

INTEGRAL COACH FACTORY, CHENNAI-600 038
(INDIAN RAILWAYS)

Deputy Chief Mechanical Engineer/Design, Integral Coach Factory, Chennai: 600 038
invites sealed tender for the following work:

1. TENDER NOTICE NUMBER : ICF/D&D/024
2. DESCRIPTION OF WORK : "Supply, Installation & Commissioning of Hyperworks Software at D&D Centre" as per detailed specification in tender schedule
3. QUANTITY : As per detailed specification
4. VALUE : Rs. 85,30,000/-
(Rupees Eighty Five Lakhs Thirty Thousands only)
5. COST OF THE TENDER FORM IF REQUIRED IN PERSON : Rs. 5000
6. COST OF THE TENDER FORM IF REQUIRED BY POST : Rs. 5500
7. EMD OF THE WORK : Rs. 1,70,600/-
(Rupees One lakh Seventy thousand Six hundred only to be remitted in favour of FA&CAO/ICF)
8. DATE OF ISSUE OF TENDER DOCUMENTS : FROM 30-10-2017 BETWEEN 10.00 HRS. & 12.30 HRS. FROM MONDAY TO FRIDAY
9. PLACE OF ISSUE OF TENDER FORM : Office of the Chief Design Engineer/Mech., Design & Development Centre, I.C.F., Chennai: 38.
10. LAST DATE OF ISSUE OF TENDER FORM : DT: 29-11-2017.
11. CLOSING OF TENDER : DT: 30-11-2017 AT 15.00 HRS.
12. DATE & TIME OF OPENING OF THE TENDER : DT: 30-11-2017 AT 15.15 HRS.

INTEGRAL COACH FACTORY, CHENNAI-38
MECHANICAL DEPARTMENT
DESIGN & DEVELOPMENT CENTRE

TENDER SCHEDULE

NAME OF THE WORK	Supply, Installation & Commissioning of Hyperworks Software at D&D Centre" as per detailed specification in tender schedule
TENDER NO.	ICF/D&D/024
APPROXIMATE TENDER VALUE	Rs. 85,30,000/- (Rupees Eighty five Lakhs Thirty Thousands only)

Regulations for Tenders and contracts, conditions of Tender, Agreement Form, Special conditions of Contract and schedule.

Name of the Tenderer :

Address :

Office of the Chief Design Engineer/Mechanical,
Design & Development Centre
Integral Coach Factory,
Chennai: 600 038.

INTEGRAL COACH FACTORY, CHENNAI: 38
DESIGN & DEVELOPMENT CENTRE
MECHANICAL DEPARTMENT

TENDER SCHEDULE

TENDER NO. ICF/D&D/024

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	Tender Closing Hours: 15.00 hrs	30-11-2017
	Tender Opening Hours: 15.15 hrs.	

Not Transferable:

Issued to M/s.

On date: _____

Open Tender

Senior Mechanical Engineer/Design
Design & Development Centre
for and on behalf of the President of India

INTEGRAL COACH FACTORY
CHENNAI - 600038

TENDER DOCUMENT

Name of work: Supply, Installation & Commissioning of Hyperworks Software at D&D Centre" as per detailed specification in tender schedule

(VOL-I)

TENDER PAPERS NO: ICF/D&D/024
ISSUED BY DY.CME/DESIGN, ICF, CHENNAI

Part 1

P R E A M B L E

TENDER PAPERS NO : ICF/D&D/024

These tender papers are in two volumes (Vol. I & Vol. II) relating to the Supply, Installation & Commissioning of Hyperworks Software as per detailed specification in tender schedule.

1. Foreign Exchange

No foreign exchange and / or import license will be released / provided to the contractor in connection with this contract.

2. Earnest Money: (See para 1.1.5 of Part-I, Chapter -I)

The Tenderer shall deposit with the Asst Chief Cashier/ICF, Chennai or his successor (whose address will be intimated subsequently) a sum of Rs. 1,70,600/- (Rupees One lakh Seventy thousand Six hundred only) as Earnest Money Deposit in the manner prescribed in para 1.1.5 of Standard Terms and Conditions (STC).

3. a. Security Deposit (SD): (See para 1.2.13 of Part-I, Chapter -II)

- a. Security Deposit for each work should be 5% of the contract value.
- b. The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
- c. Security deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards security deposit.

Security Deposit shall be returned to the contractor after the expiry of the maintenance period and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' will be obtained from the contractor.

After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.

Note: No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the contractor under the contract.

b. PERFORMANCE GUARANTEE (PG):

The procedure for obtaining Performance guarantee is outlined below:

- (i) The contractor should submit a performance guarantee within 30 days from the date of issue of Letter of Acceptance (LOA) amounting to 5% of the contract value in any of the following forms

- a) A deposit of Cash
 - b) Irrevocable bank Guarantee
 - c) Government Securities including State Loan Bonds at 5 percent below market value
 - d) Deposit Receipts Pay orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or any of the Nationalized bank.
 - e) Guarantee Bonds executed or Deposit receipts tendered by all scheduled banks
 - f) A deposit in the Post Office Saving Bank
 - g) A deposit in the National Savings Certificates
 - h) Twelve year National Defence Certificates
 - i) Ten years Defence Deposits
 - j) National Defence Bonds
 - k) Unit trust certificates at 5 percent below market value or at the face value whichever is less
 - l) Also FDR in favour of FA&CAO (free from any encumbrance) will be accepted
- ii) Extension of time for submission of PG beyond 30 days and upto 60 days from the date of Issue of LOA may be given by the competent authority. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 days i.e. from 31st day after the date of issue of LOA.
 - iii) In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against the contract. The failed contractor shall be debarred from participating in retender for that work.
 - iv) PG shall be initially valid upto stipulated date of completion plus 60 days beyond that. In case the time of completion gets extended, the contractor shall get the validity of PG extended to cover such extended time for completion of work plus 60 days.
 - v) Performance guarantee shall be released after satisfactory completion of the work. The procedure for releasing should be same as for security deposit.
 - vi) Wherever the contracts are rescinded, the security deposit should be forfeited and the performance guarantee shall be encashed and the balance work should be got done separately.
 - vii) The balance work shall be got done independently without risk and the cost of the original contractor.
 - viii) The original contractor shall be debarred from participating in the tender for executing the balance work.

4.0 Scope of Work

Supply, Installation & Commissioning of Hyperworks Software as per the detailed specification vide Part – I Chapter – IV of this tender schedule.

The present tender comprises of the following:

- i) Hyperworks Software – 63 HWU (Hyperworks units)
Version 17.0 or higher (3 users)
(Perpetual paid up network license)

5.0 Time period of work

- 1) Supply, Installation and Commissioning of Hyperworks Software – 2 months

6.0. Eligibility criteria for participating in the tender

Tenderers are required to satisfy the following eligibility conditions.

1. The tenderer should have completed at least one similar single work for a minimum value of 35% of the advertised tender value i.e. Rs. 29,85,500/- in the last three financial years. (i.e. current year and previous three financial years)

Similar work is defined as “Supply, installation and commissioning of Hyperworks software”.

2. Total contract amount received during the last three years by the tenderer should be minimum of 150% of the advertised tender value i.e. Rs. 1,27,95,000/-

Note: The tenderer should attach evidence for the above along with the offer.

6.1 Documents to be submitted to prove Eligibility Criteria

(a) Completion certificate

For the purpose of similar single work, the Completion Certificate should be attached to the tender document as per Proforma (Format given in Form – 6A in Vol. II) which can be filled up and signed by the tenderer, incase the format issued by the Executive is different. The certified copies of relevant Completion Certificate should also be enclosed.

- (i) Similar works physically completed within the qualifying period, i.e. the last 3 financial years and current financial year will only be considered in evaluating the eligibility criteria.
- b) 1. List of works completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award, date of scheduled completion of work, date of actual start, actual completion and final value of contract should also be given.
 2. List of works on hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award should be submitted.

Note: Incase of items b) 1 & 2 above, supportive documents / certificates from whom they worked / are working should be enclosed. Certificates from private individuals for whom such works are executed / being executed will not be accepted.

c) Certificate for total contract amount received:

Documentary evidence duly certified by a Chartered Accountant/Company Auditor, audited balance sheet duly notarised, or certificate issued by Railway Officers not below the rank of JA Grade shall be submitted along with the offer for the total contract amount received.

Tender Committee may at their discretion call for the originals of the credentials for verification from the tenderers or any clarifications/confirmations on the contents of the documents submitted.

6.2 In case the overall value of the tender by Central Public Sector undertakings is upto 10 % higher than the lowest acceptable tender of private sector tenderer, subject to cost of tender being in excess of five crore, the ICF reserves the right to give purchase preference to the tender of such Central Public Sector undertakings ignoring the lowest.

7.0 The contracted work should be continuously carried out without break and to be completed within the targets given by ICF.

