TENDER NOTICE NO. PLANT-4-2R3-F-AMBULANCE-1819

NAME OF THE WORK: Hiring of Tempo Traveller or equivalent Ambulance van with driver and stretcher bearer for First Aid Post of Furnishing Division of ICF for a period of One year

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Dy. Chief Mechanical Engineer/Plant/ICF
TENDER NOTICE NO. PLANT-4-2R3-F-AMBULANCE-1819

Dy. Chief Mechanical Engineer/Plant/Integral Coach Factory/Shell Division invites sealed tender for the following work:

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<td>Tender Value (inclusive of GST)</td>
<td>Rs. 11,73,600/- (Rupees Eleven Lakh Seventy -Three Thousand Six Hundred only)</td>
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<td>Period of contract</td>
<td>One year</td>
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<td>Earnest Money Deposit</td>
<td>Rs. 23,480/- (Rupees Twenty-Three Thousand Four Hundred and Eighty only)</td>
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<td>Cost of tender documents</td>
<td>Rs. 2,000/- (Two Thousand Only) (Non-refundable) if collected in person and on submission of a Demand Draft in favour of FA&amp;CAO / ICF or a cash receipt from the Asst. Chief Cashier / ICF. Rs. 2,500/- (Two Thousand Five Hundred only) if required to be sent by post</td>
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<td>Last date &amp; time for the issue of documents</td>
<td>11.09.2018 up to 11.00 Hrs</td>
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<td>Date &amp; time for closing the tender box</td>
<td>11.09.2018 at 14.30 Hrs</td>
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<td>Date &amp; time for opening the tender</td>
<td>11.09.2018 at 15.00 Hrs</td>
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The tender documents will be issued from the Office of Deputy Chief Mechanical Engineer/Plant/ICF/Shell Division from 10.00 Hrs. to 12.00 Hrs. except Saturdays, Sundays and Holidays.

The tender documents can also be downloaded from [http://www.icf.indianrailways.gov.in](http://www.icf.indianrailways.gov.in) and the tender can be submitted along with an additional and separate demand draft towards the cost of tender form drawn in favour of FA & CAO / ICF.

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

Sd/-

Dy. Chief Mechanical Engineer/Plant/ICF
For and on behalf of President of India
TENDERER's DECLARATION FORM

To

The President of India,
Acting through the Dy. CME/Plant,
Integral Coach Factory,
Chennai-600038.

I/WE............................................................................................................................................have read and understood the various specifications, instructions and the conditions of contract attached hereto and hereby agree to abide by the said conditions. I/WE also agree to keep this tender open for acceptance for a period of 30 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 Deposit.

I/WE offer to do the specified work at the rates quoted in the attached schedule upon and subject to the terms and conditions of contract hereto annexed and hereby bind myself/ourselves to complete the said work as per the scope of work and conditions mentioned within the stipulated completion time duly starting the work on the date specified in the letter of acceptance of the tender. I/We also hereby agree to abide by the General and Special Conditions of Contract and to carry out the work according to the specifications laid down by the Administration for the present contract.

Your acceptance of this tender, either wholly or as to a part only of the said work, by an officer of the Integral Coach Factory, empowered to sign an agreement of this nature, shall constitute a binding contract between you and me/us to do the work in respect of which my/our offer is accepted in terms of the aforesaid offer.

The full value of the Earnest Money shall stand forfeited without prejudice to any other rights or remedies, if I/We do not execute the contract documents within Seven days after the receipts of notice issued by the Railways that such documents are ready, or I/We do not commence the work on the date specified in the letter of acceptance of the tender. 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.

Tenderers Address: .......................................................... Signature of the Tenderer(s)

Date:

SIGNATURE OF WITNESSES.

1.............................................

2.............................................
SPECIAL CONDITIONS OF CONTRACT

Name of work: Hiring of Tempo Traveller or equivalent Ambulance van with driver and stretcher bearer for First Aid Post of Furnishing Division of ICF for a period of One year

Tender No.: PLANT-4-2R3-F-AMBULANCE-1819

1. SCOPE OF WORK FOR THE CONTRACTOR:

1.1. One No. of Tempo Traveller or equivalent Ambulance van with Driver and Stretcher-bearer shall be permanently stationed round the clock at First Aid Post of Furnishing Division irrespective of Holidays by the successful tenderer.

1.2. As per the Rule No. 62 (P) and as detailed in Appendix-C of THE TAMILNADU FACTORIES RULES, 1950, In any factory, a suitably constructed ambulance van equipped with item as per sub-rule (2) and manned by a full-time Driver-cum-Mechanic and a Helper trained in first-aid shall be provided and maintained in good condition, for the purpose of transportation of serious cases of accidents or sickness

1.3. The ambulance van shall not be used for any purpose other than the purpose stipulated herein and will normally be stationed in the First Aid Post of Furnishing Division of Integral Coach Factory, Chennai

1.4. The ambulance may have the following equipment:

1.4.1. General:

a) A wheeled stretcher with folding and adjusting devices with the head of the stretcher capable of being tilted upward; Fixed suction unit with equipment; Fixed oxygen supply with equipment; Pillow with case; Sheets; Blankets Towels; Emesis bags; Bedpan; Urinal: Glass;

1.4.2. Safety equipment:

a) Flares with life of thirty minutes; Floodlights; Flash lights; Fire Extinguisher dry powder type; Insulated gauntlets;

1.4.3. Emergency Care Equipment:

a) Resuscitation—Portable suction unit; portable oxygen units: Bag; Valve; Mask; and operated artificial ventilation unit; Airways; Mouth gags; Tracheotomy adapters; Short spine board; I.V. Fluids with administration unit; B.P. Manometer -- Cup; Stethoscope;

b) Immobilization: Long and short padded boards; Wire ladder splints; Triangular bondage—Long and short spine boards;

c) Dressings: Gauze pads--4x4; —Universal dressing 10x36; Roll of aluminum foils: soft roller bandages 6x5" yards; Adhesive tape in 3" roll; Safety pins; Bandage Sheets; Burn sheet
d) Poisoning: Syrup of Ipecac; Activated charcoal pre-pocketed in dozes; Snakebite kit; Drinking water

e) Emergency Medicines—As per requirement.

1.5. The distance shall be calculated from First Aid Post to ICF Hospital and back to First Aid Post. The distance and time should be noted in both log books maintained in First Aid Post and driver. The procedure should be adopted for each and every trip of every day.

1.6. Fuel and consumables required for the subject work will be under the scope of successful tenderers.

1.7. Alternative arrangement shall be made by the successful tenderer in the event of emergency repair and filling up of fuel for the ambulance van stationed at First Aid Posts.

2. **SCOPE OF ICF:**

2.1. Electrical Energy and water required for the above purpose of works will be provided by ICF at free of cost.

2.2. Room facility for parking Ambulance van will be provided by ICF at free of cost

3. **WORKING HOURS:**

3.1. The Ambulance shall be kept available round the clock at First Aid Post of Furnishing Division of ICF for a period of One year irrespective of Holidays.

