF READY MIXED CONCRETE:

The Ready Mixed Concrete shall be transported in concrete transit agitators conforming to IS:5892 (Specification for concrete transit mixers and agitators). Agitating speed of the agitators during transit shall not be less than "2" revolution per minute not more than "6" revolution per minute.

20. TIME PERIOD FOR DELIVERY OF CONCRETE:

The concrete shall be delivered completely to the site of work within 1 and 1/2 hours (when the atmosphere temperature is above 20 Degrees Centigrade) and within 2 hours (when the atmosphere temperature is below 20 Degree Centigrade) of adding the mixture water to the dry mix of cement and aggregate. In case, location of site of construction is such that this time period is considered inadequate, increased time period may be specified provided that properties of concrete have been tested after lapse of the proposed delivery period at the time of finalizing mix Design. Concrete received after the transit time limit as specified above shall not be accepted. Concrete shall be placed in position with in the designed initial setting time. At the end of initial setting time, the left over portion of concrete, if any, shall be rejected.

21. RE-TAMPERING WITH CONCRETE:

Under any circumstances, re-tampering i.e. addition of water after initial mixing, shall not be allowed as it may affect the strength and other properties of concrete.

22. TESTING OF WORKABLITY AND STRENGTH OF CONCRETE AT TIME OF PLACEMENT:

The concrete shall be tested for the required workability and strength at the time of placement. Concrete shall be deemed to satisfy the strength requirement when it fulfils the criteria laid down below in IRS Concrete Bridge Code clause 8.7.6.

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Placing conditions</th>
<th>Degree of workability/Sump</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Blender concrete;</td>
<td>Very low/See Note 2</td>
</tr>
<tr>
<td></td>
<td>Man concrete</td>
<td>Low/25 – 75</td>
</tr>
<tr>
<td></td>
<td>Heavily reinforced sections in slabs, beams, walls, columns</td>
<td>Medium/50 – 100</td>
</tr>
<tr>
<td></td>
<td>Slip</td>
<td>Medium/75 – 100</td>
</tr>
<tr>
<td></td>
<td>Trench fill</td>
<td>High/100 - 150</td>
</tr>
<tr>
<td></td>
<td>Tremic concrete</td>
<td>Very High/See Note 3</td>
</tr>
</tbody>
</table>

NOTE:
1) In the very low category of workability, where strict control is necessary, for example, pavement quality concrete, measurement of workability by determination of compacting factor will be more appropriate than slump (see IS : 1199) and a value of compacting factor of 0.75 to 0.80 is suggested.

2) In the very high category of workability, measurement of workability by determination of flow will be appropriate.
23. DOSING OF ADMIXTURE AT SITE OF CONCRETING:

After arrival of Ready Mixed Concrete at site, additional dose of admixture, if provided for in approved mix design, shall be added in presence of Railway Supervisor.

24. MEASUREMENT OF CONCRETE:

Measurement of concrete work so done will be based on finished concrete work as per approved plan. No measurement shall be done for green concrete and other wastages.

a). Tolerance is a specified permissible variation from lines, grade or dimensions given in drawings. Unless otherwise specified, the following tolerances will be permitted:

b). Variation from the plumb:

1. In the lines and surfaces of columns, walls 5mm per 2.5m or 15mm, which ever is less.
2. For exposed corner columns and other conspicuous lines:
   In any bay or 5m maximum - 5mm
   In 10m or more - 10mm

   c). Variation from the level or from the grades indicates on the drawings:
   1. In slab soffits, beams soffit:
      In 2.5m - 5mm
      In any bay or 5m maximum - 8mm
      In 10m or more - 15mm
   d) Variation in cross - sectional dimensions of beams and in the thickness of slabs is minus 5mm to plus 10mm.
   e) Variation in dimension in plan is minus 5mm to plus 50mm.

25. The items like construction of bored piles, load test, supply and fixing of aluminium doors/windows/partition, repairs to service building, fabrication, supply, erection of structural steel, galvalume sheets, water supply and sanitary arrangements, repairs to the leaky roof, supply and fixing of wooden doors and windows and painting for wood/steel works and items are covered under SR USSOR 2011. The works should be carried out by the tenderer as per description given in SR USSOR 2011 and as per Indian Railway standard specification for materials and works 2010 (Vol-I&II) issued by Railway Board authority as per correction slip up to date and relevant BIS standards.

26. The tenderer shall clarified all the details/ specification etc from Office of the Chief Engineer /ICF at any time during the office hours.
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