8.0 Submission of tenders

The tenders shall be submitted in the manner prescribed in of the standard terms and conditions. Tenders shall be submitted at the Office of the Chief Design Engineer /Mech./ICF/Chennai or his successor (whose address will be intimated in due course) on 30-11-2017 not later than 15.00hrs. (Indian Standard Time) In case the proposed day happens to be a holiday the tenders should be submitted in the same office on the next working day in the same manner.

9.0 Date of opening of Tenders

The bid of tenders will be opened at 15.15hrs. (Indian Standard Time) on 30-11-2017 in the office of the Chief Design Engineer/Mech./ICF/Chennai or his successor/nominee (whose address will be intimated in due course). In case the day happens to be a holiday the tenders will be opened in the same manner on the next working day.

10.0 Addresses

Relevant addresses for various purposes connected with the tender are given in para 2.5 (part 2) of this document

11.0 The tenderer is required to quote for each item of work i.e. for all items listed for the execution of contract. The tenderer is also required to quote the summary of prices for the schedules of work and sign all the pages.

12.0 'General Conditions of Contract' of ICF as amended by advance correction slips issued upto date and Special Conditions of the contract shall be part of the contract. General Conditions of the contract are available on ICF Website.

Signature of the Contractor

PART – 2

PARTICULAR SPECIFICATIONS

CLAUSE NO.	SUBJECT
2.1:	Introduction
2.2:	Location
2.3:	Addresses
2.4:	Quantities

PARTICULAR SPECIFICATIONS

2.1 INTRODUCTION

The work involves

Supply, Installation & Commissioning of Hyperworks Software as per detailed specification in tender schedule.

2.2 LOCATION

The Hyperworks Software should be supplied, installed and commissioned at Design & Development Centre, ICF Chennai-38.

2.3 ADDRESSES

The list of addresses to which correspondence and documents related to the contract should be sent is as under:

- a) For all policy, contractual and commercial matter prior to the award of Contract
Deputy Chief Mechanical Engineer/ Design
Design & Development Centre
Integral Coach Factory, Chennai-600038

- b) After the award of Contract
Senior Mechanical Engineer/ Design
Design & Development Centre
Integral Coach Factory, Chennai-600038

- c) For Security Deposits & EMD
Senior Mechanical Engineer/ Design
Design & Development Centre
Integral Coach Factory, Chennai-600038

- d) Matters relating to progress of work, scheduling of quantities and submission of bills.

Senior Mechanical Engineer/ Design
Design & Development Centre
Integral Coach Factory, Chennai-600038

2.4 QUANTITIES

Annexure – 2 gives the quantities of various items

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PART – 3
ANNEXURES

Annexure No.	: Subject
1.	Proforma for Eligibility Criteria
2.	Schedule of work / Quantities
3.	Summary of Prices

ANNEXURE –1

The following is the minimum eligibility criteria to participate in the tender. The firm should fill the details in the prescribed format given below:

Sl.No.	Eligibility Criteria	Firm's remarks / details	Whether documental evidence attached (mention page No)
1	<p>The tenderer should have completed at least one similar single work for a minimum value of 35% of the advertised tender value i.e. Rs. 29,85,500/- in the last three financial years. (i.e. current year and previous three financial years)</p> <p>Similar work is defined as “Supply, installation and commissioning of Hyperworks Software”.</p>		
2	<p>Total contract amount received during the last three years by the tenderer should be minimum of 150% of the advertised tender value i.e. Rs. 1,27,95,000/-</p>		

ANNEXURE – 2

SCHEDULE OF WORK

Supply, Installation & Commissioning of Hyperworks Software as per the detailed specification vide Part – I Chapter – IV of this tender schedule.

The present tender comprises of the following:

- | | |
|---|--|
| i) Hyperworks Software
Version 17.0 or higher
(Perpetual paid up network license) | – 63 HWU (Hyperworks units)
(3 users) |
|---|--|

Signature of the contractor

ANNEXURE 3

SUMMARY OF PRICES

(All prices in Rupees)

Sl. No.	Item	UoM	Quantity	Unit Price	Total
1	Hyperworks Software – Version 17.0 or higher (3 users- Perpetual paid up network license)	HWU (Hyperworks units)	63		

Notes:

- (a) Figures rounded off to the nearest Rupee.
- (b) GST and other Taxes / Levies if applicable, should be mentioned clearly.

Signature of the Contractor

INTEGRAL COACH FACTORY
CHENNAI-600038

CONDITIONS, SPECIFICATIONS AND FORMS TO THE CONTRACT

VOLUME 2

(Annexure to Tender No. ICF/D&D/024)

CONTENTS

Part	Chapter No.	Subject
Part – I	Chapter I	Instruction to Tenderers and conditions of Tender
	Chapter II	Conditions of Contract
	Chapter III	Prices and Payment
	Chapter IV	Specification for the schedule of work of Schedule I
Part II		Forms of Tenders

PART - I

CHAPTER – I

INSTRUCTION TO TENDERERS & CONDITIONS OF TENDER

1.1.1. TENDER PAPERS

The instructions to Tenderers and Conditions of Tender, Conditions of Contract, Prices and Payment, Specifications and Forms for Tenders, included in Part I & II shall, hereafter, be collectively referred to as the Tender Papers.

The intending Tenderer is advised to study the Tender Papers carefully. The Tenderer shall also acquaint himself with the local conditions, means of access to the site of work, nature of work and all other matters pertaining thereto.

The submission of Tender shall be deemed to have been done after careful study and examination of the Tender Papers with a full understanding of the implications thereof.

1.1.2 INTERPRETATIONS

The following terms wherever occurring in the Tender Paper and wherever used throughout the execution of the work, shall, unless excluded by or repugnant to the context have the meaning attributed thereto as follows:

“Contract” means the Contract resulting from the acceptance by the Purchaser of this Tender either in whole or in part.

“Contractor” means the successful Tenderer i.e. the Tenderer whose Tender has been accepted either in whole or in part.

“Contractor’s Agent” shall mean the person or persons authorized under a duly executed Power of Attorney to take all actions relating to the work, as could be taken by the Contractor himself. In the case of the firm of Contractors, the Agent shall have the same powers as that of the Managing Director of the Firm.

“Contractors Representative” shall mean a person in supervisory capacity who shall be so declared by the Contractor and who shall be authorized under duly executed Power of Attorney to receive materials issued by the Purchaser to the Contractor for the works. He shall be responsible for proper execution of work at each or all places and shall take orders from Purchaser’s Engineers and carry out the same. “Engineer” shall mean the Works Manager or the Deputy Chief Mechanical Engineer in executive charge of the works and shall include the superior officers of the Integral Coach Factory. He is responsible for ensuring that all field works covered by the contract are carried out in accordance with approved specifications and conditions of contract as agreed to. He is also responsible for prices and terms of payment.

“Equipment” means all or an equipment considered necessary by the purchaser’s Engineers for the satisfactory erection & testing as a whole of the system.

“Chief Design Engineer/Mechanical” means the Officer in Administrative charge of ICF and shall mean and include the officers to whom the functions are delegated. His Postal address shall be intimated to the successful Tenderers in due course.

“Month” Means any consecutive period of thirty days.

“Materials” means all equipments, components, fittings and other materials including raw materials required to complete the work.

“Purchaser” means the President of India acting, through his accredited officers or any one of them. The Dy. Chief Mechanical Engineer/ Design, ICF in charge of this Project (Whose address will be intimated in due course) shall be deemed to be one of such accredited officers.

“Purchaser’s Engineers” mean the Engineers appointed by the purchaser as indicated in the Tender Papers who will decide all matters relating to contract.

“Railway” means the Railway (s) in whose territorial jurisdiction the work is to be carried out and includes the Government of India, Ministry of Railways. (Railways Board) and or General Manager of the Railway concerned including Integral Coach Factory (ICF)

“Sub-Contractor” means an individual or a firm of Contractor or a company registered under Indian Company Act or an approved supplier of materials to whom the Contractor sublets portions of the contract after obtaining specific prior approval of the purchaser in writing to sub-letting of contract.

“Site” means the areas to be taken up by the permanent works, together with any other areas or areas as shall be determined by the Purchaser’s Engineers, which may be placed at the disposal of the Contractor for the purpose of the contract and also such area or areas used for store yards, work yards or workshop in proximity of the works as the Purchaser’s Engineers may have authorized as an extension of the site, irrespective of the terms and conditions under which they are occupied by the Contractor.

“Tenderer” means and includes any firm of engineers or Contractors or any company or body, corporate or otherwise who submit the Tender which has been invited.

“Work” or “Works” means all or any of the items of the work for which the Tenderer/ Contractor has tendered/ contracted according to the specifications, drawings and annexure thereto or to be hereafter specified or required in such explanatory instructions and drawings being in conformity with the original specifications, drawings, annexure and schedules and also such instructions and drawings additional to the aforementioned as may from time to time to be issued by the purchaser’s Engineer during the progress of the contracted work.

“Writing” includes all matters written typewritten or printed either in whole or in part.

1.1.3. GENERAL TERMS

- (a) All documents to be submitted in connection with this Tender SHALL BE WRITTEN IN ENGLISH AND IN INK.