4. **OTHER IMPORTANT CONDITIONS:**

4.1. The drivers and the Stretcher bearers nominated by the successful tenderer for the ambulance van should report and sign in the Register maintained by Senior Section Engineer - Shop 88/ Nominated Official

4.2. The ambulance van shall be operated by the successful tenderer in three 8 hours shifts per day namely the first shift from 06.00 Hrs. to 14.00 hours, and the second shift from 14.00 Hours to 22.00 hours and the third shift from 22.00 Hours to 06.00 hours the next day. Accordingly, the ambulance van shall be provided with one driver and one stretcher bearer per shift to drive the vehicle around the clock in 8 hour shifts in Shell Division First Aid Post. At any instance, no driver shall be made to continue the duty for more than 12 hours continuously

4.3. The drivers nominated by the successful tenderer for driving the Ambulance van shall possess valid Vehicle Driving license issued by the Regional Transport Authority of Tamil Nadu and the license should have been taken before minimum of 3 years. Thus the driver shall have at least three years of driving experience on the tender opening date.

4.4. The Stretcher bearer engaged by the successful tenderer for the ambulance van shall possess valid certificate in “Administration of First Aid” issued by St. Johns Ambulance Brigade or similar. The stretcher bearer shall go along with the ambulance van and shall move the injured person / patients in to the ambulance van by suitable means such as stretchers etc. and also he
shall accompany the injured person / patients from the respective division to ICF Hospital / Southern Railway Hospital or as directed, move the injured person / patients outside the ambulance van and transfer them to the casualty section

4.5. After moving the injured person / patients to the ICF Hospital / Southern Railway Hospital, the stretcher bearer shall get the details of the movement of injured person / patients, moved to the hospital and he shall get endorsement in their log book from the hospital casualty staff.

4.6. The driver and stretcher bearer shall be below 50 years of age.

4.7. The Tempo Traveller or equivalent Ambulance van to be stationed in First Aid Post shall not be more than five years old as on the date of opening of the tender.

4.8. The Tempo Traveller or equivalent Ambulance van engaged by the successful tenderer during the currency of the contract shall have valid registration certificates issued by the Regional Transport Authorities and in cases of registered as Transport Vehicles shall possess valid Certificate of Fitness. The road tax for these vehicles shall be paid up to date during the currency of the contract. The ambulance van shall be covered with valid comprehensive vehicle insurance coverage. The Tempo Traveller or equivalent Ambulance vans shall have valid emission under control certificates issued as per TNPCB norms.

4.9. The drivers and stretcher bearers nominated for the Tempo Traveller or equivalent Ambulance van should follow discipline during their working hours and shall not be under in the influence of alcohol or any other drugs.

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

4.11. The successful tenderer shall abide by all railway regulations in force from time to time and ensure that his representatives, agents or workmen follow the same.

4.12. The successful tenderer should ensure that unauthorized, careless or inadvertent operation of Ambulances which may result in accident to patients and the attendants/staff does not occur.

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

4.14. The successful tenderer shall abide by all the requirements of Integrated Management System (IMS) being imposed from time to time.
4.15. On being awarded with the work and when working with ICF, the successful tenderer shall strictly follow all Rules and Regulations including Factories Act, Labour Rules, Safety Regulation, TNPCB regulations, etc., which are in force. The tenderer shall quote his rates duly anticipating the revisions that may arise in minimum wages act enforced by the Ministry of Labour and Employment, during the currency of the contract period. The quoted/negotiated and accepted rates are final and will not be revised against any revision in minimum wages act enforced by the Ministry of Labour and Employment, during the currency of the contract. If there is any revision during the currency of the contract, the tenderer shall bear such revisions from his side only.

4.16. As ICF is following all statutory rules and regulations the successful tenderers working with ICF is also expected to practice all these statutory rules and regulations. Hence the successful tenderers must provide adequate insurance coverage as per Workmen Compensation Act to their labour and equipment. For the labour engaged the successful tenderer is required to provide a photo identity card, and also shall provide all the requisite Personal Protective Equipment and the stipulated minimum wages applicable for the work.

4.17. The successful tenderer shall see that no unauthorised person works for him inside ICF premises.

4.18. The successful tenderer shall be responsible for the discipline of the men engaged by him inside the ICF area and ensure that the labourers employed by him are confined to their places of working and shall not go around the workshop.

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

4.20. All the materials i.e. PPE’s (such as nose mask, gloves, safety shoes, helmets etc.), required for the works to be carried out vide Para 1 above and its sub-paras of SCC, shall be arranged and maintained by the successful tenderer.

4.21. Driver and Stretcher bearer engaged under this contract should wear distinct uniforms. The uniforms shall be:

   • For Drivers White Shirt and pant and
   • for stretcher bearer White overcoat

   with successful tenderer’s name and logo printed on it. The colour of the uniform shall be different from what is used in Railways. The contract workers shall also wear appropriate personal protective equipment.

5. **CONTRACT PERIOD:**

5.1. Validity of Contract: One year from the date of commencement

5.2. The work must be commenced within Fifteen days from the date of issue of LOA
6. **MAINTAINING OF LOG BOOK:**

6.1. The Driver has to maintain logbook on daily basis and the log book is to be endorsed by Senior Section Engineer in-charge nominated by Dy. CME/Plant. This log book shall be presented for verification whenever the same are called for verification by Labour Enforcement officer or by any official. The format for Log book will be given to the successful tenderer at the time of awarding of contract.

6.2. The driver and the stretcher bearer shall sign the attendance register, maintained by the Senior Section Engineer in charge nominated by the Officer in charge, daily at the time of commencement of the shift.

7. **MEASUREMENT, INSPECTION AND CERTIFICATION OF WORK:**

7.1. At the end of every month, the successful tenderer shall submit the bill for the work done during that month. The Senior Section engineer in-charge shall scrutinize the bills based on the log books and the attendance Register certify the same for payment.

7.2. It shall be the duty of the successful tenderer to get the bills certified by the Senior Section engineer in-charge for the work.

8. **PENALTY CLAUSE:**

8.1. Since the service is required in an emergency situation, the denial of service of vehicle during the required time will be seriously viewed. If ICF administration spends on an alternative transport, the expenditure will be debited from the successful tenderer’s amount.

8.2. In case the breakdown of hired ambulance during the course of movement, alternative vehicle should be arranged immediately. Otherwise, if ICF administration spends on an alternative transport, the expenditure will be debited from the successful tenderer’s amount.

8.3. If the driver or the stretcher bearer on duty fails to adhere to the time schedule or if the driver or the stretcher bearer is found doing unsatisfactory performance against those listed in the conditions, a penalty of Rs. 500/- (Rupees Five Hundred only) per event shall be imposed on the firm on each such occurrence.

8.4. If the driver or stretcher bearer found to be in inebriated condition during the hours of work or under the influence of alcohol or any other drugs, they will be sent for medical examination and if found guilty, a sum of Rs. 10,000/- (Rupees Ten Thousand only) will be imposed on the successful tenderer for every such incidence and the driver will not be allowed to perform duties in ICF First Aid Post thereafter during the rest of the currency of the contract.

