



TENDER NO: 28/CRWS/TRANSPORTATION/2011-12

FOR

Transport contract to bring Railway material from Various Places Such as Workshops / Stores Depots, Steel Yards etc. to CRWS/BPL(Stores Depot) of Indian Railway

Cost of Tender Book :- Rs. 1500/-(In Person)

TENDER DUE DATE:- 30.03.2012

CLOSING TIME: - 15.00 Hrs.

TENDER OPENING DATE:-30.03.2012

AT 15.15 Hrs.

Qty.:- As per Schedule

Estimated cost of work – Rs.3,10,800.00

Tender issued by:- Dy. CMM/CRWS/BPL

Tender issued to:-

Book No.

M/s. -----

MR No. & DATE -----

Signature of Contractor with seal
Date:-

Dy. CMM /CRWS/BPL

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Signature of Contractor with seal

PART – I

REGULATION FOR TENDERS AND CONTRACTS FOR THE GUIDANCE OF ENGINEERS AND CONTRACTORS FOR ENGINEERING WORKS

MEANING OF TERMS

1.1 These Regulations for Tenders and Contracts shall be read in conjunction with the General conditions of Contract which are referred to herein and shall be subject to modifications, additions or super session by special conditions of contract and/or special specifications, if any annexed to the Tender Forms.

1.2 **Definition** :- In these Regulations for tenders and Contracts the following terms shall have the meanings assigned here under except where the context otherwise requires :

(A) "**Railway**" shall mean the President of the Republic of India or the Administrative officers of the West Central Railway or of the Successor Railway authorized to deal with any matters which these presents are concerned on his behalf.

(B) **General Manager** shall mean the officer Incharge for the general superintendence and control of the Railway and shall also include the General Manager (construction) and shall mean and include their successors, of the successor Railway.

(C) **Chief Engineer** " shall mean the Officer Incharge of the Engineering Department of West Central Railway and shall also include the Controller of Stores, Chief Materials Manager, Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer (Construction), Chief Electrical Engineer and Chief Electrical Engineer (Construction) and shall mean & include their successors, of the Successor Railway.

(D) "**Divisional Railway Manager**" shall mean the Officer Incharge of a Division of the West Central Railway and shall mean and include the Divisional Railway Manager of the Successor Railway

(E) **Engineer**" shall mean the Dy. Chief Materials Manager, Sr. Materials Manager, Asst. Materials Manager, Divisional Engineer or the Executive Engineer, Divisional Signal and Telecommunication Engineer, Divisional Signal & Telecommunication Engineer (Construction), in executive charge of the works and shall include the superior officers of the Stores, Engineering, Signal & Telecommunication, and Electrical Department of Railway: i.e. the Senior Divisional Engineer/Deputy Chief Engineer/Chief Engineer (Construction), Senior Divisional Signal and Telecommunication Engineer/Chief Signal & Telecommunication Engineer (Construction), Senior Divisional Electrical Engineer/Deputy Chief Electrical Engineer. Chief Electrical Engineer (Construction)/ and shall mean and include the Engineers of the Successor Railway.

(F) "**Tenderer**" shall mean the Person/the firm/co-operative or company whether in-corporate or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, Successors and permitted assigns.

(G) "**Limited Tenders**" shall mean tenders invited from all or some Contractors on the approved or select list of contractors with the Railway.

(H) "**Open Tenders**" shall mean the tenders invited in open and public manner and with adequate notice.

(I) "**Works**" shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executing according to specifications.

(J) "**Specifications**" shall mean the specifications for Materials and works of the West Central Railway specified in Part III of the Works Hand Book issued under the authority of the Chief Engineer or as amplified added to or superseded by special specifications if any, appended to the Tender Forms.

(K) "**Schedule of Rates of the West Central Railway**" shall mean the schedule of Rates issue under the authority of the Chief Engineer from time to time.

(L) "**Drawings**" shall mean the maps, drawing, plans and tracings or prints there of annexed to the Tender Forms.

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

Signature of contractor with seal

2. CREDENTIALS OF CONTRACTORS

2.1 Application for registration: - Works of Construction and of supply of materials shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. For this purpose, list of approved contractors shall be maintained in the Railway. The said list shall be revised periodically once in a year or so by giving wide publicity through advertisements, etc.

A. Contractor including a contractor who is already on the approved list, shall apply to the nearest General Manager (Construction), Chief Administrative Officer (Construction), Controller of Stores, Divisional Railway Manager, Chief Engineer/Chief Engineer (Construction), Chief Signal and Telecommunication Engineer/ Chief Signal & Telecommunication Engineer (Construction) and Chief Electrical Engineer /Chief Electrical Engineer (Construction), furnishing particulars regarding:-

- (a) His position as an independent contractor specifying engineering organization available with details or Partners/ Staff/Engineers employed with qualifications and experience.
- (b) His capacity to undertake and carry to works satisfactorily as voucher for by a responsible official or firm, with details about the transport equipments, Construction tools and plants etc, required for the work maintained by him ;
- (c) His previous experience of works similar to that to be contracted for, in proof of which original certificated or testimonials may be called for and their genuineness verified if needs be, by reference to the signatories there of;
- (d) His knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work
- (e) His ability to supervise the work personally or by competent and duly authorized agent.
- (f) His financial position;
- (g) Authorized copy of the current Income-tax Clearance Certificate.

2.2 An applicant shall clearly state the categories of works for which and the area/zone/division(s)/district(s) in which he desires registration in the list of approved contractors.

2.3 The selection of Contractors for enlistment in the approved list would be done by a committee for different value slabs as notified by Railway.

2.4 An annual fee as prescribed by the Railway from time would be charged from such approved contractors to cover the cost of sending notices to them and clerk age for tenders, etc.

2.5 The list of approved contractors would be treated as confidential office record.

TENDERS FOR WORKS

3. Tender Form :- Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure I, II, III & IV Tender Forms shall be issued on payment of the prescribed fees to the appropriate contractors on the list of approved contractors. Contractors not on the list of approved contractors, will, on payment of the prescribed fees, be furnished with tender forms and they shall be required to submit evidence regarding their financial status, previous experience and ability to execute the works, and an authorized copy of the current Income Tax Clearance Certificate without which their tenders will not be considered.

Signature of contractor with seal

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

5. Earnest Money:-

(a) The tenderer shall be required to deposit earnest money with the Tender for the due performance with the stipulation to keep the offer pen till such date as specified in the Tender, under the conditions of Tender. The earnest money shall be 2% of the estimated tender value as indicated in the Tender Notice. The earnest money shall be rounded to the nearest Rs.10/-. This earnest money shall be applicable for all modes of tendering.