- (b) All Prices shall also be expressed in words wherever indicated.
- (c) METRIC

Dimensions etc. shall be quoted in metric system.

1.1.4. CLARIFICATIONS

Any clarification required by the Tenderer may be obtained from the Dy. Chief mechanical Engineer/ Design, ICF, Chennai or his successor/ nominee (whose address will be intimated in due course.)

1.1.5. EARNEST MONEY

- (a) The Tenderer shall deposit in favour of the Financial Adviser & Chief Accounts Officer, ICF, Perambur, Chennai – 600 038 or his successor / nominee (whose address will be intimated in due course) as mentioned in preamble (Para 2 of Preamble in vol 1) as Earnest Money.

Tenderers shall hold the offer open for a minimum period of **three months** from the date fixed for opening the same it being understood that the tender documents have been sold/ issued to the tenderer and the tenderer has been permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not resile from the offer or modify the terms and conditions thereof, in any manner not acceptable to the Dy. Chief mechanical Engineer/ Design, ICF, Chennai or his successor/ nominee (whose address will be intimated in due course) Should the tenderer fail to observe to comply with the foregoing stipulation the aforesaid amount of Earnest Money Deposit shall be liable to be forfeited to ICF.

- (b) The receipt shall be incorporated in the original copy of the Tender. The earnest money should be paid in cash or in any of the following forms:
 - (i) Deposit receipts, Pay order and Demand Drafts. These forms of earnest money could be either of the State Bank of India or of any of the Nationalized Banks. No confirmatory advise from the Reserve Bank of India will be necessary.
 - (i) No Guarantee Bonds will be accepted.

Note : In case the earnest money is deposited in cash. The payment should be made to the Financial Adviser & Chief Accounts Officer, ICF, Chennai or his successor/ nominee (Whose address will be intimated in due course) and cash receipts obtained should be furnished along with the Tender.

- (c) The tenders unaccompanied by the requisite Earnest Money shall not be entertained and shall be summarily rejected.
- (d) No interest will be paid on the Earnest Money. It will be refunded in full to the un-successful Tenderer on application. In the case of successful Tenderer/s the deposit will be retained as part

of payment of the Security Deposit, or will be returned on payment of the full security deposit for due fulfillment of the Contract.

- (e) The total Earnest Money shall be forfeited without prejudice to other rights and remedies available if the Contractor fails to execute the agreement or start the work within a reasonable time (to be determined by the Dy. Chief mechanical Engineer/ Design, ICF Chennai or his successor / nominee (whose address will be intimated in due course) after the notification of the acceptance or his/ their tender.

1.1.6. FORM OF TENDER

- (a) The tenderer shall submit the Bids in sealed envelopes completed in all respects. The Tenderer may submit his tender on his own paper but he shall strictly adhere to the forms for Tender included in Part II of the Tender Papers. The tender and its contents shall be A4 size. Tenders not submitted in the proper form are liable to be rejected. The Technical offer shall consist of the following.

- | | |
|--|------------|
| 1. Offer Letter complete | (Form 1) |
| 2. Memorandum of the Tenderer | (Form 2) |
| 3. Alternative proposals of the Tenderer | (Form 3) |
| 4. Deviations from the Tender paper | (Form 4) |
| 5. Tenderer's scheme of work and time schedule
(See para 1.1.9) | (Form 5) |
| 6. Tenderer's Credentials (See para 1.1.18) | (Form 6) |
| 7. Cash receipt for Earnest Money or Demand Draft for EMD | |
| 8. Summary of Prices | Annexure-3 |
| 9. Details regarding Minimum Eligibility Criteria | Annexure-1 |

The offer should give detailed cost, commercial terms and conditions along with summary as per Annexure-3

Note: i) The Tender Papers duly signed in ink by the Tenderer on each and every page in token of his having studied the Tender Papers carefully shall be attached with the Tender.

ii) The Tender shall be signed on each and every page in ink.

iii) The original copy of the deposit receipt for Earnest Money

b) ALTERNATIVE PROPOSALS

Should the Tenderers have alternative proposals for the work (See Part-I, Chapter-IV) which the Tenderer considers would improve the performance of the system shall incorporate them in the Tender for consideration by the Purchaser (Form 3). He shall clearly indicate in detail the technical and/ or financial advantages, which would accrue to the Purchaser specifically for each alternative proposal, suggested by him.

1.1.7. PRICE:

This is a Works Contract. The prices to be paid for the work shall be in accordance with accepted schedules of prices or rates as governed by the terms and conditions of payment included in Part –I, Chapter – III, Prices and Payment.

1.1.8. SPECIFICATIONS

The tenderer shall follow the specifications relating to the work to be executed as per detailed Specification at Part –I Chapter-IV

1.1.9. SCHEDULE OF WORK

The tenderer shall follow the schedule of work as per Annexure-2 of Part-3 (Vol-I)

1.1.10. SIGNING OF TENDERS

- (a) Any individual or individuals signing the Tender or other documents connected therewith should specify whether he is signing :
 - i) As a sole proprietor of the concern of the attorney or
 - ii) As a partner or partners of the firm or,
 - iii) For the firm per procreation, or
 - iv) As a Director, Manager or Secretary in the case of limited company.
- (b) A copy of the document empowering the individual or individuals to sign should also be sent with the Tender. In any case the Tenderer should disclose his constitution fully and copies of all necessary legal documents in support thereof should be submitted with the Tender and originals thereof should be produced as and when called for.
- (a) Should the Contractor be a partnership firm and in the event of the Contract becoming inoperable due to the death of its partner or partners and Purchaser shall have the right to enter into a separate Agreement with the surviving partner or partners of the firm to continue the execution of the work under the terms and conditions of this agreement.

1.1.11. TENDERER'S ADDRESS

Every Tenderer shall state in the Tender his postal address fully and clearly. Any communication sent to the Tenderer by post at his address shall be deemed to have reached the Tenderer duly and in time notwithstanding the fact that the communication did not reach the Tenderer at all or in time for whatever reason. Important documents shall be sent by Registered Post.

1.1.12. ERASURE OR ALTERATION

No erasure or alteration in the text of the Tender Papers is permitted and any such erasure and/or alteration will either be disregarded or render the whole Tender void at the option of the Purchaser. Any correction made in rate for work shall be initialed by the Tenderer in ink and dated.

1.1.13. RESULT OF TENDER

No tender shall be deemed to have been accepted unless the Purchaser shall have notified such acceptance in writing to the successful Tenderer.

PURCHASER NOT BOUND TO ACCEPT ANY TENDER

The Purchaser shall not be bound to accept the lowest or any tender or to assign any reason for non-acceptance or rejection of a Tender. The Purchaser reserves the right to accept any tender in respect of the whole or any portion of the work specified in the Tender Papers or to sub-divide the work among different Tenderers or to reduce the work or to accept any Tender for less than the tendered quantities without assigning any reason whatsoever.

In case the overall value of the tender by Central Public Sector undertakings is upto 10 % higher than the lowest acceptable tender of private sector tenderer, subject to cost of tender being in excess of five crore, the Railway reserves the right to give purchase preference to the tender of such Central Public Sector undertakings ignoring the lowest. However, such public enterprises, which shall avail benefits of the purchase preference, would be subjected to adequate penalties for cost over-runs etc.

1.1.14. TENDER IN AGREEMENT

The fact of the submission of the Tender shall be deemed to constitute an Agreement between the Tenderer and the Purchaser whereby such Tender shall remain open for acceptance whether in part or in full or as may be modified by negotiation, by the Purchaser for a period of **three months** from the date on which Tenders are opened, during which period the Tenderer shall not withdraw his offer nor amend, impair or derogate there from. The Earnest Money deposited in accordance with para 1.1.5 above shall be forfeited if the Tenderer unilaterally withdraws, amends, impairs or derogates from the Tender in any respect within the said period of three months.

The Tenderer shall be deemed to have agreed as aforesaid in consideration his Tender being considered by the Purchaser in terms hereof provided the same has been duly submitted and is otherwise in order. When the successful Tenderer is notified in writing at his address given in the Tender within the said period of 3 months that his Tender has been accepted by the Purchaser either in whole or in part he shall be bound by the terms of agreement constituted by his Tender and such acceptance thereof by the purchaser until a formal Contract has been executed between him and the purchaser in replacement of such Agreement as provided for in para 1.2.14.