8.5. In case of any accident or mishap resulting in loss damage to property or life, the sole responsibility for any legal or financial implication shall rest with the Successful tenderer.

8.6. In cases of absence of the ambulance van, or the driver or the stretcher bearer on any day or any single shift at First Aid Post, such case will be dealt severely and a sum of Rs. 5,000/- (Rupees Five Thousand only) will
imposed as penalty on the successful tenderer on each case. It is the responsibility of the successful tenderer to provide a stand by ambulance van with driver and stretcher bearer in place of the regular ambulance van, whenever it is taken outside First Aid Post for filling up of fuel or for attending any other maintenance works.

8.7. In cases, when the successful tenderer fails to provide three drivers per day (i.e. one driver per shift) to work in three shifts, a fine of Rs. 500/- (Rupees Five Hundred only) per driver in short per day will be levied.

8.8. In cases, when the successful tenderer fails to provide three stretcher bearers per day (i.e. one stretcher bearer per shift) to work in three shifts, a fine of Rs. 500/- (Rupees Five Hundred only) per stretcher bearer in short per day will be levied.

8.9. **Exemption of penalty can be considered on following cases**

8.9.1. On special cases such as natural calamity, bad weather or on any other valid grounds etc. the successful tenderer shall claim for exemption from paying penalty for the above reasons and Senior Section Engineer in-charge of the work shall certify it & get the approval of the Engineer (officer in-charge).

8.9.2. In the above case, the decision of Dy. CME/Plant is final.
STANDARD GENERAL CONDITIONS OF CONTRACT.

These conditions of Contract shall govern the works done under this contract in addition to the Standard General Conditions of Contract for Works in the Integral Coach Factory, Chennai-600 038 as amended and or corrected from time to time which will also be applicable to this contract. Where any of the terms and conditions specified in these special conditions of contract is at variance with any of the terms of the ‘Standard General Conditions of the Contract, the Special Conditions will prevail. The Standard General Conditions of Contract for services in the Integral Coach Factory, Chennai is available in the ICF Internet website (www.icf.indianrailways.gov.in)

1. Earnest money deposit (EMD):
   1.1. The tenderer shall be required to deposit a sum of Rs. 23,480/- (Rupees Twenty-Three Thousand Four Hundred and Eighty only) towards EMD is to be deposited in cash with Assistant Chief Cashier of ICF or in the form of FDR (Fixed Deposit Receipt) with auto renewal facility / Banker’s cheque/Demand Draft in favour of FA & CAO, ICF, executed by State Bank of India or any of the Nationalized Banks or by a Scheduled Bank.
   1.2. Any other form of EMD viz., Cheques or Bank Guarantees will be summarily rejected along with the tender.
   1.3. It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
   1.4. Tenders received without EMD as stipulated above, shall be liable for rejection.
   1.5. If the tender is accepted, this earnest money as mentioned above will be retained as part of Security Deposit for the due and faithful fulfilment of the contract in terms of Clause 16 of the General Conditions of Contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
   1.6. No interest will be payable upon EMD, SD or on any amount payable to the tenderer under the contract.
   1.7. However, for Service contracts, MSEs registered with District Industries Centres, Khadi & Village Industries commission, Khadi & Village Industries Board, Coir Board, National small Industries Corporation, Directorate of handicraft & Handlooms, any other body specified by Ministry of MSME, shall be exempted from payment of minimum EMD detailed above.
2. **Security Deposit:**

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

2.2. The Security Deposit shall, however be released only after expiry of the maintenance period and after passing the final bill based on “No Claim Certificate” from the successful tenderer.

3. **Performance Guarantee:**

3.1. The successful bidder shall have to submit a Performance Guarantee (PG) amounting to 5% of the total contract value within 30 (Thirty) days and up to the date of submission of PG from the date of issue of Letter of Acceptance (LOA) may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the successful tenderer fails to submit the requisite PG even after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately (However not exceeding 90 days from the date of issue of LOA). In case the contractor fails to submit the requisite PG even after 90 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 successful tenderer shall be debarred from participating in re-tender for that work.

3.2. The successful bidder shall give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the total contract value in any of the following forms:

3.2.1. A deposit or cash;

3.2.2. Irrevocable bank guarantee;

3.2.3. Government securities including State Loan Bonds at 5% below the market value;

3.2.4. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any Nationalised Banks;

3.2.5. Guarantee Bonds executed or deposit receipts tendered by all scheduled banks;

3.2.6. A Deposit in the Post Office Savings Bank;

3.2.7. A Deposit in the National Savings Certificates;

3.2.8. Twelve year National Defence Certificates;

3.2.9. Ten Year Defence Deposits;

3.2.10. National Defence Bonds; and
3.2.11. Unit Trust Certificates at 5 percent below market value or at the face value whichever is less.

3.2.12. (FDR in favour of FA&CAO/ICF (free from any encumbrance) may also be accepted.) In case, the tenderer is submitting FDR towards PG, then the FDR shall be submitted with Auto Renewal Facility.

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

3.3. Performance Guarantee should be furnished by the successful tenderer after the letter of acceptance has been issued, but before signing of the agreement and 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 the work gets extended, the successful tenderer shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

3.4. The value of the PG to be submitted by the successful tenderer will not change for variation up to 25% (either decrease or increase). In case during the course of contract execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five per cent) for the excess value over the original contract value shall be deposited by the successful tenderer. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (Five Percent) of the decrease in the contract value shall be returned to the contractor. The PG amount in excess of required PG for decreased contract value, available with Railways shall be returned to contractor as per their request duly safeguarding the interest of Railways.

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

3.6. Whenever the contracts are rescinded, the security deposit will be forfeited and the performance guarantee will be encashed. The balance work shall be got done independently without risk & cost of the failed successful tenderer. The failed successful tenderer shall be debarred from participating in the tender for executing the balance work. If the failed successful tenderer is a JV or a Partnership firm, then every member / partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV / partnership firm.

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

3.7.1. Failure by the successful tenderer to extend the validity of the Performance Guarantee as described herein above, in which event the engineer (Officer in-charge) may claim the full amount of the Performance Guarantee.

3.7.2. Failure by the successful tenderer to pay President of India any amount due, either as agreed by the successful tenderer or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service notice to this effect by Engineer (Officer in-charge).

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

4. **PAYMENT TERMS AND CONDITIONS:**

4.1. No advance payment shall be paid to the successful tenderer.

4.2. All the payments will be made through NEFT only. NEFT Form enclosed vide Annexure – VIII shall be submitted duly filling and submitting all the required details.

4.3. Payment will be made on monthly basis against the certification of the Senior Section Engineer in-charge vide Clause 7 and its sub-Clauses of Special Conditions of Contract of the Tender Schedule.

4.4. Penalties imposed during the month shall be deducted from the monthly payment due to the successful Tenderer.

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

4.6. The Security Deposit shall be released as mentioned in para 2.2 of GCC above. The Performance Guarantee shall be released as mentioned in para 3.5 of GCC above.

4.7. For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (Le) arrangement.

4.8. This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.

4.9. The option so exercised, shall be an integral part of the bidder's offer.

4.10. The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
4.11. In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:

4.11.1. The LC shall be a sight LC

4.11.2. The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.

4.11.3. SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SB1 branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.