(b) It shall be understood that the tender documents have been sold/issued to the tender and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

(c) If his tender is accepted this earnest money mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of part II of the General Conditions of Contract. The earnest money of other tenderers, shall save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

(2) The Earnest Money should be in cash or in any of the following forms:-

(i) Deposit receipts, pay orders, 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 advice from the Reserve Bank of India will be necessary.

(ii) Deposit receipts executed by the Scheduled banks (other than the State Bank of India and the Nationalized Banks) approved by the Reserve Bank of India for this purpose. The Railway will not, however, accept deposit receipt with to getting in writing the concurrence of the Reserve Bank of India.

(b) Earnest money may be accepted in the following forms: -

- (i) A deposit in cash.
- (ii) Government securities at 5% below the market value.
- (iii) Deposit receipts or demand drafts of the Nationalize Bank.
- (iv) A deposit in the Post Office Saving Bank.
- (v) Twelve Year National Defence Certificates.
- (vi) Ten Year Defence Deposits.
- (vii) National Defence Bonds.
- (viii) National Saving Certificates.
- (ix) Time Deposit Account which came into force on 16.3.1970 and notified Under Ministry of Finance, Notification N .F3 (7) NS/70, dated 28.2.1970.
- (x) IRFC Bonds.

Note: - (v) to (vii) these certificated/bonds may be accepted at their surrender value.

Signature of contractor with seal

6. Care in Submission of Tenders.

(a) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the General conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

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

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

CONSIDERATION OF TENDER

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

8. Execution of Contract Documents: - The Tenderer whose tender is accepted shall be required to appear in person at the office of the General Manager/General Manager (Construction) Chief administrative officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if a firm or corporation, a duly authorized representative shall so appear and execute the contract documents within 7 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest Money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

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

9. Form of contract Document: - Every contract shall be complete in respect of the document it shall so constitute. The competent authority and the contractor and one copy given to the contract or shall sign not less than 2 copies of the contract documents.

(a) For zone contracts awarded on the basis of the percentage above or below the Schedule of Rate West Central Railway for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form. Annexure II D ring the currency of the Zone contract, work orders as per specimen form Annexure III or IV for works not exceed Rs.10, 000/- each shall be issued by the Divisional Railway Manager/Executive Engineer under the agreement for Zone Contract.

(b) For contracts for specific works, values at more than Rs. 10,000/- the contract documents required to be executed by the tenderer whose tender is accepted shall be either an Agreement as per specimen form Annexure IV, or a work order as per specimen form annexure V as may be prescribed by the Railway.

Signature of contractor with seal

ANNEXURE- I

WEST CENTRAL RAILWAY

TENDER FORMS (FIRST SHEET)

Open Tender No. 28/CRWS/Transportation/2011-12

Name of Work: - Transport contract to bring Railway material from Various place such as Workshops / Stores Depots, Steel yard etc. to CRWS/BPL(Stores Depot) of Indian Railway.

To
The President of India,
Acting through the Dy. CMM/CRWS/BPL,
WEST CENTRAL RAILWAY

1. I/Wehave read the various conditions to tender attached here to and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **120 days** from the date fixed for opening the same and in default thereof, I/We will be liable for feature of my/our "Earnest Money" I/We offer to do the work for West Central Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within 12 months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the General Conditions of Contract and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications.

3. A sum of Rs.6216/- is herewith forwarded as Earnest money. The full value the earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if :-

(a) I /We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are read ; and

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

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

Signature of Witnesses :

(1)

(2)

Signature Tenderer (s)

Date

Address of the Tenderer(s)

Signature of contractor with seal

ANNEXURE- I

TENDER FORMS (SECOND SHEET)

1. Instructions to tenderers and conditions of tender: - The following documents form part of Tender/Contract:-

- (a) Tender forms - First Sheet and Second Sheet.
- (b) Special Conditions/Specifications (enclosed) at part III & IV
- (c) Schedule of approximate quantities (enclosed) at part V

2. General conditions of contract and specifications for material and works of West Central Railway can be seen at the Office of Dy.CMM/CRWS/BPL or had on payment of Rs. 3/- per copy.

3. The Tenderer(s) shall quote his/their rates with reference to each item as shown in the attached schedule. The quantity shown in schedule is approximate only and is subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the schedule.

4. Tenders containing erasures and/ or alterations of the tender documents are liable to be rejected. Any correction made by Tenderer(s) in his/their entries must be attested by him/them.

5. The works are required to be completed within a period of 12 months from the date of issue of acceptance letter.

6. Earnest Money.-

(a) The tender must be accompanied by a sum of Rs. 6216/- as earnest money deposited in cash or in any of the forms as mentioned in Regulations for tenders and Contracts for the guidance of the Engineers and Contractors, failing which the tender will not be considered.

(b) The Tenderer(s) shall keep the offer open for a minimum period of 120 days from the date of opening of the Tender it is understood that the tender documents has been sold/issued to the Tenderer(s) and the Tenderer(s) is/are permitted to tender in consideration of the stipulation on his/their part that after submitting his/their tender subject to the period being extended further if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Dy.CMM/ CRWS /BPL of West Central Railway. Should the Tenderer for the due performance of the above the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation shall be forfeited to the Railway.

(c) If the tender is accepted, the amount of Earnest Money will be retained and adjusted as Security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the tenderer(s) contractor(s) fail to execute the Agreement Bond within 7 (seven) days after receipt of notice issued by railway that such documents are ready or to commence the work within 15 (fifteen) days after receipt of the orders to that effect. (d) The Earnest Money of the unsuccessful tenderer(s) will, save as here-in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

7. Rights of the Railway to deal with tender:- The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the Railway undertake to assign reasons for declining to consider or rejection of his/their tender nor the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders.

Signature of Contractor with seal

8. If the tenderer(s) deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.

9. If the tenderer(s) expires after the submission of his/their tender or after the acceptance of his/their tender, the railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

10. Income Tax: Tenderer shall submit the attested Xerox copy of PAN/TIN along with tender.

11. Tenderer's Credentials: - Documents testifying tenderer's previous experience and financial status should be produced along with the tender or when desired by competent authority of the West Central Railway. Tenderer(s) who has/have not carried out any work so far on this Railway and who is/are not borne on the approved list of the Contractors of WCR/ Central Railway should submit along with his/their tender credentials to establish.

(i) His capacity to carry out the works satisfactory.

(ii) His financial status supported by Bank reference and other documents.

(iii) Certificates duly attested and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.

12. Tender must be enclosed in a sealed cover, superscripted "Tender No. 28/CRWS/Transportation/2011-12 and must be sent by registered post to the address of Dy.CMM/CRWS/BPL so as to reach his office not later than 15.00 hours on the 30.03.2012 or deposited in the special box allotted for the purpose in the office of Dy.CMM/CRWS/BPL This Special box will be sealed at 15.00 hours on 30.03.2012. The tender will be opened at 15.15 hours on the same day. The tender papers will not be sold after 16.00 hours on 26.03.2012.