1.1.15. TENDER CONFIDENTIAL

The Tenderer (Whether his tender be accepted or not) shall treat the contents of his tender as private and confidential. He shall treat the prices quoted by him as strictly confidential till the tenders are opened (See para 1.1.20)

1.1.16. CANVASSING AND BRIBERY

- (a) No Tenderer shall canvass any Government Official or the Purchaser's Engineers in respect of this or any other Tender. Contravention of this condition will involve rejection of the Tender. This clause shall not be deemed to prevent the Tenderer from supplying the Purchaser any information asked for by him.
- (b) Any bribe, commission, gift or advantage given, promised or offered by the Tenderer, or his partner Agent or servant or any one of his or their behalf to any officer servant, representative or Agent of the Purchaser or any person on his or their behalf, in relation to the obtaining of this or any other contract with the Purchaser shall in addition to the criminal liability he may incur under the prevention of corruption Act (1908) subject the Tenderer to the cancellation of this and all other Tenders. Any question or dispute as to the commission of any offense under the present clause shall be decided by the Purchaser, in such manner and on such evidence or information as may be thought fit and sufficient and his decision shall be final and conclusive in the matter.
- (c) Should the Tenderer be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement whether in the executive or Administrative capacity or whether holding a pensionable post or not in any Department of any of the Railways owned and administered by the President of India for the time being or should a Tenderer being a partnership firm have as one of its partners a retired Engineer or a retired gazetted 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 gazetted officer from the said service and in cases where such Engineer or officer had not retired from Government Service at least two years prior to the date of the submission of the Tender as to whether permission for taken such contract, or if the Contractor be a partnership firm of an incorporated company to become a partner or Director as the case may be or to take employment under the Contractor has been obtained by the Tenderer or the engineer or the officer as the case may be from the President of India or any officer duly authorized by him in this behalf shall be clearly stated in writing at the time of submitting the Tenders (see offer letter Form no: 1) 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.

1.1.17. INDIAN LABOUR AND MATERIALS

The Tenderer shall utilize Indian labour including supervisory staff, for the execution of this contract to the maximum possible extent.

1.1.18. TENDERER'S CREDENTIALS

The Tenderer shall include his credentials in his tender (Form 6) The Tenderer shall be well experienced in this field and should have done contracts of similar nature of single work as mentioned in the eligibility criteria detailed in the preamble to the tender at para 6.

1.1.19. SUBMISSION OF TENDER

The tenderer shall submit the Bid in a separate envelope, superscribed “Tender for _____”(Name of the work) and addressed to the Dy. Chief mechanical Engineer/ Design, ICF/ Chennai or his successor/ nominee (whose address will be intimated in due course) shall be dropped in the Tender Box kept at the office of the Chief Design Engineer/Mech., ICF, Chennai not later than the date, and time prescribed in the preamble to the Tender Papers. Such Tenders which cannot be dropped in the Tender Box due to large size shall be handed over to the Dy. Chief mechanical Engineer/ Design., ICF, Chennai or his successor/ nominee (whose address will be intimated in due course) in person not later than the prescribed date and time and a receipt thereof obtained. Firms may also submit their Tender by Registered Post, Acknowledgment due, so as to reach the office of the Chief Design Engineer/Mech. ICF, Chennai-600038, or his successor/ nominee (whose address will be intimated in due course) not later than the prescribed date and time.

1.1.20. OPENING OF TENDER

Tender will be opened in the office of the Chief Design Engineer/Mech., ICF, Chennai, or his successor/ nominee (whose address will be intimated in due course) in the presence of such of the Tenderers or their representatives as may be present at the prescribed time and on the date specified in the preamble to the Tender Papers. In case the day happens to be a holiday the tenders will be opened in the same manner on the next working day.

1.1.21. MISCELLANEOUS

Tender documents are not transferable and the cost of Tender Papers is not refundable.

PART – I

CHAPTER – II

CONDITIONS OF CONTRACT

1.2.1.SCOPE

This Chapter deals with the conditions of Contract under which the various works coming under the purview of this contract are to be executed by the Contractor. The works involved are detailed in the preamble to the tender papers.

1.2.2.CONDITIONS OF CONTRACT

If the Tender submitted by a Tenderer is accepted and the Contract awarded to the Tenderer the various works coming under the purview of the Contract shall be governed by the terms and conditions included in the Tender Papers covering the following:

- i) Preamble to the Tender Papers
- ii) Instruction to Tenderers and conditions of tendering as included in Part I, Chapter I.
- iii) Conditions of Contract, as included in this Chapter
- iv) Prices and Payments as included in Part I Chapter III
- v) General specifications, as included or referred to in Chapter IV
- vi) Particular specifications, as included or referred to in vol 1
- vii) Annexure and Forms under Part II and as modified or amended by the Letter of Acceptance of Tender.
- viii) General conditions of contract with up to date correction slip.

1.2.3. PURCHASER'S REPRESENTATIVE

Subject as otherwise provided in this Contract all notices to be given on behalf of the Purchaser and all other action to be taken on his behalf may be given or taken as the case may be on his behalf by the Dy. Chief mechanical Engineer/ Design, ICF/Chennai or his successor.

1.2.4. CONTRACTOR'S REPRESENTATIVE

The Contractor's representative shall be a person as defined in Para 1.1.2

1.2.5. PURCHASER'S ADDRESS

The list of addresses to which correspondence and documents relating to the Contract should be sent, is included in vol. 1.

1.2.6. TAXES

- (a) The Contractor and all personnel employed by him shall pay such taxes like Income Tax as are payable under Statutory laws of India and the Purchaser WILL NOT ACCEPT any liability for the same.
- (b) Deduction of Income Tax at source as per provision of Finance Act and Income Tax Act in force will be made from the Contractor/ Sub Contractor and the amount so deducted may be credited to the Central Government.

1.2.7. BRIBERY

Any bribe, commission, gift or advance given, promised or offered by the Contractor, or his Partner, Agent or servant or any one of his or their behalf to any officer, servant representative or Agent of the Purchaser or any person on his or their behalf in relation to the obtaining or the execution of this or any other contract with the Purchaser, shall in addition to the criminal liability he may incur under the prevention of Corruption Act (1908) subject the Contractor to the cancellation of this and all other contracts and also to payment of any loss resulting from any such cancellation to the like extent as is provided in case of cancellation due to other causes and the purchaser shall be entitled to deduct the amounts so payable from any moneys otherwise due to the Contractors under this or any other contract. Any question or dispute as to the Commission of any offence under the present clause shall be decided by the Purchaser, in such manner and on such evidence or information as may be thought fit and sufficient and his decision shall be final and conclusive in the matter.

1.2.8. RAILWAY PASS

No Railway Pass for the conveyance of the Contractor or his agents or his labour and/or stores will be granted.

1.2.9. LAWS OF INDIA

This contract shall be governed by the laws in force for the time being in the Republic of India.

1.2.10. FORCE MAJEURE

If at any time, during the continuance of this contract the performance in whole or in part, by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy civil commotion, sabotage, fires, floods, earthquake, explosions, epidemics, quarantine restrictions, strikes, lock outs, any Statutory Rules, regulations, orders or requisitions issued by any Government Department or competent authority or acts of God (hereinafter referred to as "event") then provided notice of the happening of any such event is given by either party to the other

within twenty one days from the date of occurrence thereof neither party shall be on reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance and the obligations under the Contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist PROVIDED FURTHER that if the performance in whole or part of any obligations under the contract is prevented or delayed by reasons of any such event beyond a period as mutually agreed to by the purchaser and the Contractor after any event or 60 days in the absence of such an agreement whichever is more contract provided also that if the contract is so terminated under this clause the Purchaser will at the time of such termination take over from the Contractor at prices as provided for in the contract all erected equipment or equipments under erection as also all or any portion of unused, undamaged and acceptable equipments whether in storage or in the course of manufacture at Schedule rates or at prices mutually agreed to, where schedule rates are not available.

1.2.10. NOTICES UNDER LOCAL LAWS

The Purchaser shall throughout the continuance of the contract and in respect of all matters arising out of the contract serve all notices and obtain all consents and way leaves, approvals and permissions required to be taken by the Purchaser under any regulations and by laws of the local or other authority which shall be applicable to the works.

1.2.11. TERMINATION OF CONTRACT

(a) Notwithstanding the provisions under para 1.2.11 the purchaser may at any time by a notice in writing summarily terminate the contract without liability to pay any compensation to the contractor in respect thereof in any of the following events.

(i) **INSOLVENCY**

Partner of the Contractor's firm shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings or liquidation or compensation under any law relating to insolvency for the time being in force or make any conveyance or assignment of his assets or enter into any arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act.

Or

ii) **LIQUIDATION**

If the Contractor being a Company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitled the Court or debenture holders to appoint a receiver or Manager.

Or

iii) **BREACH OF CONTRACT**

- a) Wherever the contracts are rescinded, the security deposit should be forfeited and the performance guarantee shall be encashed and the balance work should be got done separately.
- b) The balance work shall be got done independently without risk and the cost of the original contractor.