4.11.4. The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work.

4.11.5. The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his, agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.

4.11.6. The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.

4.11.7. The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.

4.11.8. The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.

4.11.9. On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).

4.11.10. The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim
shall comprise of copy of Document of Authorisation, Bill of Exchange and Bill.

4.11.1. The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).

4.11.2. The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).

4.11.3. The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.

4.11.4. Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.

4.11.5. The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.

4.11.6. The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.

5. INCOME TAX AND GST:

5.1. Income tax and GST will be applicable for this contract as per the applicable rules and regulations prevailing at the time of making the payment.

5.2. Income tax will be deducted at source at appropriate rates and a certificate to that effect will be issued by the Railway to enable to submit the same for Income Tax returns.

5.3. Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Tax Act, 2017 (IGST)/Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective state's state Goods and Service Tax Act (SGST) also, as notified by Central / State Government & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (UTC) likely to be availed by them is duly considered while quoting rates.

5.4. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

5.5. In case the successful tenderer is not liable to be registered under CGST /IGST / UTGST/ SGST Act, the Railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.
5.6. The successful tenderer shall ensure that all the essential details given below are furnished in their Cash Bill / Invoice / Pro-forma Invoice at the time of raising their request for payments:

5.6.1. Name, Address and GST Identification No. (GSTIN) of the successful tenderer for each state.

5.6.2. Date of issue of Cash Bill / Invoice / Pro-forma Invoice.

5.6.3. Name, Address and GSTIN of the recipient (ICF)

5.6.4. Address of delivery.

5.6.5. HSN Code (for goods) or Accounting code of Service.

5.6.6. Description of goods and or services along with contract reference no., and or Bill No.

5.6.7. Quantity and unit.

5.6.8. Total value of supply of goods and or services

5.6.9. Taxable value of supply of goods and or services taking into account discount or abatement, if any.

5.6.10. Rate of Tax (Central GST, State GST, Inter State GST, Union Territory GST or Cess).

5.6.11. Amount of tax charges in respect of taxable goods or services (CGST, SGST, IGST, UTGST or Cess).

5.6.12. Place of supply along with name of State (in case of a supply in the course of inter-State trade or commerce).

5.6.13. Whether the tax is payable on reverse charge basis? This field must separately be identified as the recipient of services / goods supplied is liable to pay taxes without adjustments.

5.6.14. Signature or digital signature of the supplier or his authorised representative.

5.7. In case there is any further change in GST Tax structure till the date of completion of work or any error is noticed in the calculation of amount payable/recoverable till the release of final bill amount to the contractor, the same shall be paid by ICF or recovered from the contractor’s bill/Security Deposit or any other dues of contractor with the Government of India

5.8. Recovery, if any, which is required to be done from contractor, may be regulated as per Section 171 (1) of CGST Act, 2017.

6. VARIATION IN QUANTITIES:

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

6.1.1. Individual NS items in contract shall be operated with variation of plus or minus 25 % and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
6.1.2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

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

b) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.

c) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.

d) 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.

e) 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.

f) 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 successful tenderer, with the prior personal concurrence of FA & CAO and approval of General Manager.

6.1.3. In cases where decrease is involved during execution of contract:

a) The contract signing authority can decrease the items up to 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 successful tenderer 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.

6.2. 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.
6.3. No such quantity variation limit shall apply for foundation items.

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

6.5. 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.

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

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

6.8. 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.

7. WORK PERMIT:

7.1. Once the Letter of Acceptance is issued to the successful tenderer, the tenderer shall apply in a prescribed format to obtain proper work permit for the period of contract from ICF authorities.

7.2. Following conditions are to be complied by the successful tenderer to obtain the work permit.

7.2.1. The display board containing the details of nature of work, maximum number of staff working per shift, period of work, site in charge name and phone number and main office phone numbers is to be placed at prominent place near the area of work.

7.2.2. If total staff engaged on any day of the contract period is 20 or more, tenderer has to register with Central Labour Commissioner Chennai and obtain license from them.

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

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

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

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

7.2.7. All instrument used for the work is to be complied with IE rules.
7.2.8. The instruments are used to be conformed to IS standard.

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


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

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

7.2.13. Adequate lighting at work place.

7.2.14. Successful tenderer should follow the terms and conditions/instructions of ICF.

7.2.15. Staffs deputed by the tenderer for the work are to be insured during the work period.

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

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

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

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

7.2.20. Adequate first aid trained persons are to be available at work place.

7.2.21. Protection of staff to be ensured from dust which is being generated by your activities.

7.2.22. In case of any accident to the contract staff the successful tenderer should inform to the CSO/Furnishing in form-18 (Factory Act) within one hour.

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

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

7.2.25. ICF owes no responsibility to the equipment & materials of tenderers stored at ICF premises.

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

7.2.27. For fatal accidents occurred to your staff inside Furnishing factory, necessary compensation to the relatives of the staff and legal
expenditure cost shall be borne on respective successful tenderer alone.

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

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

7.2.30. Off cuts and wastes scrap generated during the course of your work must be suitably disposed to the designated dumpsites as directed by the Senior Section Engineer In-charge.

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

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

8. SAFETY:

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

9. INDEMNITY:

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

10. ARBITRATION:

10.1. In the event of any difference or dispute arising between the contractor or his Agents or other servants on the one hand and the Administration or other officer or servants of the Administration on the other hand as to the amount of damages, costs charges or expenses which may be
suffered paid or incurred by the Administration consequence of the nonfulfillment, non-observance or non-performance by the contractor of any of the terms and conditions of this agreement and the General and Special conditions of the contract or to any other matter connected with the contract as to the true intent and meaning of these conditions, the same shall be referred to in writing either by the officer concerned or by the contractor to the sole arbitration as per clauses cl 64 of GCC Arbitration & Conciliation Amendment Act 2015, or any person nominated to be sole arbitrator by the General Manager. The award of the arbitrator so nominated shall be final and binding on the parties of the contract. The place of arbitration will be in Chennai. The courts in Chennai alone shall exclusive jurisdiction on any matters arising out of this agreement.

11. GENERAL TERMS & CONDITIONS:

11.1. This special condition of contract shall be read in conjunction with General Conditions of Contract and specifications of Indian Railways as amended from time to time. The complete General conditions of contract of Indian Railways can be viewed at the following web address:


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

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

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

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

11.6. No freight charge is admissible.


12.1. The successful Tenderer shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees’ Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of “Employees Provident Fund & Miscellaneous Provisions Act, 1952”, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
12.2. The successful Tenderer is required to comply with the provisions of EPF & M&P Act, 1952 and obtain code number from the concerned authorities whenever workmen employed by him are 20 or more. He shall also indemnify Railways from and against any claim, penalties, recoveries under the above Act and Rules. Successful Tenderer should get the code number under the EPF so as to enable the PF Commissioners to extend the social security benefits to the workmen engaged by the Railway successful tenderers.