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

14. Execution of Contract Documents: - The successful tenderer(s) shall be required to execute an agreement with the President of India acting through the West Central Railway for carrying out the work according to General conditions of Contract, Special conditions/specifications annexed to the tender and specifications for work and materials laid down in Works Hand Book Part III and Sanitary Works Hand Book of Central Railway as amended/corrected up to down correction slip mentioned in tender form (First Sheet).

15. Partnership deeds, Power of Attorney etc. - The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such power of attorney an changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

Signature of Contractor with seal

16. The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

17. Employment/Partnership, etc., of Retired Employees,-

(a) Should a tenderer be a retired engineer of the Gazette rank/Stores officer or any other Gazetted officer Working before his retirement, whether in the executive or administrative capacity, or whether Holding a pensionable post or not, in the department of any of the railways owned and administered by the President of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired engineer or retired engineer or retired Gazetted Officer as aforesaid, or should a tenderer being an incorporated company have any such retired officer as one of its Directors, or should a tenderer have in his employment any retired Engineer or retired Gazette Officer as aforesaid, the full information as to the date of 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 case where such Engineer or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take employment under the contractor, has been obtained by the tenderer or the Engineer or Officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected.

(b) Should a tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in case of partnership firm or company of contractors one or more of his shareholders(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the STORES Department of the West Central Railway, the authority tenderers shall be informed of the fact at the time of submission of the tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in clause 62 of the General Conditions of Contract.

Signature of the Tenderer(s)

Signature of Contractor with seal

WEST CENTRAL RAILWAY**ANNEXURE - I (Contd)****TENDER FORM (THIRD SHEET)****Tender No.** 28/CRWS/Transportation/2011-12**Tender due on:-** 30.03.2012 at 15.00Hrs.**Name of work:-** Transport contract to bring Railway material from Various place such as Workshops / Stores Depots, Steel yard etc. to CRWS/BPL(Stores Depot) of Indian Railway.**SCHEDULE OF RATES AND QUANTITIES**

S.No	Item No.	Description of item of work	Approximate Quantity MT-KM	Unit	Basic Rate	Taxes	Any Taxes other	Insurance charges	Amount in Rs.
1	2	3	4	5	6	7	8	9	10
1	1	Transport contract to bring Railway material from Various place such as Workshops/ Stores Depots, Steel yard etc. to CRWS/BPL(Stores Depot) of Indian Railway.	1,50,000	MT /KM					

Note : 1. Firm Should quote separate rate i.e. basic rate, taxes, any other taxes separately.

2.The insurance of goods to be arranged by contractor in consultation with Railways. The amount of insurance charges will be reimbursed on documentary evidence.

3. Distance will be calculated as per Road Atlas approved by Survey of India. The quantities shown in above schedule are approximately and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

I/we undertake to do the work at rates quoted above for each item.

Dated

.....

Signature of the Tenderer(s)

Note : - Column 1 to 5 shall be filled by the office of the Authority inviting tender. Columns 6,7,8, 9 & 10 shall be filled by the Tenderer(s).**Signature of Contractor with seal**

ANNEXURE - IV

WEST CENTRAL RAILWAY

CONTRACT AGREEMENT No. 28/CRWS/Transportation/2011-12

Date.

ARTICLES OF AGREEMENT made this day of20 between the President of India acting through the Railway Administration here in after called the "Railway" of the one part and herein after called the "Contractor" of the other part.

WHERE AS the Contractor has agreed with the Railway for the performance of the works..... set forth in the schedule hereto annexed upon the General Conditions of contract and the special conditions and special specifications, if any AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSED that in consideration of the payments to be made by the Railways, the Contractors will duly perform the said works in the schedule set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same accordance with the said specifications and said drawings and said conditions of contract on or before the day of 20 And will maintain the said works for a period of..... Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same has been fully set forth herein). AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions the Railway will pay or cause to be paid to the Contractor for the said works on the final completion there of the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

Contractor
Address
Date :-

Signature & Designation of Officers
(For President of India)

signature of witnesses with address to

- 1.

- 2.

Signature of Contractor with seal

PART- II

STANDARD GENERAL CONDITIONS OF CONTRACT FOR USE IN CONNECTION WITH ENGINEERING WORKS.

DEFINITIONS AND INTERPRETATION

1.(i) Definition :- In these general conditions of contract ,the following terms shall have the meaning assigned here under except where the context otherwise requires:-

(A) ``Railway`` shall mean the President of the Republic of India or the administrative officers of the Railway or of the Successor Railway authorized to deal with any matters which these presents are concerned on his behalf.

(B) General Manager shall mean the officer Incharge for the general superintendence and control of the Railway and shall also include the General Manager (construction) and shall mean and include their successors, of the successor Railway.

(C) Chief Engineer " shall mean the Officer Incharge of the Engineering Department of West Central Railway and shall also include the Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer (Construction), Chief Electrical and Chief Electrical Engineer (Construction) and shall mean & include their successors, of the Successor Railway.

(D) "Divisional Railway Manager" shall mean the Officer Incharge of a Division of the West Central Railway and shall mean and include the Divisional Railway Manager of the Successor Railway

(E) Engineer" shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecommunication Engineer, Divisional Signal & Telecommunication Engineer (Construction), in executive charge of the works and shall include the superior officers of the Engineering, Signal & Telecommunication, and Electrical Department of Railway i.e. the Senior Divisional Engineer/Deputy Chief Engineer/ Chief Engineer (Construction), Senior Divisional Signal and Telecommunication Engineer/Chief Signal &Telecommunication Engineer (Construction), Senior Divisional Electrical Engineer/Deputy Chief Electrical Engineer. Chief Electrical Engineer (Construction)/ and shall mean and include the Engineers of the Successor Railway.

(F) "Tenderer" shall mean the Person/the firm/co-operative or company whether in-corporate or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.

(G) "Limited Tenders" shall mean tenders invited from all or some Contractors on the approved or select list of contractors with the Railway.

(H) "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice.

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

(J) "Specifications" shall mean the specifications for Materials and works of the West Central Railway specified in Part III of the Works Hand Book issued under the authority of the Chief Engineer or as amplified added to or superseded by special specifications if any, appended to the Tender Forms.

(K) "Schedule of Rates of the West Central Railway" shall mean the schedule of Rates issue under the authority of the Chief Engineer from time to time.

(L) "Drawings" shall mean the maps, drawing, plans and tracings or prints thereof annexed to the Tender Forms.

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

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

(O) Temporary Works shall mean all temporary works & every kind required for the extension completion and/or maintenance of the works.