- c) The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

Or

- iv) If at any time after the submission of the Tender the Tenderer/ Contractor being a partnership firm admits as one of his partners or employees under it, or being an incorporated company, elects or nominates or allows to act as one of its Directors or employees under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement whether in the executive or administrative capacity whether holding any pensionable post or not in any Department of any of the Railways for the time being owned and administered by the President of India before the expiry of two years from the date of retirement from the said service of such engineer or officer, unless such engineer or officer has obtained permission from the president of India or any officer duly authorised by him in this behalf to become a Partner or a Director or to take employment under the Contractor, as the case may be,

Or

- v) If the Contractor fails to furnish at the time of submitting the said tender :
- (a) the correct information as the date of retirement of such retired engineer or retired officer from the said service or as to whether any such retired engineer or retired officer was under the employment of the Contractor at the time of submitting the said Tender, or
 - (b) the correct information as to such engineers or officers obtaining permission to take employment under the Contractor, or
 - (c) being a partnership firm the correct information as to whether any of its partners was such a retired engineer or a retired officer, or
 - (d) being an incorporated company correct information as to whether any of the Directors was such a retired engineer or retired officer
- vi) a. If the Contractor having such a retired engineer or retired officer suppresses and not discloses at the time of submitting the said Tender the fact of his being such a retired engineer or a retired officer or makes at the time of submitting the said Tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be partnership firm or an incorporated company to be a partner of Director of such firm or company as the case may be to seek employment under the Contractor.
- b. **EXCEPTIONS**
Termination of Contract will not arise in case of voluntary liquidation meant for amalgamation or re-organisation provided the newly formed company takes over the full responsibilities and liabilities of the liquidated firm and it is acceptable to the purchaser.
- c. Termination of Contract under this para and 1.2.11 will not arise in case of breaches of defects of a minor nature. The General Manager of ICF or his successor shall be the sole authority to decide whether breaches and defects are of minor nature.

1.2.12. AGREEMENT

a)The successful Tenderer shall within 21 days after having been called upon by notice to do so be bound to execute an agreement based on accepted rates and conditions in such forms as the purchaser may prescribe, and lodge the same with the purchaser together with the conditions of contract specifications and Schedule or Prices referred to therein duly completed. The form for agreement is included in Part II (Form 7).

1.2.13. SECURITY DEPOSIT

The Earnest money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the contractor. The rate of recovery/mode of recovery shall be as under:

- a. Security deposit for each work should be 5% of the contract value.
- b. The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
- c. Security deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards security deposit.

Security Deposit shall be returned to the contractor after the expiry of the maintenance period and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' will be obtained from the contractor.

After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.

Note: No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the contractor under the contract.

1.2.14. RECOVERY FOR DELAY IN COMPLETION

If the contractor fails to execute and complete the work within the time specified in the Agreement or within the period of extension granted except in so far as the delay is on the purchaser's account, an agreed damage of ½ of 1% of the contract value of the works for each week or part of the week.

The total amount of damage under this condition shall not exceed the under noted percentage value or of the total value of the item or groups of items or work for which a separate distinct completion period is specified in the contract.

- i) For contract value upto Rs.2 lakhs – 10% of the total value of the contract
- ii) For contract valued above Rs.2 lakhs – 10% of the first Rs.2 lakhs and
5% of the balance

The Contractor shall accept reduction in the total amount payable to him by the Purchaser at the rate mentioned above for the actual delay occasioned beyond the appointed time by which the work shall

have been completed under the contract. Such reduction shall be accepted by the purchaser in full satisfaction of the Contractor's liability arising from delay only. Dy. Chief mechanical Engineer/ Design, ICF or his successor shall at his sole discretion may specify a time limit within which the unfinished portion of the work shall be completed after serving on contractor a notice of the purchaser's intention to effect the said recovery in the Form 10 (Part 2). In the event of failure of the contractor, the purchaser shall be at liberty to take action.

1.2.15. EXTENSION OF TIME

If such a failure as aforesaid shall have arisen from any cause which the purchaser may admit as being a reasonable ground for extension of time the Dy. Chief mechanical Engineer/ Design, or his successor(s)/ nominee shall allow such additional time as he may in his absolute discretion consider to be reasonably justified by the circumstances of the case. Such extension shall be granted by the purchaser in the Form No. 11 (part 2). The Contractor will apply for extension at least 15 days before the expiry of the period of completion.

Note : 1) Form 11 will be applicable in case extension is on Purchaser's account

2) Form 11 will also be applicable in case of Contractor's account but the purchaser should be reasonably satisfied that the Contractor cannot be penalized for such delay.

1.2.16 PAYMENT

Payments will be governed by the terms specified in Part I Chapter III in accordance with accepted Schedule of Prices read with relevant paras of the other parts and Chapters of the Tender Papers. The purchaser retains the right to withhold money due to the contractor arising out of this contract for any default of the contractor from other contracts which the contractor may have with the Government of India.

1.2.17 ARBITRATION

a) Demand for Arbitration : -

In the event of any dispute or difference between the parties hereto and the ICF on operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as the contractor may claim to be entitled to, or if the Railway/ICF fails to make a decision within 120 days, then and in any such case, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference be referred to arbitration.

b) The demand for arbitration shall specify the matters which are in question or subject of the dispute or difference as also the amount of claim itemwise. Only such dispute(s) or difference (s) in respect of which the demand has been made, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference.

c) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

The claimant shall submit his claim stating the facts supporting the claims alongwith all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

The Railway shall submit its deference statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

d) No new claim shall be added during proceeding by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

e) If the Contractor(s) does/ do not prefer his/ their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/ their claims(s) and the railway shall be discharged and released of all liabilities under the contract in respect of these claims.

2. Obligation during pendency of arbitration – work under the contract shall unless otherwise directed by the Purchasor’s Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings provided, however it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

3. In cases where the total value of all claims in question added together does not exceed Rs. 10,00,000/- (Rupees ten lakhs only), the Arbitral Tribunal consist of a sole arbitrator who shall be a gazetted officer of Railway not below the grade of JA grade nominated by the General Manager of ICF in that behalf. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by Railway.

4. In cases not covered by Clause (e) above, the Arbitral Tribunal shall consist of a panel of three Gazetted Rly. Officers not below JA grade, as the arbitrators. For this purpose, the Railway will send a panel of more than 3 names of Gazetted Rly. Officers of one or more departments and contractor can choose and send to General Manager upto 2 names out of the panel for appointment as contractor’s nominee. The General Manager shall appoint atleast one out of them as the contractor’s nominee and will also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the presiding arbitrator from amongst the 3 arbitrators so appointed. While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of selection Grade of the Accounts Department shall be considered of equal status to the Officers in SA grade of other departments of the Railways for the purpose of appointment of Arbitrators.

5. If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/ their office/ offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new Arbitrator/ arbitrators to act in his / their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such reconstituted tribunal may at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

6. The Arbitral Tribunal shall have power to call for such evidence by way of affidavit or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties here to do or caused to

be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.

7. While appointing arbitrator (s) under sub-clause (e), (f) & (g) above due care will be taken that he/ they is/ are not the one/those who had opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties as Railway servants exercised views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will however, not be invalid merely because of the reason that one or more arbitrator had been in the course of his service had opportunity to deal with the matters with which the contract relates or within the course of his/ their duties expressed views on all or any of the matters under dispute.

8. The arbitral award shall state item-wise, the sum and reasons upon which it is based.

9. A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and interpretation of specific point of award to tribunal within 30 days of receipt of the award.

10. A party may apply to tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from arbitral award.

11. In case of the Tribunal, comprising of three members any ruling or award shall be made by a majority of members of tribunal. In the absence of such a majority, the views the presiding arbitrator shall prevail.

12. Where the arbitral award is for the payment of money no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

13. The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s) as per the rates fixed by the ICF Administration from time to time.

14. Provisions of the aforesaid Arbitration and conciliation Act 1996 and the rules there under and any statutory modification thereof shall apply to the arbitration proceedings under this clause.

15. Award of the arbitrator / arbitrators is binding to both parties to the contract

16. Chennai alone is having jurisdiction over this issue of the arbitration.

1.2.18 PAYMENT DURING ARBITRATION

Work under the contract shall unless otherwise directed by the purchaser continue during the Arbitration proceedings and no payment due to or payable by the purchaser shall be withheld on account of such proceedings. Notwithstanding anything contained herein, the Arbitrators as the case may be shall have full authority to direct withholding of any payment if such action is considered fit and proper at any time.

1.2.19 REFUND OF SECURITY DEPOSIT

Security deposit shall be returned to the contractor after the expiry of the maintenance period and after passing the final bill as certified by the competent authority. The completion certificate should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to the Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal “No claim Certificate from the contractor will be obtained.

After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.

1.2.20 PERFORMANCE GUARANTEE (P.G.)

The procedure for obtaining Performance guarantee is outlined below:

- (ii) The contractor should submit a performance guarantee within 30 days from the date of issue of Letter of Acceptance (LOA) amounting to 5% of the contract value in any of the following forms
 - a) A deposit of Cash
 - b) Irrevocable bank Guarantee
 - c) Government Securities including State Loan Bonds at 5 percent below market value
 - d) Deposit Receipts Pay orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or any of the Nationalized bank.
 - e) Guarantee Bonds executed or Deposit receipts tendered by all scheduled banks
 - f) A deposit in the Post Office Saving Bank
 - g) A deposit in the National Savings Certificates
 - h) Twelve year National Defence Certificates
 - i) Ten years Defence Deposits
 - j) National Defence Bonds
 - k) Unit trust certificates at 5 percent below market value or at the face value whichever is less
 - l) Also FDR in favour of FA&CAO (free from any encumbrance) will be accepted
- ix) Extension of time for submission of PG beyond 30 days and upto 60 days from the date of Issue of LOA may be given by the competent authority. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 days i.e. from 31st day after the date of issue of LOA.
- x) In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against the contract. The failed contractor shall be debarred from participating in retender for that work.
- xi) PG shall be initially valid upto stipulated date of completion plus 60 days beyond that. In case the time of completion gets extended, the contractor shall get the

- validity of PG extended to cover such extended time for completion of work plus 60 days.
- xii) Performance guarantee shall be released after satisfactory completion of the work. The procedure for releasing should be same as for security deposit.
 - xiii) Wherever the contracts are rescinded, the security deposit should be forfeited and the performance guarantee shall be encashed and the balance work should be got done separately.
 - xiv) The balance work shall be got done independently without risk and the cost of the original contractor.
 - xv) The original contractor shall be debarred from participating in the tender for executing the balance work.