13. This tender complies with Public Procurement Policy Order 2017 dated 15.6.2017

13.1. Public Procurement Policy for Preference to Make in India:

The Government has issued Public Procurement (Preference to Make in India) Order 2017 laying down the policy to encourage 'Make in India' and promote manufacturing and production of goods and services in India.

13.2. The salient features of the aforesaid Order are as under:

13.2.1. For the purpose of this order, the definitions are as under:

a) Local content’, means the amount of value added in India which shall, unless otherwise prescribed in the special conditions, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) a proportion of the total value, in percent. Local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

b) ‘Local supplier’ means a supplier or service provider whose product or service offered for procurement meets the minimum local content. The minimum local content shall be 50%.

c) ‘Margin of purchase preference’ means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference which is 20%. However, it will be taken as per the status of the policy reckoned as on the date of tender opening.

13.2.2. The local supplier at the time of tender bidding shall provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

13.2.3. In cases of procurement for a value in excess of Rs.10 Crore, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered Accountant (in respect of suppliers other than companies) giving the percentage of local content.
13.2.4. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule (iii) of the General Financial Rules along with such other actions as may be permissible under law.

13.2.5. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

13.2.6. Subject to the provisions of this Order and to any special conditions, purchase preference shall be given to local suppliers in the manner specified under:

a) In procurement of goods where there is sufficient local capacity and local competition, and where value of procurement is Rs.50 Lakh or less, only local suppliers shall be eligible.

b) In procurement of goods above 50 Lakhs and which are divisible in nature, ordering will be done as follows:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

ii. If L1 bid is not from a local supplier, participating local suppliers quoting a price within price band of L1 + Margin of preference (5) shall be allowed to supply a portion of the requirement by bringing down their price to L1 price and such local suppliers can be together ordered up to 50% value of the net procurement quantity. In case some quantity is left uncovered on local suppliers, then such balance quantity will also be ordered on the L1 bidder.

c) In procurement of goods above 50 Lakhs and which are not divisible, ordering will be done as follows:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier’s quoted price falling within the margin of purchase preference (%) and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii. In case lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
14. TENDER DOCUMENT CHARGES:

14.1. The Tender document charges will be Rs. 2,000/- (Rupees Two Thousand Only) if collected in person (or) downloaded from ICF website. Tenderer shall submit a Demand draft for an amount of Rs. 2,000/- (Rupees Two Thousand Only), drawn in favour of FA & CAO / ICF or a cash receipt for an amount of Rs. 2,000/- (Rupees Two Thousand Only) from Asst. Chief Cashier / ICF towards the above mentioned document charges.

14.2. However, for Service contracts, MSEs registered with District Industries Centres, Khadi & Village Industries commission, Khadi & Village Industries Board, Coir Board, National small Industries Corporation, Directorate of handicraft & Handlooms, any other body specified by Ministry of MSME, shall be supplied such Tender document free of cost on confirmation (Xerox copy) of their evidence to this effect.

15. LAST DATE FOR SUBMISSION OF TENDER:

15.1. The Tenderer shall send the sealed tender to reach the undersigned on or before 14.30 Hours on 11.09.2018 or deposit the quotation before 14.30 Hours on same day in the Tender box provided in the office of the Deputy Chief Mechanical Engineer/Plant/Shell/ICF. The Tender will be opened on the same day at 15.00 Hrs.

15.2. Late quotations will not be accepted.

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

15.4. The quotations should be sealed and the cover to be super-scribed as “Hiring of Tempo Traveller or equivalent Ambulance van with driver and stretcher bearer for First Aid Post of Furnishing Division of ICF for a period of One year”, duly specifying the Tender Number PLANT-4-2R3-F-AMBULANCE-1819, to be opened on 11.09.2018.
## SCHEDULE OF RATES

**NAME OF THE WORK:** “Hiring of Tempo Traveller or equivalent Ambulance van with driver and stretcher bearer for First Aid Post of Furnishing Division of ICF for a period of One year”.

**TENDER NO.** PLANT-4-2R3-F-AMBULANCE-1819

<table>
<thead>
<tr>
<th>SI</th>
<th>Description</th>
<th>Amount in Rs.</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Charges (Lumpsum) per month for Stationing and operating of Fully equipped Tempo Traveller Ambulance Van with Driver and Stretcher bearer round the clock on all days in a month (Three Drivers and Three Stretcher bearers per day). (Approximately 1000 Km per month).</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Total Value for 12 months ((1) * 12)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Total cost for the above work inclusive of taxes and duties (in words)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Validity of the Offer from the date of opening of the tender (Minimum 30 days)</td>
<td>_____________ Days</td>
</tr>
<tr>
<td>5</td>
<td>Agreeing ICF’s Payment Term</td>
<td>Yes / No</td>
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<tr>
<td>6</td>
<td>Agreeing to ICF’s Term on Contract period</td>
<td>Yes / No</td>
</tr>
<tr>
<td>7</td>
<td>Agreeing to ICF’s Terms and conditions of Tender</td>
<td>Yes / No</td>
</tr>
</tbody>
</table>

### Signature of Tenderer.

### Note:
1. No price variation on any account will be allowed.
2. Income tax @ 2% or at the percentage levied by the Government from time to time will be recovered from the Contractor’s Invoice by the Administration.
3. The tenderer should quote rates, inclusive of GST/other tax.
4. The successful tenderer should ensure minimum wages for skilled/unskilled labourers.
AGREEMENT FOR WORKS (DRAFT)

संविदा करार से ................................................................. तारिख
Contract Agreement No. ................................................... Dated:

एक पक्षकर के रूप में सवारी डिज़ाइन कार्याना, चैने 600038 के ..........................................................हारा कार्य हुए भारत के राष्ट्रपति (जिन्हें इसमें अगे रेल कहा कहा जा है) और इसके पक्षकर के रूप में श्रीमेसर्स.........................................................जिसका रथी डाक पता .......... है (जिसे इसमें अगे ठेकेदार कहा गया है) के बिज आज तारिख ...... को किए गये कार्य के अनुक्रेद ।

ARTICLES OF AGREEMENT made this ........day of......................... between the President of India acting through the .......................................................... INTEGRAL COACH FACTORY, CHENNAI 600038 herein after called the "Railway" of the one part and Shri/Messrs............................................................. whose permanent Postal address is ..........................................................

..........................................................

herein after called the "Contractor" of the other · part.

ठेकेदार ने इसके साथ संग्रह अनुसूची उल्लिखित कार्य ................. को सवारी डिज़ाइन कार्याना, चैने 600038 में कार्य के लिए संविदा की साधारण शर्तों पर तथा कोई विशेष वर्तमान और विशेष विनिमंत्रण हो तो उनके अनुसार और इसके साथ संग्रह रेखांकित के अनुक्रेद करने का कार्यरतै के साथ किया है । उनके कार्य का किया जाना ऐसा कार्य है जिसमें जनता हितबद्ध है।

WHEREAS the Contractor has agreed with the Railway for the performance of the works

..........................................................