Signature of Contractor with seal

(P) Site shall mean the lands and other places on, under in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.

(Q) Period of maintenance shall mean the specified period of maintenance from the date of completion of the works as certified by the Engineer.

(R) Heading & marginal headings :- The headings & marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

GENERAL OBLIGATIONS

2.(1) Execution Co-relation & intent of contract Documents:- The contract documents be signed in triplicate by the Railway and the contractor. The contract documents are complementary, and what is called for by one shall be as binding as if called for by all, the intention of the documents is to include all labour, materials, equipments and transportation necessary for the proper execution of the work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

(2) If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/ Project in the same manner and take effect in all respects as if the Contractor and the Successor Railway/ Project were parties there to from the inception and the corresponding officer or the competent authority in the Successor Railway/ Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/ Project under the original contract / agreement entered into.

(3) If for administrative or other reasons the contract is transferred to the Successor Railway the contract shall not withstanding any things contained herein contrary there to be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if Contractor and the Successor Railway had been parties there to from the date of this contract.

3. (1) Law governing the contract: - The contract shall be governed by the law for the time being in force in the Republic of India.

(2) Compliance to regulation and bye-laws :- The contractor shall confirm to the provision of any statute relating to the works and regulations and bye – laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

4. Communication to be in writing:- All notices, communications, reference and complaints made by the Railway or the Engineer's representative or the contractor interse concerning the works shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

5. Service of Notices on Contractors :- The contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.

Signature of Contractor with seal

6. Occupation and use of land :- No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The contractor shall not use, or allow to be used, the site for any purpose other than that of executing the works.

7. Assignment or subletting of contract: - The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner what so ever without special permission in writing of Railway. Any breach of the condition shall entitle the Railway to rescind the contract under clause 62 of these conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuring from such cancellation. Provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause .The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub- Contractor and the Railway shall not relieve the Contractor of any responsibility under the Contract.

8. Assistance by the Railway for Stores to be obtained by the Contractor :- Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market ,the Railway may have agreed without any liability there for to Endeavour to obtain assist the Contractor in obtaining the required quantities of such materials as may be specified in the Tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of works including employment of labour and the Railway shall not in any way be liable for the supply of materials or for the non supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non supply.

9. Railway Passes: - No free Railway Passes shall be issued by the Railway to the Contractor or any of his employee/Worker or representative.

10. Carriage of materials:- No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials ,tools and plant by Rail which may be required for use in the works and contractor shall pay full freight charges at Public tariff rates there for.

11. Use of ballast trains :- The Railway may agree to allow the Contractor ,the use of ballast or material train under such conditions as shall be specially prescribed ,provided that the Contractor shall pay for the use thereof charges calculated at public tariff rates on the marked carrying capacity of each vehicle subject to specified minimum charges per day or part of day and provided further that the Contractor shall indemnify the Railway against any climes or damages arising out of the use or misuse their of and against any liabilities under the Workmen's Compensation Act ,1923 or any statutory amendments thereto.

12. Representation on Works :- The Contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescinded the contract under clause 62 of these conditions.

13. Relics and Treasures:- All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the Railway and the Contractor shall dully preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.

14. Excavated material :- The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand ,stone, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, building and produce provided that the contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

Signature of Contractor with seal

15. Indemnity by Contractors:- The Contractor shall indemnify and save harmless the Railway from and against all actions, suit proceedings losses, cost, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contract, his agents, or employees, in the execution of the works or in his guarding of the same. All sums payable by way of consumption under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

16.(1) Earnest Money and 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 balance to make up the security deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's on account bills. Provided also that in case of defaulting contractor the Railways may retain any amount due for payment to the Contractor on the pending on account bills so that the amounts so retained may not exceed 10% of the total value of the contract.

(2) Unless otherwise specified in the special conditions, if any, the Security Deposit/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 Deposit 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 physical completion of the work as certified by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that 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 Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

(3) No interest will be payable upon the Earnest Money & Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub clause (1) of this clause will be payable with interest accrued thereon.

17. Force Major Clause :- 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 reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strike, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence, thereof neither party shall by 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 non performance of delay in performance and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 30 days either party may at its option terminate the contract by giving notice to the other party.

17(A) Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:-

Signature of Contractor with seal

(i) If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances , provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the caused thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.

(ii) If in the opinion of the Engineer the progress of the work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under sub-clause (4) of clause 20 of these conditions or in executing the work not forming part of the contract but on which contractor's performance necessary depends or by reason of proceeding taken or thereof tended by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequence of the contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 day's of such happening but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby .No other compensation shall be payable for works so carried forward to the extended period of time, he same rates, term. And conditions of contract are being applicable as if such extended period of time was originally provided in the original contract itself.

(iii) In the event of any failure or delay by the Railway to hand over the contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation thereof or but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

Extension of Time for Delay due to Contractor :-

17(B) The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in clause 17 and 17- A the Railway may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of the time as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to ½ of 1% of the contract value of the works for each week or part of the week.

For the purpose of the clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work /contract agreement issued .Provided also, that the total amount of liquidated damage under this condition, shall not exceed the under noted percentage value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

(i) For Contract Value up to Rs. 2 Lakh

10% of the total contract value.

(ii) For Contract Valued above Rs. 2 Lakh

10% of the first Rs. 2 Lakh and the 5% of the balance.

Signature of Contractor with seal

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the Contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's security deposit and rescind the contract under clause 62 of GCC, whether or not actual damage is caused by such default.

18. (1) Illegal Gratification :- Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or his partner, agent or servant or any one on his behalf, to any officer or employee of the Railway, or to any person on his behalf in relation to obtaining or executing of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject the contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the Railway.

(2) The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission or any such offence or compensation payable to the Railway under this clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the Contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

EXECUTION OF WORKS

19. (1) Contractor's understanding :- It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

(2) Commencement of Works :- The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.

(3) Accepted Programme of Work: - The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors) plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly the liquidated damages will be with reference to the over all completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

(4) Setting Out of Works: - The contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and shall check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative to check all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error shall appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors to the satisfaction of the Engineer's representative. Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

Signature of Contractor with seal

20. (1) Compliance to Engineers Instructions :- The Engineer shall direct the order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.

(2) Alterations to be Authorized:- No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer and the Contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.

(3) Extra Works:- Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or contractors or by other means at the option of the Railway.

(4) Separate Contracts in Connection with Works: - The Railway shall have the right to let other contracts in connection with the works. The Contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and co-ordinate his work with theirs. If any part of the Contractors work depends for proper execution or result upon the work of another contractor(s), the Contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

21. Instruction of Engineer's Representative :- Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as through it had been given by the Engineer provided always as follows:-

(a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.

(b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

22. (1) Adherence to Specifications and Drawings: - The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer he shall bear all the costs arising or ensuing there from and shall be responsible for all loss to the Railway.