1.2.21 VARIATION IN QUANTITY

VARIATION CLAUSE

Any variations in the quantity have to be dealt with, as given below:

- (i) For increase upto 25 % of the quantities indicated in the schedule, the contractor shall be paid for such increase in the quantities as per the agreement rate. For this, no finance concurrence would be required.
- (ii) In case an increase in quantity beyond 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 is considered not practicable, quantity will be operated in excess of 125% of the agreement quantity subject to the following conditions:
 - a) Operation of quantity beyond 125% of the agreement quantity, needs the approval of an officer of the rank not less than S.A. Grade;
 - b) Quantity operated in excess of 125% but upto 140% of the agreement quantity, shall be paid at 98% of the rate awarded in that particular tender;
 - c) Quantity operated in excess of 140% but upto 150% of the agreement quantity shall be paid at 96% of the rate awarded in that particular tender;
 - d) Variation in quantity 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 in that particular tender.

Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO and approval of General Manager.

PART – I

CHAPTER – III

PRICES AND PAYMENT

1.3.1 SCOPE

This Chapter deals with prices to be paid for Supply, Installation and Commissioning of Hyperworks Software and other amounts payable in accordance with accepted schedules of prices and rates and terms and conditions of payment mentioned herein. This is a works contract. The total prices for the completed items of work are the actual prices payable to the Contractor as per the terms and conditions of the contract.

1.3.2 PAYMENT AND RECOVERIES :

Subject to any deduction or recoveries which the Purchaser may be entitled to make under the contract, the contractor shall, unless otherwise agreed to be entitled to get the following payments subject to the conditions stipulated in subsequent paragraphs.

Payment for Supply, Installation and Commissioning of Hyperworks Software will be made as detailed below.

- i) 90% of the contract value after supply of Hyperworks Software
- ii) 10% of the contract value after installation and commissioning of Hyperworks Software

1.3.3 INVOICING PROCEDURE

- a) All invoices shall be submitted with original supporting documents or certified true copies of supporting documents wherever these are acceptable to the Purchaser's Engineer. Where copies of original documents are required in support of several invoices true certified copies of the original documents may be forwarded to the Purchaser's Engineer with his consent.
- b) Invoices shall be submitted only on the basis of agreed principles and prices, quantities and measurement of works completed and shall be approved by the Purchaser's Engineer prior to the submission of invoices. For this purpose the schedule of quantities and measurements submitted by the contractor for approval of the Purchaser's Engineer may be only upto the extent of work completed except in the case of payments on provisional acceptance.

1.3.4 EXCISE DUTY AND SALES TAX

GST and other Taxes / Levies if applicable, should be mentioned clearly in the rates quoted by the contractor in the relevant schedules.

1.3.5 FINAL SETTLEMENT

On expiry of the guarantee period and issue of the certificate of final acceptance of the entire installations the performance guarantee will be refunded to the contractor after adjustment of any dues payable by the contractor.

1.3.6 MEASUREMENTS

The completion of the work will be recorded in the measurement book as per the certification stating that all the items have been supplied/commissioned, which will form the basis for payment. The details of deliverables supplied will be recorded in the measurement book which will form the basis for payment.

PART -I

CHAPTER IV

SPECIFICATION FOR SUPPLY, INSTALLATION AND COMMISSIONING OF HYPERWORKS SOFTWARE

IMPORTANT INSTRUCTIONS:

- A. The tenderer should submit comments against each clause, clearly indicating the compliance or otherwise for each and every item of this specification. Deviations, if any shall be clearly brought out in the comments. The offer without clear comments will be considered as incomplete offer and is liable to be rejected.
- B. There should not be any ambiguous comments such as “possible”, “can be done” etc. where the clause requires unambiguous and clear cut compliance.
- C. The tenderer should mention the Brand name & Model number of the Software without fail and enclose relevant data sheets.
- D. The tenderer is bound to maintain the Software supplied in full working condition during the warranty period. No separate maintenance charges shall be paid by ICF during the warranty period. **For this purpose the tenderer, if not OEM, should furnish authorization certificate from the OEM for supply of Software and for providing after sales support to ICF without which the offer submitted by the firm shall not be entertained and shall be summarily rejected.**

1) DETAILED SCOPE OF WORK AND SPECIFICATION:

1.1 Supply, Installation & Commissioning of Hyperworks Software.

The present tender comprises of the following:

- | | |
|-------------------------------------|-----------------------------|
| i) Hyperworks Software | – 63 HWU (Hyperworks units) |
| Version 17.0 or higher | (3 users) |
| (Perpetual paid up network license) | |

1.2 Specification for Hyperworks Software

Requirement :

- Requirement is for an integrated suite of world-class design and analysis software tools/modules to help ICF improve its products and processes
- Software suite should provide a comprehensive set of tools that enable designers and engineers to efficiently model and study complex structures and assemblies to optimize design performance (optimizers, solvers, pre-processors, post-processors)
- Software suite should offer an open software architecture that would allow programmers and engineers to automate and standardize analysis events, manage CAE data and efficiently report results
- Suite should be based on a licensing model that would provide users with necessary tools that they need at each stage of the design process, without having to purchase licenses that are not needed. Should be possible to open multiple windows
- Railway related Case-Study reports should be submitted for having utilized the software suite for Engineering Design, Simulation and optimization

Sl.No.	Module requirement	Technical Details
1	<p><u>PRE AND POST PROCESSING MODULES</u> Finite element pre-processor</p>	<p>Module features</p> <ul style="list-style-type: none"> • High-performance finite element pre-processor • Broadest set of direct interfaces to commercial CAD, CAE & CFD solutions • Proven, consistent analysis platform for the enterprise • Highly interactive and visual environment to analyze product design performance • Should be process oriented, feature based finite element modeling software that allows quick and accurate simulation of engineering behavior of complex assemblies • Should automate simulation-modeling tasks to reduce human errors and time spent manually creating finite element models and interpreting results • Feature based solid meshing, setup simulation loads and boundary conditions • Direct access for SolidWorks, ProE,UG.,CATIA and other CAD Models

2	Post Processing and visualization environment	<p>Benefits expected</p> <ul style="list-style-type: none"> • Fastest, Solver Neutral CAE Environment for High Fidelity Modeling • Should be possible to interface with NASTRAN • Multiple windows can be opened with single license without utilizing additional HWU <p>Module features</p> <ul style="list-style-type: none"> • High-performance post-processing and visualization environment for CAE and test data. <p>Benefits expected</p> <ul style="list-style-type: none"> • Fast 3D graphics and unparalleled functionality for speed and integration of CAE pre-and post-processing
3	Data analysis and plotting tool	<p>Module features</p> <ul style="list-style-type: none"> • Powerful data analysis and plotting tool with interfaces to many popular file formats • Math engine should be capable of Processing most complex mathematical expressions <p>Benefits expected</p> <ul style="list-style-type: none"> • Capable to create complete data analysis system of any organisation
4	Dynamics Analysis	Multi body Dynamics Analysis, with kinematic Analysis and Dynamic Analysis.
5	Finite Element pre-processor for automotive crash and safety analysis	<p>Module features</p> <ul style="list-style-type: none"> • Should be a robust pre-processing environment specifically designed to automate the creation of high-fidelity models for crash analysis and safety evaluation. • Developed in cooperation with the industry's leading manufacturers, the software should increase departmental efficiency and result in accuracy through process driven workflows and automated model checking and correction.
6	Preprocessor module for CFD solver	<ul style="list-style-type: none"> • Module should work as a Preprocessor for CFD solver

7	Visualization environment module for CFD and test data.	<ul style="list-style-type: none"> Module should provide a visualization environment for CFD and test data.
8	Visualization environment module for CFD and tracking the test data.	<ul style="list-style-type: none"> Module should provide a visualization environment for CFD and tracking the test data.
1	<p><u>OPTIMIZATION MODULES</u></p> <p>Module for integrated optimization, DOE and robustness engine</p>	<ul style="list-style-type: none"> Module should enable users to explore, understand and improve their system designs using methods such as Design-Of-Experiments and optimization. Should help Designers to find out the sensitive design variable such as thickness, force, shape from the list of design variables defined in the model. As for rail coaches, module should help to find out the sensitive thickness variable which contributing to the response for maximize/minimize stress and displacement from the list of design variable. Module should help for the selection of correct material grade and to study the material properties. Module should help in Material study for the energy absorption systems for different loading condition. Should help in optimizing designs relating to Axle Box Housing, Break Shoe, Lower spring seat, Draw Hook, Draw gear Assy., Bogie Bolster, Bogie Frame, Transom, Bogie Wheel, Under Frame, Roof Assy., Side Wall Assy., End Wall Assy., etc
2	Module for optimizing structures	<ul style="list-style-type: none"> Module should help designers and engineers analyse and optimize structures for their strength, durability and NVH (noise, vibration and harness) characteristics and rapidly develop innovative,