Set forth in the Schedule hereto annexed upon the General Conditions of Contract for Works in the Integral Coach Factory, Chennai-600 038 and the special conditions and special specifications, if any and in conformity with the drawings hereunto annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

यह करार इस बात का साबित है कि रेल द्वारा किये जाने वाला भूमिका के प्रति फलस्वरूप ठेकेदार उक्त अनुसूची में उल्लिखित उनके कार्यों को सम्पूर्ण रूप से करेगा तथा उन कार्यों को अन्तर्गत तस्वीरी, साधनाओं और यथार्थता से, कृतिरती से और संग्रह की समांगार रूप में निम्नानुसार करेगा। ठेकेदार उन कार्यों को उक्त विवेदियों, उक्त रेखांकनों और सैदियों की एक संग्रह दारीख .............। तक या उससे पूर्व करेगा तथा नक्सल पुरा होने की आवश्यकता तारिख से ...... केल्पर मान की अवधि तक उनका अनुरूपण करेगा उत्तर में उल्लिखित सभी शर्तों का कर (जो उससे प्रभाव इस संविदा के भांग कर सकती हो और, मानिए जाऊँगी मानिए जाऊँगी इसका इसमें पूरी तरी और उसके आधार पर उल्लिखित करेगा।)। तो तो, ठेकेदार को उक्त कार्यों के अनुरूप रूप है जाने पर उनका बाबत देख रहका करा, इसमें संग्रह अनुसूची में उल्लिखित दरों से भूमिका करेगी या करायेगी।

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

ठेकेदार / CONTRACTOR
IN WITNESS whereof the parties have hereunto set their respective hands the day and the year mentioned by them.

Signed for and on behalf of the President of India by

INTEGRAL COACH FACTORY, CHENNAI-600038

In presence of

Who signed these presents in the presence of?

(1)

(2)
INSTRUCTIONS TO TENDERERS

MEANING OF TERMS.

1. DEFINITIONS:

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

1.1.1. "Railway" shall mean the President of the Republic of India or the administrative Officers of the Integral Coach Factory or of the Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.

1.1.2. "General Manager" shall mean the officer in administrative charge of the whole of the Integral Coach Factory, Chennai-38 and shall mean and include the General Manager of the successor Railway.

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

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

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

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

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

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

1.1.9. "Works" shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to specifications.

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

1.1.11. "Drawings" shall mean the drawings, plans and tracing or prints there of annexed to the Tender Forms.
1.1.12. "General Conditions of Contract" shall mean the General Conditions of contract for works in the Integral Coach Factory Mechanical Engineering Department, issued under the authority of the Chief Mechanical Engineer.

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

2. REGULATIONS FOR TENDERS AND CONTRACTS

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

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

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

3. AMOUNT AND METHOD OF DEPOSIT OF EARNEST MONEY: Please refer relevant paras of the General condition of contract.

4. SECURITY DEPOSIT AND PERFORMANCE GUARANTEE: Please refer relevant paras of the General condition of contract.

5. CARE IN SUBMISSION OF TENDERS:

5.1. 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 for the completion of works to the entire satisfaction of the Engineer (Officer in-charge).

5.2. When work is tendered for by a firm or Company of Successful tenderers, the tender shall be signed by the individual legally authorised to enter into commitments on their behalf. The Railway will not be bound by any power of attorney granted by the 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 successful tenderer.
6. **RIGHT OF RAILWAY TO DEAL WITH TENDERS:**

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

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

7. **EXECUTION OF CONTRACT DOCUMENTS:**

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

8. **CONDITIONS OF TENDER**

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

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

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

8.4. **Right of Railway to reject tender:** It shall not be obligatory on the Railway to accept the lowest tender and no tender/ tenderers shall demand any explanation for the cause of rejection of his/their tender.
8.5. **Furnishing wrong information**: If the tenderer/tenderers deliberately gives/ give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.

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

8.7. **Income Tax Clearance Certificate**: The tenderer/tenderers is /are required to produce along with his/their tender an authorised copy the Income Tax Clearance Certificate or a sworn affidavit duly countersigned by the Income Tax Officer to the effect that he/ they has/have no taxable income. Documents testifying to the tenderer’s previous experience and financial status should be produced when desired by the Railway.

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

8.9. The tenderer/successful tenderer shall ensure all safety measures.

8.10. No freight is admissible.

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

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

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

8.14. The successful tenderer/tenderers shall be required to execute an Agreement in the form annexed hereto (Page) duly stamped with the President of India acting through the Engineer (Officer in-charge), Integral Coach Factory, Chennai 600 038 of the Railway for carrying out the work according to the General Conditions of Contract and Specifications. The cost of the stamps will be borne by the Successful tenderer.

8.15. The tenderer shall keep the offer open for a minimum period of 30 days from the date of opening of the tender, within which period the tenderer cannot withdraw his offer, subject to the period being extended further if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his “Earnest Money”.

8.16. The successful tenderer shall comply with the provisions of the Factories Act, 1948 or the modifications thereof or any other laws relating thereto and rules made there under from time to time.
8.17. Should a tenderer be a retired engineer or the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Mechanical Department of any of the Railways owned and administered by the President of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired engineer or a retired gazetted office as aforesaid, or should a tenderer being an incorporated company have any such retired engineer or retired officer as one of its directors, or should a tenderer have in his employment any retired engineer or retired gazetted officer as aforesaid the full information as to the date of retirement of such engineer or retired gazetted officer from the said service and in cases where such engineer or officer had not retired from government service at least ONE year prior to the date of submission of the tender as to whether permission for taking such contract or if the contract be a partnership firm or an incorporated company to become a partner or director as the case may be or to take employment under the successful tenderer has been obtained by the tenderer or the engineer or the officer as the case may be from the President of India or any officer duly authorised by him, in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired engineer or retired gazetted officer is so associated with the tenderer, as the case may be shall be rejected.

8.18. Should a tenderer or successful tenderer being an individual on the list of approved Successful tenderers, have a relative employed in gazetted capacity in the Integral Coach Factory Chennai 600 038, or in the case of a Partnership firm or Company incorporated under the Indian Company Law should a Partner or a relative of the Partner or a Shareholder or relative of a Shareholder be employed in gazetted capacity in the Integral Coach Factory, Chennai 600 038, the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tender may be rejected or if such subsequently comes to light, the contract may be rescinded in accordance with the provisions in Clause 62 of the General Conditions of Contract.

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

8.20. A contractor who has not carried out any work so far in the Integral Coach Factory should furnish the following particulars:

8.20.1. His / Her position as an Independent contractor.

8.20.2. His / Her capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm.

8.20.3. His / Her previous experience on the works similar to that to be contracted for the proof of which original certificates or testimonials
may be called for and their genuineness verified if need by reference to the signatories thereof.

8.20.4. His / Her knowledge, from actual personal investigation of the resources of the Zone or Zones in which he/she offers to work.

8.20.5. His / Her ability to supervise the work personally or by competent and duly authorized agents.

8.20.6. His / Her financial position

9. Any individual or individuals signing the tender or other documents connected with the contract should specify whether he/she is signing.
   i. as "sole Proprietor/Proprietrix" of the firm or as his/her attorney, or
   ii. as a “partner” of the firm or as its attorney or
   iii. for the firm per procurationem.