(2) Drawings and Specifications of the Works:- The Contractor shall keep one copy of Drawings and Specifications at the site, in good order and such contract documents as may be necessary available to the Engineer or the Engineer's representative.

(3) Ownership of Drawings and Specifications: - All Drawings and Specifications and copies thereof furnished by the Railway to the Contractor are deemed to be the property of the Railway. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the Railway on completion of the work or termination of the contract.

(4) Compliance with Contractor's Request for Details: - The Engineer shall furnish with reasonable promptness, after receipt by him of the Contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Contract documents and reasonably inferable there from.

(5) Meaning and Intent of Specifications and Drawings :- If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 07 days of such decision being intimated to the Contractor) to the Chief Engineer who shall have the power to correct any errors, omissions or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.

23. Working during Night: - The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer.

Signature of Contractor with seal

24. Damage to Railway Property or Private Life and Property :- The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway and this although all reasonable and proper precautions may have been taken by the Contractor and in case the Railway shall be called upon to make good any costs, loss or damages or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act or any negligence or omissions on the part of the Contractor the amount of any costs or charges including costs and charges in connection with legal proceeding, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise and the incurring of any such expenses shall not be called in question by the Contractor.

25. Sheds, Store-houses and Yards: - The Contractor shall at his own expense provide himself with sheds, store-houses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, store-houses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store-houses and yards at any time for the purpose of inspection the stock of materials or plant so kept in hand and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store-houses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

26. Performance Guarantee (P.G.): The procedure for obtaining Performance Guarantee is outlined below:-

(a) The successful bidder should give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value.

(b) The Performance Guarantee should be furnished by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement and should be valid up to expiry of the maintenance period. The agreement should normally be signed within 15 (fifteen) days after the issue of LOA and Performance Guarantee should also be submitted within this time limit.

(c) Performance Guarantee shall be released after satisfactory completion of the work and maintenance period is over. The procedure for releasing should be same as for Security Deposit.

(d) Wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be encased and the balance work should be got done separately.

(e) The balance work shall be got done independently without risk and cost of the original contractor.

(f) 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 participation in the tender for the balance work either in his/her individual capacity or as a partner of any other JV / partnership firm.

27. Fixing Milestones: The concerned executive In-charge of the work may fix appropriate milestones and monitor.

28. Incentive for Early Completion and Compensation due to delay: Not accepted.

Signature of Contractor with seal

29. Rescinding of Contract- Risk & Cost:

(a) Determination of contract owing to default of contractor –

(1) if the Contractor should

- (i)** Becomes bankrupt or insolvent, or
- (ii)** Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii)** Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or
- (iv)** Have an execution levied on his goods or property on the works, or
- (v)** Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions or
- (vi)** Abandon the contract, or
- (vii)** Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii)** Fail to adhere to the agreed Programme of work by a margin of 10% of the stipulated period, or
- (ix)** Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these conditions, or
- (x)** Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the Conditions, or
- (xi)** Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause (28) of the conditions, or
- (xii)** Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway,
- (xiii) (A)** At any time after the tender relating to the contract has been signed and submitted by the contractor, being a partnership firm admit as one of its partners or employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ 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, or whether holding any pensionable post or not, in the Engineering Department 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 authorized 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
- (B)** Fail to give at the time of submitting the said tender:-
 - (a)** The correct information as to 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

Signature of Contractor with seal

- (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 its directors was such a retired engineer or a retired officer, or
- (e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make 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 a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor, and after expiry of 48 hours notice, a final termination notice (Proforma as Annexure V) should be issued. Then and in any of the said clause, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure III) writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours notice (Proforma at Annexure IV) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice).

(2) Right of Railway after rescission of contract owing to default of Contractor – In the event of any or several of the courses, referred to in sub-clause (1) of this clause, being adopted:-

- (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified,
- (b) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or out to have been executed, and to retain and employ the same in the further execution of the works of any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof,
- (c) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determined ex-part or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount(if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

Signature of Contractor with seal

West Central Railway

**Office of the
Dy.CMM/CRWS/BPL
Date- .02.2012**

Tender No: 28/CRWS/Transportation/2011-12

PART – III

SPECIAL TERMS AND CONDITIONS OF CONTRACT

The following special conditions shall supplement and be read together with the general conditions of contract (GCC) of Central Railway/West Central Railway and the extant orders along with the amendments, if any, issued by the Government of India, Ministry of Railways (Railway Board) from time to time. The GCC is priced publication and it may be purchased by the tenderer on payment of the prescribed price.

1. General:

1.1 The contractor shall study and clarify all doubts and discrepancies etc. before commencement of work from Dy.CMM/CRWS/BPL or his Authorized representative. No excuses for delay of work on this account shall be entertained at a later stage.

1.2 The rate should be quoted subject to all the terms and conditions of contract.

1.3 “Trip” means transport of Railway material by the contractor from consigner to consignee only as mentioned in the schedule.

2. Requirement of tender offer:

2.1 Earnest Money deposit:

2.1.1 An amount of Rs. 6216/- (Rupees Six Thousand Two Hundred Sixteen Only) shall be deposited along with the tender in any one of the following form in favour of Dy. FA&CAO(W)/CRWS/BPL

(i) Cash: Deposit With chief cashier West Central Railway Bhopal or any divisional cashier of West Central Railway and money receipt attached with tender.

(ii) Demand Draft/Deposit receipt/FDR/STDR: Issued by scheduled Bank in the name of Workshop accounts Officer, CRWS, Bhopal.

2.1.2 There is no exemption from payment of earnest money deposit. Offers received without earnest money in the requisite form shall be summarily rejected.

2.2 Credentials:

2.3 Validity of Tender offer: The offer should be valid for 120 days from the date of opening of Tender.

2.4 Care while Submission of Tenders:

2.4.1 Each page of the tender form including the covers shall be duly initiated under hand and seal of the tenderer in token of having gone through and agreed upon the terms and conditions stipulated therein, failing which the tender shall be treated as invalid and liable for summarily rejection. All the pages shall be returned intact; else the tender may be treated as incomplete.

2.4.2 Tenderer shall quote the rates in Indian Currency i.e. Rupees.

2.4.3 The tenderer shall quote the rates after taking into consideration all the conditions of contract and scope of work.

Signature of Contractor with seal

2.4.4 The rates should be mentioned both in figures and words in the tender offer. Non-fulfilment of this requirement may result in the offer summarily rejected.

2.4.5 All the rates quoted shall be firm and not subject to any change firm should quote separate for, a certificate stating that the material is required for Railways own use shall be issued.