		<p>lightweight and structurally efficient designs.</p> <ul style="list-style-type: none"> • Should help in Weight saving for the rail components of coaches, bogies, casted components • Should help FEA Engineer to generate structurally efficient components with improvement in design performance and weight reduction with manufacturing feasibility. • As for Composite Structures, module should help designer to identify the Ply thickness, orientation and sequence of fiber laminates for the given loading condition. • Should help in optimizing structures relating Axle Box Housing, Break Shoe, Lower spring seat, Draw gear Assy., Bogie Bolster, Bogie Frame, Transom, Bogie Wheel, Under Frame, Roof Assy., Side Wall Assy., End Wall Assy etc
1	<p><u>SOLVER MODULES</u> Module for FEA Analysis</p>	<p>Module Features</p> <ul style="list-style-type: none"> • Module should help in conceptual design synthesis and structural optimization. By predicting optimal shapes of structures with minimum input early in the process. • Module should facilitate analysis to lead the design process that would result in more efficient designs in less time. <p>Benefits expected</p> <ul style="list-style-type: none"> • Should help in estimating the life of the component • Should help in identifying the damage location • Provide Robust and accurate Solutions • Perform System level Analysis through Co-simulation • Capture ICF standards through Customization.
2	<p>Module of Linear / Non-linear Finite Element Solver</p>	<p>Module Features</p> <ul style="list-style-type: none"> • Module should serve as a fast and accurate finite-element solver for linear, static and dynamic problems <p>Benefits expected</p> <ul style="list-style-type: none"> • Should help ICF in arriving at increased passenger carrying capacity per coach

		<ul style="list-style-type: none"> • Should help in arriving at Crashworthy Coach features • Should help in making travel comfortable.
3	Module for optimizing multi-body System Performance	<p>Module Features</p> <ul style="list-style-type: none"> • Module should be an integrated solution to analyse and optimize multi body system performance, • Based on superior numerical methods and scalable formulations, module should offer powerful modeling, analysis, visualization and optimization capabilities for multi-disciplinary simulations that include kinematics & dynamics, statics & quasi-statics, linear & vibration studies, stress & durability, loads extraction, co-simulation, effort estimation and packaging synthesis. <p>Benefits expected</p> <ul style="list-style-type: none"> • Should reduce Time to Market • Should be very fast and maintain accuracy even while solving stiff problems including flexible multi bodies, complex contact and long duration durability • Should offer as a comprehensive Solution for any Multibody Dynamics Simulation • Should possess Innovative Solver Functionality • Should provide robust and accurate Solutions • Should perform system level analysis through co simulation • Should be based on Open and flexible architecture
4	Finite Element Computational Fluid Dynamics (CFD) Solver	<p>Module Features</p> <ul style="list-style-type: none"> • Module should serve as a leading general purpose finite element based Computational Fluid Dynamics (CFD) flow solver. • The module's FE-based formulation should assure superior robustness, speed, and accuracy, easy handling of the most difficult industrial problems <p>Benefits expected Should be capable of :-</p> <ul style="list-style-type: none"> • High Speed Parallel Performance • Radiation Analysis

		<ul style="list-style-type: none"> • Turbulence Modeling • Moving Mesh Simulation Technology • Multi-Physics capabilities • Unstructured Mesh support • Particle Tracer.
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2) Warranty:

The Hyperworks Software supplied should be warranted as mentioned below from the date of installation at ICF.

Hyperworks Software: One year

The vendor should be in a position to deploy their staff at short notice to attend and address issues if any and provide necessary technical support/service at D&D during the warranty period. Version Upgrades / Patches released during the warranty period shall be installed free of cost.

3) Completion:

The firm has to complete the work as mentioned below:

- a) Supply, installation and commissioning of Hyperworks Software – within two months from the date of award of the contract

4) Implementation and support:

- 4.1 The tenderer must establish to the satisfaction of ICF that the supply, installation and commissioning of Software are as per ICF’s requirements.
- 4.2 The tenderer shall make arrangement for any tools, equipments etc., required for executing the work and such items will not be provided by ICF.
- 4.3 ICF shall have the right to associate its personnel with the entire work in all its phases with a view to develop their skills and understanding of the systems. The contractor shall provide such personnel in the above process with all necessary information and facilities. The involvement of ICF personnel in the above process will in no way reduce the responsibilities of the contractor.
- 4.4 The successful tenderer shall make available their technical staff during installation and performance tuning of Software for smooth completion of the work.
- 4.5 Inspection Agency:- Inspection will be done by Mechanical Design department of ICF and if required, ICF may nominate any other agency for inspecting and approving the work.
- 4.6 Maintenance:- The supplier is bound to maintain the supplied software in full working condition during the warranty period. No separate maintenance charges will be paid by ICF during the warranty period.

- 4.7 **INTEGRATION WITH THE EXISTING SYSTEM: The tenderer shall ensure that the supply installation and commissioning of the software in the scope of work shall perform with tight integration with the existing system.**
- 4.8 **Any problem arises in the existing infrastructure while integrating this software with the existing setup, shall be rectified by the tenderer and they will be fixed with the full responsibility if any damages occur to either data or to the existing systems.**

5) Safety:

The contractor shall be responsible to take necessary precautionary measures in order to ensure the safety against injury etc., of his personnel when working at the Railway premises and shall conform to the rules and regulations of the Railway.

6) Indemnity:

- 1 The contractor shall ensure that unauthorized, careless or inadvertent operation of installed software that may result in accident to the staff or damage to the equipment, does not occur.
- 2 The contractor shall indemnify and keep ICF administration indemnified and harmless against all actions, suits, claims. Demands, cost charges or expenses arising in connection with any accident, death or injury sustained by any person / persons within the Railway premises due to the acts of omission in the contract irrespective of whether such liability arises under the Workman's Compensation Act or Fatal Accident Act or any other statute in force from time to time.
- 3 The contractor shall be solely responsible for the orderly and proper conduct of his staff during the period of entire work inside ICF.

P A R T - II

FORMS OF TENDERS

FORM NO:	DESCRIPTOIN
1.	Offer letter
2.	Memorandum of the Tenders.
3.	Alternative proposals of the Tenderer.
4.	Deviations from the Tender Paper.
5.	Tenderer's scheme of work and time schedule.
6.	Tenderer's credentials.
7.	Agreement.
8.	Guarantee Bond for Security Deposit.
9.	Standing Indemnity Bond.
10.	Extension of period of completion work on contractor's account.
11.	Extension of period of completion on work on purchaser's account.

From _____

To

The President of India,
Acting through the Dy. Chief mechanical Engineer/ Design, ICF
or his successor
Chennai – 600038

Dear Sir,

Sub : Tender for “ _____

_____ ”. Regarding.

1. I/We, the undersigned hereby offer to execute the works relating to “

-----“ within a period of ___ months from the date of issue of Letter of Intent/Letter of Acceptance of Tender and in strict compliance with the provisions detailed in the Tender Papers appended hereto including Instructions to contract and specifications as included therein and as modified by this Tender at such rates as are specified in Schedule and of this tender enclosed within a sealed cover. Summary of prices given in Part 'B.
2. I/We agree that this/these tender/s shall not be restricted or withdrawn and shall remain open for acceptance for and during the period of four months from the date fixed for opening the same subject to the stipulation mentioned in Clause 1.1.5 and will continue to be open even beyond the period of four months till withdrawn or rejected or accepted as the case may be.
3. I/We fully understand the terms, conditions and other provisions as contained in the Tender papers and I/We agree that same shall apply to my/our Tender/s as modified by my/our Tenders and I/We shall be bound by them.
4. I/We have deposited with the Assistant Chief Cashier, ICF, Chennai -38, the required EMD for this Tender/s for which Receipt No. _____ has been granted.
5. I / We understand that the full value of Earnest Money shall stand forfeited without prejudice to other rights and remedies if
 - (a) I/We do not execute the contract documents within 21 days of receipt of notice by the Railways that such documents are ready or
 - (b) I/We do not commence work within 10 days of receipt of the instructions to that effect.

3. I/We enclose the Income-tax clearance Certificate in the prescribed form or a declaration to that effect as required under Para 1.1.6 of the Tender Papers pertaining to me/us for the year.

4. I/We have no retired engineer or retired gazetted officer of the Mechanical/Engineering Department of any of the Railways owned and administered by the President of India.

OR

The list of retired engineers or retired gazetted officers who are associated with me/us, is included as an enclosure to this offer Letter.