In the case of limited companies and firms registered under the Indian Partnership Act, the capacity in which he/she is signing should be specified e.g. Director, Managing Director, Manager, Secretary, Partner or Attorney as the case may be. The document empowering the individuals to sign on behalf of the firm etc. should be produced if required. In case of unregistered firms, all the partners or any attorney duly authorised by all of them or a duly authorised Manager of the firm should sign the tender and all connected documents.

10. The tenderer whose tender is accepted shall be required to appear at the office of the Dy. CME/Plant, Integral Coach Factory, Chennai-600 038 in person or if a firm or corporation, a duly authorised representative thereof shall appear to execute the contract documents within seven days after the notice that the contract has been awarded to him/her. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender, in which case the earnest money accompanying the tender shall be forfeited by the Administration, for such default, without prejudice to any other penalties to which the contractor may be subjected to under the contract.

11. The tenderer is required to state in the tender his/her address, fully and correctly. It is to be distinctly understood that any communication sent by post or deliverer to the address of the tenderer as given in the tender papers shall be deemed to have been duly served on the tenderer in proper time.

12. The tender form is not transferable.

13. The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall when so have required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.

14. In case of any wrong information submitted by tenderer, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire Indian Railways for 5 (five) years.
**SAFETY, HEALTH AND ENVIRONMENTAL INSTRUCTIONS**

1. **SAFETY & HEALTH**


1.2. Adequate and appropriate tools shall be issued.

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

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

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

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

1.7. Ensure adequate lighting at work place.

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

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

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

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

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

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

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

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

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

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

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

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

1.20. In case of any accident to the contract staff, the successful tenderer should inform to the CSO/Shell & CSO/Fur., through department concerned within one hour.

1.21. Disobeying or not following the conditions / precautions / procedures shall result in penalty. In serious cases, stoppage of work or cancellation of permits may be done. Stopping of the work are empowered by the Safety Officer, Chief Safety Officer, Factory manager and Occupier.

1.22. For accidents involving to your staff inside Shell factory, necessary compensation to the dependents of the staff and legal expenditure cost shall be borne on your account.

1.23. The display board containing the details of nature of work, maximum number of staff working per shift, period of work, site in charge name and phone number and main office phone numbers is to be placed at prominent place.

1.24. If total staff engaged by you on any day of the contract period is 20 or more, you have to register with Central Labour Commissioner at Shastri Bhavan and obtain license.

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

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

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

1.28. Form XXIV - Half-yearly returns and Form VI B - Notice of commencement /completion of work shall be sent to Labour office, Shastri Bhavan

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

1.30. 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.

1.31. No person is allowed to work at a place from which he may liable to fall through a distance of more than two metres and working on heights, shall be provided with a safety belt and shall be securely tied or hooked to suitable rigid fixture. These safety belts shall be tested and examined thoroughly by a competent person at least once in six months and the certificate shall be produced on demand.
2. ENVIRONMENT

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

2.2. Handling, storage & use of any chemicals and Hazardous waste shall be carried out as per conditions laid down by TNPCB (Tamil Nadu Pollution Control Board). Any clarification shall be made with contract executing officer & Safety Cell.

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

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

2.5. Any open fire or smoke noticed by the successful tenderer or his men, should be informed immediately to the Fire Fighting crew through telephone numbers

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<th>FIRE FIGHTING CREW:</th>
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3. PENALTY

3.1. In case any unsafe conditions noticed that could have led to grievous injury to the contract labour, a minimum penalty of Rs. 5,000/- per person shall be imposed by ICF administration to the successful tenderer. However if multiple violation of Safety instructions are noticed, the amount could be higher.

3.2. The contract staff if found without safety belt while performing work on heights, the permit shall be cancelled and a penalty of Rs. 10,000/- (Rupees Ten Thousand only) shall be imposed and all other safety violations like not wearing helmets etc. also shall be penalised according to the existing contract conditions.

3.3. Recurrence on third occasion for the same contract would result in penalty of Rs. 50,000/- (Rupees Fifty thousand only) and termination of contract.

4. DECLARATION BY SUCCESSFUL TENDERER:

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

Signature of Proprietor/Owner/Contractor
(With company seal)

Forwarded by:

Officer Executing the Contract
## Annexure-I

### PARTICULARS OF TENDERER(S)

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<tr>
<th>S No</th>
<th>Description</th>
<th>Particulars</th>
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<tbody>
<tr>
<td>1</td>
<td>Full name of Contractor</td>
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<td>2</td>
<td>Year of establishment of Contractor</td>
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<td>3</td>
<td>Registered Head Office Address, Telephone no., Mobile no., Fax no., E-mail address.</td>
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<td>Branch office Address</td>
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<td>5</td>
<td>Details of constitution of firm, names of Partners/ Executives/ Power of Attorney holders etc.</td>
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<td>6</td>
<td>Particulars of Registration with Govt./Semi-Govt. Organisation, Public Sector Undertaking and Local Bodies etc.</td>
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**Annexure-II**

**DETAILS OF WORKS EXECUTED SIMILAR TO TENDERED WORK**

(Works of at least 35% value of present tender completed during last 3 Financial years i.e. current year and three previous financial years to be given)

<table>
<thead>
<tr>
<th>S No</th>
<th>Name of Work</th>
<th>Name of Organisation for whom executed and Contract awarding authority</th>
<th>Contract Agreement No. and date of Award</th>
<th>Approximate value of Contract Agreement value</th>
<th>Final Value</th>
<th>Date of Commencement</th>
<th>Date of Completion</th>
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**Note:**

1) Details of Works executed similar to tendered work as per the above format duly signed by the Tenderer shall be enclosed separately.

2) Certificate from Authority concerned/employer duly attested to be attached.

3) Certificates from Private individuals for whom such works are executed shall not be accepted.
Annexure-III

DETAILS OF WORKS CARRIED OUT DURING LAST THREE FINANCIAL YEARS & IN THE CURRENT FINANCIAL YEAR

<table>
<thead>
<tr>
<th>S No</th>
<th>Name of Work</th>
<th>Name of Organisation for whom executed</th>
<th>Contract Agreement No. and date of Award</th>
<th>Approximate value of Contract</th>
<th>Date of Commencement</th>
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</tbody>
</table>

Note: - 1) Details of Works carried out during last three Financial years & in the current financial year as per the above format duly signed by the Tenderer shall be enclosed separately.

2) Certificate from Authority concerned/employer duly attested to be attached.

3) Certificates from Private individuals for whom such works are executed shall not be accepted.
## DETAILS OF WORKS IN HAND

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Description of work</th>
<th>Contract awarding authority</th>
<th>Agreement No. &amp; Date</th>
<th>Cost. Of work</th>
<th>Date of commencement of work</th>
<th>Due Date of completion as per agreement</th>
<th>%age completion of work till date</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Note: 1) Details of Works on Hand as per the above format duly signed by the Tenderer shall be enclosed separately.