2.4.6 The tenders are to be addressed to Deputy Chief Material Manger, Coach Rehabilitation Workshop, West Central Railway, Nishatpura, Bhopal, 462010. While signing the tender papers, the tenderer should specify, whether he is a sole proprietor or he is a partner or he is signing on behalf of the firm as an attorney (in this case power of attorney in prescribed form should be submitted). In case of partnership, a copy of partnership deed should also be furnished. The original should be kept ready as an when required for verification.

3. Scope of work:

The scope of work is covered under tender specification attached as Part-IV. (The quantity may vary $\pm 25\%$ as per extent rules /regulation of Railway)

4. COMPLETION PERIOD:

4.1 Completion Period of entire work: The entire work should be completed within 12 Months from the date of issue of acceptance letter. However this period is extendable on the same terms and conditions.

4.2 Trip wise Completion period:

4.2.1 The contractor will be informed through a memo or telephonically (which may be confirmed through a memo later on) by Railway representative about the need for arranging transportation. Minimum notice period required for placement of truck/lorry b y the contractor at the nominated place for the purpose of transport of material shall be three days. In case of delay or default the Railways is entitled to impose liquidated damages in addition to the other remedies available in the conditions of contract. If the Railway work suffers due to delay or non-compliance of transport requirement, Railways shall be entitled to impose additional penalty at the rate of Rs.300/- per day for delay in placement of Truck/Lorry at required place. The decision of Railways in this regard shall be final and binding on the contractor.

5. Payment Terms:

5.1 Bill Payments: The contractor shall submit the bill for MT-KM transportation done during the month in duplicate on or before 10th of the following month. The bill shall be submitted to Dy.CMM/CRWS/BPL and shall be passed and forwarded for payment to Dy. FA&CAO(W)/CRWS/BPL, who in turn shall arrange payment to the contractors.

5.2 100% payment shall be made in proportion to the works satisfactorily completed subject to preceding clause.

5.3 Income tax will be deducted from the payment made by the Railways as per extent rules.

5.4 Commercial Tax/other taxes of State & Central Govt. etc may be deducted from contractor bill as per rules & regulation if applicable in this case.

6. Security Deposit against Accepted Tender Value:

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 balance to make up the security deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's on account bills. Provided also that in case of defaulting contractor the Railways may retain any amount due for payment to the Contractor on the pending on account bills so that the amounts so retained may not exceed 10% of the total value of the contract.

(2) Unless otherwise specified in the special conditions, if any, the Security Deposit/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.

Signature of Contractor with seal

(c) Security Deposit 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 physical completion of the work as certified by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that 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 Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

(3) No interest will be payable upon the Earnest Money & Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub clause (1) of this clause will be payable with interest accrued thereon.

7. CURRENCY: - All the rates shall be quoted in the Indian Rupees.

8. Legal Charges :- A fee of Rs. 200/- per legal document, like partnership deed or power of attorney executed before or after the execution of the contract will be recovered from the contractor for obtaining legal advice from Law Officer.

9. Final Settlement:

9.1 The recovery towards any loss/damage of Railway material, due to accident, negligence or non-compliance of conditions of contract by the contractor, will be claimable from the contractor. The recovery amount shall be worked out by Railways depending on the cost of material lost/damage and this amount so worked out by Railways shall be final and beyond any dispute.

9.2 Final settlement shall be done on expiry of the completion period and after issue of certificate of satisfactory completion of entire work by Railways. All the dues shall be recovered / paid, as the case may be, before final settlement of contract.

10. Signing of Contract Agreement:

10.1 The successful tenderer shall have to furnish ownership deed, Certificates of registration, Power of attorney in favour of the person signing the contract Agreement etc. within 15 (Fifteen) days of receipt of the letter of acceptance.

10.2 The successful tenderer will be intimated regarding vetting of above said legal documents and tenderer shall arrange for signing of contract agreement within 15 (fifteen) days after receiving the intimation in this connection. In case the firm is a partnership firm, the contract agreement as power of attorney shall be signed by all partners.

11. Termination of Contract:

11.1 If the contractor fails to carry out or complete the work as per terms & Conditions of the contract the Railways shall terminate the contractor as per GCC by serving a 15 days notice and thereafter 48 Hrs notice to this effect to the contractor.

11.2 This administration reserves rights of canceling/terminating the contract at contractor risk & cost, in the event of failure to execute the contract satisfactorily.

12. Liquidated Damages:

In case of firms failure to complete the work in specified period Railways may impose penalty as per extent rule of Railways as specified in GCC Jan.1999 or latest.

13. PRICES:- The prices shall be quoted 'NET' with a statement of its break up and shall remain firm and open till the satisfactory completion of the work in all respect and final acceptance by the Engineer at Railway's site.

Signature of Contractor with seal

14. PRICE SCHEDULE: - When entering the price in the Tender, tenderer shall comply with the following requirements:-

(a) All rates quoted in the schedule shall be in Rupees and must be firm and not subject to any fluctuation. The separate rate for basic sale tax Insurance charges will be given by enclosure.

(b) **TAXES AND DUTIES:-** This being an indivisible works contract, No sales Tax is payable. However, if desired a certificate stating that, the material is required for Railways own use shall be issued.

(c) Commercial Tax of M.P. Government and Income Tax as applicable shall be deducted from contractor bill

(d) **WORKS CONTRACT TAX:-** The works contract Tax/Commercial Tax/Trade Tax where ever applicable shall be deducted from Contractor bills. Tenderer may consider this aspect while quoting for the work.

15. PRICE VARIATION CLAUSE:- The rates accepted are firm and price variation is not acceptable.

16. INSPECTION OF SITE BEFORE TENDERING:

Before submitting this tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works. Doubts if any, must be got clarified before quoting in this tender. Later after opening no quarry, objection or issue of interpretation shall be entertained by Railways. Interpretation of Railways shall be binding in respect of all provisions and conditions i.e. whole of this tender document.

17. DEVIATION:- In their offer the tenderer shall clearly indicate all deviations from the specifications or conditions stipulated in the entire Tender Booklet. In the absence of any such indications, the offer shall be taken as confirming by the provisions stipulated in this specifications, Drawings and Tender Booklet.

18. SUBMISSION OF TENDER:- The Tenders shall be submitted in sealed covers and dropped in the tender box kept for this purpose in the office of the Dy. Chief Materials Manager, Coach Rehabilitation Workshop, Nishatpura, Bhopal – 462 010 of West Central Railway or send by Registered post with A.D so as to reach this office not later than 15.00 Hrs. (Ist) of 30.03.2012. After closing of the tenders at 15.00 Hrs. The tenders shall be opened at 15.15 Hrs. (Ist) on the same date. In case the date of Tender closing and opening happens to be a holiday, the tenders shall be closed and opened on the next working day in the same manner. The Tenderers desirous of attending the tender opening may do so at their own expense.