Yours faithfully

Seal of the Tenderer

Signature/s of the Tenderer/s

Place :

Date :

Witnessed by : 1. Signature
Name in Block Letters
Address

2. Signature
Name in Block Letters
Address

* Tenderer's full name and address

** Here enter particulars and form of deposit as detailed in para 1.1.5

Form 2

MEMORANDUM OF THE TENDERER

Form - 3
ALTERNATIVE PROPOSALS OF THE TENDERER

Paper No. of Alternative Proposals The tender	Technical advantages and/or financial implication of the proposal
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Form – 4

SCHEDULE -2

DEVIATIONS FROM THE TENDER PAPER

FORM - 5

SHEET - 1

TENDER'S SCHEME OF WORK AND TIME SCHEDULE.

FORM – 6

TENDERERS CREDENTIALS

Please fill in the questioner below

1. (a) Give details of your previous experience on installation of similar equipments or undertaking of similar works
(b) Give details of similar works presently under execution and their completion period.
2. Have you entered into technical collaboration with any consultants to assist you in this work? If so, give full particulars.
3. (a) (i) Give details of technical personnel employed along with date of joining the service with the tenderer.
(ii) Details of the personnel proposed to be engaged for this subject work
4. Give the names of principal manufacturers if any from whom supply is assured.
5. Give constitution of your firm. Attach certified copies of legal documents in support thereof.

NOTE: This form shall be filled precisely and with full details.

PROFORMA FOR FURNISHING EXPERIENCE CERTIFICATE

(Last 3 years preceding the date of opening of tender.)

Name and address of Department :
 Agreement No & Date –
 Name and address of Unit :
 Value of Agreement -
 Name and address of Contractor :
 Original Currency -
 Name and Type of work :
 Actual date of completion –
 Nature of work executed :
 No. of extensions granted –

Sl. No.	Nature of Work	Value as per Agreement	Revised value	Payment received as per actual execution	Remarks

Details of Installations

Whether any penalty is imposed.
 General remarks about performance.

Signature and Seal of the Authority
 Issuing Certificate.

SOLVENCY CERTIFICATE

(Issued by Scheduled/Nationalised Banks)

This is to Certify _____ (Name of the tenderer) – is a customer in our bank maintaining account (nature of account)

The party is financially sound and is considered respectable and solvent to the extent of a sum of Rs.(amount both in figures and word) as disclosed by the information and records which are available with us.

Date :

Bank stamp

(Signature of the Manager)
 Designation stamp

AGREEMENT

AN AGREEMENT MADE this _____ day of _____ Two thousand and ____ (year) between the President of India, acting through the Deputy Chief Mechanical Engineer/Design, ICF, Chennai or his successor of the Ministry of Railways, Railway Board (herein after referred to as 'The Purchaser') on one part and Messers _____ (hereinafter referred to as the 'Contractor') of the other part.

WHEREAS in response to a call for Tenders for ' _____ (Name of the work) of the _____ Railway as per Tender Paper No. _____ at Annexure 'A' hereto, the Contractor has submitted a Tender as per Annexure 'B' hereto and whereas the said Tender of the Contractor has been accepted for _____ as per copy of the Letter of Acceptance of Tender No. _____ dated _____ complete with enclosures at the accepted rates and agreed deviations from Tender Paper No. _____ as per Annexure 'C' hereto and at an estimated contract value of Rs. _____ (Rupees _____ only) Now this agreement with witnesseth to that in consideration of the premises and the payment to be made by the Purchaser to the Contractor provided for herein below the Contractor shall supply the equipments and materials and execute and perform all works for which the said Tender of the Contractor has been accepted, strictly according to the various provisions and Annexures 'A' and 'C' hereto and upon such supply, execution and performance to the satisfaction of the Purchaser, the Purchaser shall pay to the Contractor at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

IN WITNESS where of the parties have hereto set and subscribed their respective hands and/or seals the day, month and year respectively mentioned against their respective signatures.

Signed and delivered at _____ by Shri _____ for and on behalf of Messrs _____ the Contractor within names in the presence of :

- | | |
|------------------------|------------------------|
| 1. Signature | 1. Signature |
| Date | Date |
| Name in Block Capitals | Name in Block Capitals |
| Address | Address |

Signed and delivered at _____ for and on behalf of the President of India by Shri _____ Deputy Chief Mechanical Engineer/Design, ICF, Chennai -600 038 or his successor, Ministry of Railway (Railway Board) in the presence of :

1. Signature
Date
Name in Block Capitals
Address
2. Signature
Date
Name in Block Capitals
Address
Annexure 'A' Tender Paper No.
Annexure 'B' Firm's Tender No.
Annexure 'C' Letter of Acceptance of Tender No. _____ dated _____
complete with enclosures.

(On Stamp Paper of requisite value)
GUARANTEE BOND (A)
 (To be used by approved Scheduled Banks)

1. In consideration of the President of India, acting through the Deputy Chief Mechanical Engineer/Design, ICF, Chennai or his successor of the Ministry of Railways, Railway Board (hereinafter called 'The Government') having agreed to exempt _____ called the said Contractor (s)' from the demand, under the terms and conditions of Agreement dated _____ made between _____ and _____ for _____ (hereinafter called 'the said Agreement'), of Performance Guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement on production of a Bank Guarantee for Rs. _____ (Rupees _____ only) We _____ (indicate the name of Bank) (hereinafter referred to as 'the Bank' at the request of _____ (Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any of the terms or any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor (s) of any of the terms of conditions or any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any court or tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s)/Suppliers) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of the bank) further agree that the guarantee in contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office / Department / Ministry of _____ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ (B) we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from

time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or by any such matters or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).

7. We, _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated, the _____ day of _____ for _____
(indicate the name of the Bank)

-SIGN /

(A) See Para 1.2.20

(B) The guarantee shall be valid for a period of two months after the expiry of the guarantee period of the equipment.

STANDING INDEMNITY BOND
(On Paper of requisite Stamp value)

We, M/s _____ hereby undertake that we held at our stores Depot/s at _____ for and on behalf of the President of India, acting through the Deputy Chief Mechanical Engineer/Design, ICF, Chennai or his successor of the Ministry of Railways, Railway Board (hereinafter referred to as 'the Purchaser') all materials for installations and materials issued to us as per Annexure and associated equipment and materials handed over to us by the Purchaser for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the Purchaser, or as he may direct otherwise and shall indemnify the Purchaser against any loss damage, or deterioration whatsoever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the Dy.Chief Mechanical Engineer, in charge of the Work or his successor (whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and a refund becomes due, the Purchaser shall be entitled to recover from us the full cost as per prices included in Schedule-3 to the contract (As applicable), and in respect of other materials as indicated and also compensation for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter become due to us under the said or any other Contract.

Dated this _____ day of _____ 20____

For and on behalf of Messrs _____(Contractor)

Signature of Witness:

Name of Witness IN BLOCK LETTERS

Address :

EXTENSION OF PERIOD OF COMPLETION OF WORK ON CONTRACTOR'S ACCOUNT
(Regd.with Ack.Due)

No.
To

Date :

Sub: (i) _____ (Name of work)
(ii) Acceptance Letter No. _____
(iii) Undertaking/Agreement No. _____
Ref: _____ (Quote specific application of the contractor for extension to the date, if received)

Dear Sir,

The stipulated date for completion of the work mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or However, the work was not completed on this date).

Expecting that you may be able to complete the work if some time is given, the _____ (insert here the contracting party on behalf of the President of India) although not bound to do so, hereby extends the time for Completion from _____ to _____

Please note that an amount mentioned in Para 1.2.14 of Chapter II of Part I of the conditions of the contract will be recovered for delay in the completion of the work after the expiry of _____ (give here the stipulated date for completion without any penalty fixed earlier) You may proceed with the work accordingly.

The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.

Please intimate within a week of the receipt of this letter your acceptance of the extension on the conditions stated above.

Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by _____ (here mention the extended date), further action will be taken as per conditions of contract.

Yours faithfully,
()
for & on behalf of The President of India

EXTENSION OF PERIOD OF COMPLETION OF WORK

(Registered with Ack. Due)

No. _____ Dated _____.

To

Dear Sirs,

Sub:i) ----- (Name of work)

ii) Acceptance Letter No. -----date -----

iii) Understanding/Agreement No. -----

Ref: -----(Quote specific application of the Contractor for extension to the date if received).

The stipulated date for completion of the work in under the above contract was In consideration of the Contractor's Letter No. of The General Manager or his successor on behalf of the President of India, is pleased to grant extension of the time for completion of works in accordance with Note 1 and / or Notes 2 under para 1.2.15 of the Contract, as mentioned below :-

.....
.....

It may be noted that unless repugnant to the context all the terms and conditions of the Contract will remain unaltered during the extended period from to also, and further, no increased/ additional rates and claims or recoveries which have not been already envisaged in terms of the conditions of the Contract will be leviable either by you or by the Purchaser in respect of this extended period.

Yours faithfully,
For & on behalf of the President of India.