2) Certificate from Authority concerned/employer duly attested to be attached
**Annexure-V**

**LIST OF PERSONNEL AVAILABLE ON HAND**

<table>
<thead>
<tr>
<th>S No</th>
<th>Name and Designation</th>
<th>Qualification</th>
<th>Professional Experience in years</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td></td>
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<tr>
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</tbody>
</table>

**LIST OF PERSONNEL PROPOSED TO BE ENGAGED FOR THIS WORK FROM ABOVE**

<table>
<thead>
<tr>
<th>S No</th>
<th>Name and Designation</th>
<th>Qualification</th>
<th>Professional Experience in years</th>
</tr>
</thead>
<tbody>
<tr>
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**LIST OF PERSONNEL PROPOSED TO BE ENGAGED FOR THIS WORK FROM OUTSIDE**

<table>
<thead>
<tr>
<th>S No</th>
<th>Name and Designation</th>
<th>Qualification</th>
<th>Professional Experience in years</th>
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</table>

**Note:**
1. *List of personnel details as per the above formats duly signed by the Tenderer shall be enclosed separately.*
2. *Supporting documents should be enclosed.*

I hereby certify that no retired Engineer/Gazetted Officer of the Railways who has retired within One year of date of submission of tender and has not obtained permission of competent authority has been engaged by me/our firm. I also certify that none of my relative is engaged in Mechanical/Electrical/Civil Engineering Department of ICF.
# Annexure-VI

## DETAILS OF PLANTS & MACHINERY OWNED BY TENDERER

<table>
<thead>
<tr>
<th>S No</th>
<th>Particulars of Plants and Machinery</th>
<th>No. / Unit</th>
<th>Kind and Make</th>
<th>Capacity</th>
<th>Age and Condition</th>
<th>Approximate cost in Rs.in Lakhs</th>
<th>Purchase Bill No. and Date and Registration particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
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</tbody>
</table>

## DETAILS OF PLANTS & MACHINERY PROPOSED TO BE INDUCTED FROM ABOVE FOR THIS WORK

<table>
<thead>
<tr>
<th>S No</th>
<th>Particulars of Plants and Machinery</th>
<th>No. / Unit</th>
<th>Kind and Make</th>
<th>Capacity</th>
<th>Age and Condition</th>
<th>Approximate cost in Rs.in Lakhs</th>
<th>Purchase Bill No. and Date and Registration particulars</th>
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</tbody>
</table>

## DETAILS OF PLANTS & MACHINERY PROPOSED TO BE INDUCTED FROM OUTSIDE FOR THIS WORK

<table>
<thead>
<tr>
<th>S No</th>
<th>Particulars of Plants and Machinery</th>
<th>No. / Unit</th>
<th>Kind and Make</th>
<th>Capacity</th>
<th>Age and Condition</th>
<th>Approximate cost in Rs.in Lakhs</th>
<th>Purchase Bill No. and Date and Registration particulars</th>
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</thead>
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</tbody>
</table>

Note: - Details of Plant and Machinery as per the above formats duly signed by the Tenderer shall be enclosed separately.
PARTICULARS OF SUPERVISORS TO BE EMPLOYED ON THE WORK

<table>
<thead>
<tr>
<th>S No.</th>
<th>Name and Designation</th>
<th>Qualification</th>
<th>Experience in years</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

**Note: Supporting documents should be attached**

I hereby certify that no retired Engineer/Gazetted Officer of the Railways who has retired within 1 year of date of submission of tender and has not obtained permission of competent authority has been engaged by me/our firm. I also certify that none of my relative is engaged in MECHANICAL Department in ICF

**DECLARATION FOR SITE VISIT**

I/We hereby solemnly declare that I/We visited the sites of work personally and have made myself/ourselves fully conversant of the conditions therein. I/We have quoted my/our rates for various items in the tender schedule taking into account all the above factors also.
## ANNEXURE VIII

**MANDATE FORM FOR NATIONAL ELECTRONIC FUND TRANSFER (N.E.F.T)**

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<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>1</strong></td>
<td>Name of the firm</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>Vendor Codes allotted by ICF (if more than one vendor code, furnish all)</td>
</tr>
<tr>
<td><strong>3</strong></td>
<td>Address</td>
</tr>
<tr>
<td><strong>4</strong></td>
<td>Name of the Bank</td>
</tr>
<tr>
<td><strong>5</strong></td>
<td>Branch</td>
</tr>
<tr>
<td><strong>6</strong></td>
<td>Address of the Bank</td>
</tr>
<tr>
<td><strong>7</strong></td>
<td>Account No</td>
</tr>
<tr>
<td><strong>8</strong></td>
<td>Type of account</td>
</tr>
<tr>
<td><strong>9</strong></td>
<td>IFSC Code of the branch</td>
</tr>
<tr>
<td><strong>10</strong></td>
<td>MICR Code of the branch</td>
</tr>
<tr>
<td><strong>11</strong></td>
<td>PAN Card No.</td>
</tr>
<tr>
<td><strong>12</strong></td>
<td>TIN No</td>
</tr>
</tbody>
</table>

**13** Signature of the authorised person of the firm with stamp and date.

**14** Certified that the information furnished above are correct. Our branch is participating in the NEFT System.

**14.1 Email ID**

**14.2 Mobile No.**

**15** The following information may be furnished if the vendor wishes to receive payment details through Email and SMS.

1. Account number and IFSC code may be furnished exactly as appearing in the cheque book and the same may be verified with the bank.
2. A cancelled cheque shall be enclosed for verification.

(For official use of INTEGRAL COACH FACTORY)

Contractor code allotted to the above contractor is……………………………………

Page 43 of 46
Annexure IX

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

(To be executed in presence of Public rotary on non-judicial stamp paper of the value of Rs.100/- . The stamp paper has to be in the name of the tenderer) 

I……………….. (Name and designation) ** appointed as the attorney/authorized signatory of the tenderer (including its constituents).

M/s…………………….. (Hereinafter called the tenderer) for the purpose of the tender documents for the work of …………………………………………………………….. as per the tender No………………………….. of Integral Coach Factory, Chennai, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am / are signing this document after carefully reading the contents.

2. I/we the tenderer (s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.icf.indianrailways.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway administration shall be final and binding upon me / us.

4. I/we declare and certify that I / we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.

6. I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

7. I / we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years on entire IR. Further I/we (insert name of the tenderer) ............... And all my / our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five years on entire IR.

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/we above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Date:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public.
CHECK LIST FOR SUBMITTING QUOTATION

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

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<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Your offer is in line with Para-wise Special Conditions of Contract.</td>
</tr>
<tr>
<td>2</td>
<td>Submission of Offer</td>
</tr>
<tr>
<td>3</td>
<td>Submission of EMD.</td>
</tr>
<tr>
<td>4</td>
<td>Submission of List of credentials.</td>
</tr>
<tr>
<td>5</td>
<td>Acceptance for Payment Terms and Income Tax deduction as applicable.</td>
</tr>
<tr>
<td>6</td>
<td>Completion period of work as per Tender.</td>
</tr>
<tr>
<td>7</td>
<td>Furnishing of GSTIN, HSN / SAC Code</td>
</tr>
</tbody>
</table>

Signature of
Proprietor/Owner/Contractor
(With company seal)

-----END OF DOCUMENT-----