NOTE: Each page of the tender shall be signed under the hand and the seal of the tenderer or his authorized representative holding the power of attorney failing which the tender shall be treated as invalid and liable for summarily rejection.

19. INSTRUCTION:-

19.1 If the tender Document is downloaded from Railway's internet site then at the time of submission of tender the cost of tender booklet Rs.1500/- (Rs. One Thousand Five Hundred only) shall be submitted through demand draft payable to Dy. FA&CAO(W)/CRWS/BPL. Failing this the tender shall be rejected summarily.

19.2 The tender document cost in acceptable form must accompany the offer otherwise the offer will be summarily rejected .The tender document cost should be submitted through crossed Demand Draft (non refundable) in favour of Workshop Accounts Officer, CRWS/Bhopal.

19.3 The tenderer should note that, no alteration must be done in downloaded tender documents. The tender documents along with corrigendum if any available at Dy.CMM/CRWS/BPL(W.C.Rly) only will be considered authorized version in case of any dispute/variation. It must be noted that the tenderer / firms who are found to be indulging in altering / adding or deleting the contents of tender documents will be liable to face suitable action which could be removal from approval list/banning/suspension of business dealing etc. In addition to forfeiture of Earnest Money.

Signature of Contractor with seal

19.4 The advertised tenders are governed by advertised tender document. Latest version of the same can be downloaded from the link available on the tender notice page on our website at www.westcentralrailway.com
In addition, General conditions of contract 1999, the basic governing conditions document can also be down loaded from the same location.

19.5 You are requested to kindly carefully go through the relevant instruction/ condition/ requirement content in tender documents/general conditions of contract, as the case may be, before submitting the offer. Various conditions / Instructions will be taken as read and agreed if not specifically indicated to be discharged/ deviated.

19.6 Though all efforts have been made to ensure the correctness of all information in web version of tender documents. However administration disowns any responsibility regarding incorrectness/data corruption etc. In case of any dispute, the hard office copy of tender document shall be considered as final.

19.7 With the existing system, it is not possible to keep record of the tenderer down loading the tender document. If there be any corrigendum /addendum to the NIT / tender documents the same will be posted on the website and requirement of separate communication by post to the tenderer who have already downloaded the tender documents will not be applicable to the tenderers using the tender documents down loaded from the website. It will be the responsibility of the tenderers down loading the tender documents to check time to time for corrigendum to the tender if any and submit their offer accordingly.

19.8 General condition of contract January 1999 or latest of engineering department as amended time to time shall also be applicable on successful tenderer.

NOTE :- Please sign and submit this page with the following declaration along with your offer. In absence of this the offer will be rejected without any reference.

DECLARATION

a) I/We have read and understood the above instruction and hear by agree to abide by them.

b) I/We am/are enclosing tender document cost Rs.....vide Demand Draft

No.....datedissued by

c) I/we am /are enclosing requisite Earnest money of Rs..... vide Demand Draft/ Cash receipt/FDR

No.....dated.....issued by.....

d) I/We have filled and signed the tender documents and the same are enclosed herewith.

e) I/We declare that the information /tender form down loaded is original and in the event of this being different from original tender document, my tender form may be rejected by Railway administrations including forfeiture of Earnest Money.

f) Declaration by tenderer for the tender document down loaded.

I/We hereby declare that I/We have down loaded the tendered document from West Central Railway web site www.westcentralrailway.com and printed the same. I/We have verified the content of the printed document from the website and there is no edition no deletion and or no alteration to the content of the tender document.

Signature of Contactor/ tenderer

With seal and Name Capacity /Authority to sign Full Address

PART- IV

Tender No: 28/CRWS/Transportation/2011-12

Date- 06.02.2012

TENDER SPECIFICATIONS

1. Nature of Work:

1.1 Transport contract to bring Railway material from Various place such as Workshops /Stores Depots, Steel yard etc. to CRWS/BPL(Stores Depot) of Indian Railway as mentioned in Part-V (schedule of price) on Kilometer basis.

1.2 If Railways so decides on trip-to-trip basis, Railway representative shall travel along with truck crew while transporting the Railway material under this contract.

1.3 While transporting dangerous/hazardous products, the contractor shall take all necessary precautionary measures including Display of special sign with warning.

1.4 The contractor should preferably have a local representative at Bhopal so that he may coordinate closely with Railways. The contractor shall provide to the Railways the telephone No and Fax No also on which information regarding Transport requirement can also be given from time to time.

1.5 The contractor will have to paint the following in bold letter of minimum 4" size across the truck on both sides "ON CONTRACT WITH WEST CENTRAL RAILWAY" while transporting Railway material.

1.6 The contractor shall wear and pay the entire operation cost of the truck/ lorry, which will include and be deemed always to include the following:

(a) Provision for the driver, cleaner and also necessary reliefs, including their salary and other emoluments.

(b) Cost of fuel and lubricating oil etc.

(c) Maintenance and repair cost of truck.

(d) Road Tax/Road permit fee and other taxes in relation to said trucks.

(e) Insurance.

1.7 Tenderer should furnish their valid transport permit/ licenses in its Jurisdiction.

1.8 No other material should be carried in truck, Road vehicles during the transportation of Railway material.

2. Loading / Unloading of Material:

2.1 Loading & unloading of consignment on truck shall be done by Railways. However the securing of the material will be responsibility of contractor. Ropes, Tarpaulin locking of covers etc. will be arranged by the contractor. Railways shall provide EOT cranes, road cranes fork lifter etc. along with the driver, required during loading & unloading of material.

2.2 The contractors shall fulfill and carry out all directions that may be issued by the Railways or its authorized representative relating to loading/unloading transporting, operating & delivery of the Railway material in trucks and any violation/breach or default thereof will be treated as breach or default of this agreement entitling the Railways to terminate the same forthwith at the risk and cost of contractor.

3. Safety and Security of Material:

3.1 While discharging this contract the contractor shall own full responsibility for the acts of omission/commission/misconduct and attempt to pilfer/contaminate the Railway material/products under transport by crew/operator. Action taken by Railways against such errant crew/operator/contractors shall not be challenged.

3.2 If a truck operator/crew provided by contractor is involved in any malpractices the Railways will be entitled to suspend the operation of the truck at its sole discretion forthwith and to conduct an investigation into the malpractices. If upon such investigation the Railways, in its sole discretion, conclude that the crew is involved in any malpractice it will blacklist such truck operator/crewman and take legal action. If however the investigation reveals the complicity of the contractor in the malpractices, this Agreement shall stand terminated forthwith and all the trucks provided by the contractor in territory of this agreement will be blacklisted.

3.3 The Contractor/s shall submit an indemnity bond on Rs. 250/- stamp paper for amount of 30 (Thirty) lakhs as per prescribed Performa/draft for safety and security of Railway materials during the transportation period before commencement of said work.

Signature of Contractor with seal

3.4 In case of any loss/theft/damage suffered by the Railways for Railway material, the legal action against firm/contractor/transport contractor can be taken in consultation with civil police/GRP/RPF as found appropriate by Railway administration.

4. INSURANCE:

4.1 That the contractor/s shall obtain a comprehensive insurance policy from an established insurance company for each vehicle & Railway material and keep such policy in force at all times during the currency of contract to cover all risks of every nature whatsoever inclusive any damages caused by the trucks to Railway property.

The cost of Railway material will be declared by Railway before loading of truck. In case of any damage/loss to Railway material the insured amount shall be directly payable to the Railways by the Insurance Company. The contractor shall ensure incorporation of such condition in policy and submit the proof thereof.

4.2 The contractor will produce for perusal of the Railways the original insurance policy and proof of payment of all insurance premium charges in respect thereof as and when demanded by Railways.

4.3 Contractor shall be solely responsible for payment of any compensation to his workmen under the workmen's compensation Act 1923 and 1933 or latest and the amendments thereof for the injuries caused to the his workmen even in the Railway premises. The contractor shall also indemnify the Railways against any such payments toward injuries /loss of life of contractor's workmen which may be ordered by any court of law.

5. Packing of Material:

5.1 Material will be of standard pack by Railways and may be in loose conditions. The tenderer should first see these items before quoting the rates as these voluminous items shall also be transported as per schedule of work.

6. Handing Over / Taking Over Materials:

6.1 While taking over the material from consignor the contractor shall give clear Lorry receipt. The cost of material as mentioned by Railways shall be invariably mentioned in the Lorry Receipt.

6.2 Contractors will lift, transport and deliver the stores, during the working hours/working day of individual shed /depots concerned.

6.3 On delivery of material to consignee the contractor will have to obtain clear acknowledgement of the consignee under his office stamp duly affixed in support of the consignment having been delivered in safe & sound conditions.

7. Loss & Damage of Material:

7.1 The contractors shall be liable for any loss or damage to the Railway employees/property, contractor's employees or any third party resulting from fire, negligence, explosion, accident or any other cause while discharging this contract and the contractor shall indemnify Railways against any such damage and shall be Liable to pay to the Railways any such amount as may be awarded by any court of law or specified by Railways.

7.2 The contractor shall remain at all time liable and responsible to the Railways for any loss or damage caused to Railway material, building, plant, machinery or any property of the Railway by any carelessness, negligence, inexperience, natural calamities, civil unrest or willful act the contractor or his employees/representative. The assessment of damage shall be done by Railways and this assessment shall be final and binding on the contractor.

Signature of Contractor with seal

7.3 The Railways will also be authorized to recover /re-imbrues the amount of loss suffered by the Railways from the contractor under these provisions and the decision & determination by the Railways or its authorized representative as to the reasons for such loss or as to the existence of any acts or events such as riots civil com motion or natural calamities as prescribed above shall be final & binding on the contractor/s & shall not be challenged in any court of law or arbitration or otherwise and the contractor after signing this agreement hereby irrevocably authorizes the Railways to set off and adjust such loss or dam age against the amount of security deposit and/or outstanding payment and in the event of short fall, the contractor shall immediately, on issuing a certificate by the Railways, pay the same amount to the Railways without demur or objection.

7.4 The contactor is required to safe guard the material given for transportation and carries it safely. Wastage or loss or damages to Railway material in any manner should be totally avoided and in case any shortage or damages is found the recovery will be made from the contractor in accordance with Railway rule as specified in Para-16 of general notes given in SR-1990 of Engineering Department of Central Railway.

8. Compliance of various Acts / Laws:

8.1 The contract is subjected to compliance of Motor Vehicle act 1988, the central Motor Vehicle rule 1989 and the amendments there of and other relevant state Motor Vehicle rules and notifications, if any, issued by Railways. The contractor shall ensure compliance of these and indemnify the Railways in this regard.

8.2 Tenderer will identify the Railways against all the liability, where ever in pay and compensation under workman's compensation Act.1923 and 1933 or latest or any amounting account in respect of any accident of labours employed by him or compensation in respect of any claim received out of or in the course of the works contemplated by this contract and against the cost charges and expenses incurred or sustained by the Railways in the matter.

8.3 Contractor shall abide by all relevant labour laws/workmen compensation act and other statuaries provisions of State and central Government.

8.4 The contractor hereby binds himself to abide by the Motor vehicle Act, payment of wages and other LABOUR regulations in force in the territory of operation of Trucks/lorry for the purpose of works contemplated in this contract.

8.5 While transporting dangerous/hazardous products, the transport contractor shall ensure to take all precautionary measures including display of special sign with warning in the language of states of transit and destination, including the nature of product being transported. The transport contactor is to follow instruction issued by Transport Commissioner Office for carrying such dangerous/hazardous products from time to time.

8.6 The tenderer must ensure that the driver engaged for transportation possess a valid driving license with due endorsement for carrying hazardous goods as per the prevailing sections in the motor vehicle rules/acts.

8.7 That the compliance of all Govt. Rules and regulations regarding transportation of material and route permit etc. will be responsibility of the contractor and any point of non compliance of any such rules shall treated as breach of contract.

Signature of Contractor with seal

PART- V

WEST CENTRAL RAILWAY

**Office of the
Dy.CMM/CRWS/BPL
Date-06.02.2012**

Tender No. 28/CRWS/Transportation/2011-12

Tender due on: - 30.03.2013 at 15.00 Hrs.

SCHEDULE OF RATES

Name of work:- Transport contract to bring Railway material from Various place such as Workshops / Stores Depots, Steel yard etc. to CRWS/BPL(Stores Depot) of Indian Railway.

SCHEDULE OF RATES AND QUANTITIES

S.No	Item No.	Description of item of work	Approximate Quantity MT-KM	Unit	Basic Rate	Taxes	Any Taxes other	Insurance charges	Amount in Rs.
1	2	3	4	5	6	7	8	9	10
1	1	Transport contract to bring Railway material from Various place such as Workshops / Stores Depots, Steel yard etc. to CRWS/BPL(Stores Depot) of Indian Railway.	1,50,000	MT -KM					

Note : 1. Firm Should quote separate rate i.e. basic rate, taxes, any other taxes separately.

2.The insurance of goods to be arranged by contractor in consultation with Railways. The amount of insurance charges will be reimbursed on documentary evidence.

3. Distance will be calculated as per Road Atlas approved by Survey of India. The quantities shown in above schedule are approximately and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

4. Details of EMD submitted.....

I/we undertake to do the work at rates quoted above for each item.

Signature of Contractor
Address of Contractor

Dy. CMM/CRWS/BPL