



IROAF
GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS

Indian Railways Organization for Alternate Fuels

BID DOCUMENTS
GLOBAL TENDER
FOR
CONVERSION OF 40 DPC INTO DUAL
FUEL ENGINE WITH CNG
CORRIGENDUM-III

In Two Packet System
Bid Documents
Part – I, II & III
Tender No. IROAF/CNG/P3/10
March, 2010

Indian Railways Organisation for Alternate Fuels
12th Floor, Core-I,
Scope Minar, Laxmi Nagar,
New Delhi

(P. K. Sinha, CME/CNG, IROAF)



**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS**

**Indian Railways Organization for Alternate Fuels
(IROAF)**

**SPECIAL CONDITIONS OF CONTRACT
FOR THE WORK OF
CONVERSION OF 40 DPC INTO DUAL FUEL
ENGINE WITH CNG**

CORRIGENDUM-III

In Two Packet System

Bid Documents

Part - I

Tender No. IROAF/CNG/P3/10

March, 2010

**Indian Railways Organisation for Alternate Fuels
12th Floor, Core-I,
Scope Minar, Laxmi Nagar,
New Delhi**

(P. K. Sinha, CME/CNG, IROAF)

Signature of the Tenderer/s

IROAF / INDIAN RAILWAYS

TOP SHEET

TENDER DOCUMENT NO. IROAF/CNG/P3/10

Tender Notice No.	IROAF/CNG/P3/10
Name of work	Conversion of 40 DPC into Dual Fuel Engine with CNG
Approx. Cost	Rs 20.6(Twenty crores & Sixty Lacs)
Completion Period	24 months
Earnest Money	Rs.12 Lacs (Twelve lacs)
Last Date / time of receipt of Tenders	Up to 12.30 hrs. on 14.09.2010 in the office of IROAF, 12 th Floor, Core-I, Scope Minar, Laxmi Nagar, Delhi-110 092
Date of opening of Tender	At 1530 hrs. on 14.09.2010
Validity of Offer	180 days from the date of opening of Tender
Tender Form Available	From : 29.03.2010 to 14.09.2010

Please furnish the following information (supported by documents) along with the tender documents.

I. Organization Structure of the Tenderer

- a) (Whether the entity is a partnership firm or A Private Limited Company or A Public Limited Company, or a co-operative society or Joint Venture Firms.**
- b) Attested copies of all relevant documents to authenticate the identity of the entity, such as Partnership Deed Registration Certificate, Certificate of incorporation of the company, etc.**

Signature of the Tenderer/s

- c) If the Tenderer is a joint venture of two or more entities, individual details of all the entities which constitute the joint venture must be provided separately.

II. Documents to prove the track record of the Tenderer in implementing similar projects.

- a) Full details of Projects already executed.
- b) Details of Projects under implementation.

III. Identify the authorized signatory representing the Tenderer with the relevant documents such as, Power of Attorney, Board Resolution etc.

DEFINITIONS

For the purpose of this tender notification, the following words shall have the meaning given hereunder.

- 1) **PROJECT** : Conversion of 40 DPC into Dual Fuel Engine with CNG.
- 2) **WORK** : Any job undertaken in furtherance of the execution of the Projects.
- 3) **ENTITY** : A generic term to denote any form of business organization such as; a proprietary concern, Partnership Firm, Limited Company, Co-operative Society or a Joint Venture of two or more of such organizations.
- 4) **CONTRACT** : The compendium of documents or part thereof,
- 5) **ITCC**- Income tax clearance Certificate.
- 6) **EMD** – Earnes Money Deposit.
- 7) **JV**-Joint Venture
- 8) **LOA**- Letter of Acceptance.

Which spells out the methodology of execution of this Project; as well as determines the rights and liabilities of the tenderer and the Railways.

Signature of the IROAF Rep

Signature of the Tenderer/s

Signature of the Tenderer/s

INSTRUCTIONS TO TENDERERS

1. General Instructions:

On behalf of the President of India, The CME/CNG, Indian Railway Organisation for the Alternate Fuel (Hereinafter referred to as the first party or the “Railways”), invites tenders for the Project as set forth in the “**Schedule of Work.**” which is enumerated in part-II of the Bid Documents.

All the offers in prescribed format along included with the required tender documents should be submitted before the time and date fixed for the receipt of offers as set forth in tender papers. Offers received after the stipulated time and date will be summarily rejected.

The tenderer should also submit soft copies of the offer submitted as requested above. The soft copies should be in MS word format.

2 Qualifying Requirements of Tenderers:

2.1 The tenderers shall provide satisfactory evidence acceptable to the first party to show that they possess adequate technical know-how and financial resources to undertake the **PROJECT:-**

2.1.a The tenderer should provide satisfactory evidence, acceptable to the First Party to show that it has efficient technology, adequate capability, technical know-how and experience of installing & commissioning satisfactorily of works as detailed in Part-II, of the Technical specifications of this tender.

2.1.b They have adequate facilities for design and development for item(s) related to this tender and will be able to execute the supply, installation and commissioning of such item(s) within the delivery schedule.

2.1.c They have established quality control system in their organization to ensure that there is adequate quality control at all stages of the work.

2.1.d The tenderer should have adequate financial stability and status to meet the obligations under the contract, for which he is

Signature of the Tenderer/s

required to submit a report from a recognized bank or a financial institution, since the value of the work is more than 1 crore. The tenderer is required to submit the revenue/banker's solvency certificate of 40% of the value of the advertised tender.

Financial eligibility criteria

2.1.e. The tenderer should have a total contract amount received during the last three years (i.e. current year and three previous financial years) as per current ITCC at least a minimum of 150% of the advertised tender value of the work.

2.2 For purpose of Para 2.1 (above), the tenderer should additionally submit:

- a. A performance statement as in Annexure –D giving a list of major Projects executed done during the preceding three years.
- b. A statement indicating details of equipment employed and quality control measures adopted as in Annexure-E.

2.3 The offers of Tenderers who do not submit the requisite information may be rejected.

Note: JV entities bidding for this tender should follow the clause 5.16.

Signature of the Tenderer/s

IROAF
TENDER FORM (FIRST SHEET)

**The President of India,
Acting through the
Chief Mechanical Engineer – CNG
IROAF, 12th Floor, Core-I,
Scope Minar, Laxmi Nagar
New Delhi**

1. I/We _____ have read the various conditions to tender attached here to and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 180 days (one hundred eighty days) from the date fixed for opening the same and in default thereof I/We will be liable for forfeiture of my/our earnest money. I/We offer to do the work of conversion of 40 DPC into Dual Fuel with CNG.

I/we hereby bind myself/ourselves to complete the work in all respects within 24 months from the date of issue of letter of acceptance of tender at the rates quoted in the attached schedule.

2. I/We also hereby agree to abide by the General conditions of Contract Part III and to carry out the work according to the Special Conditions of Contract Part-I and Technical specifications of this Project Part-II.
3. Earnest money of Rupees. Twelve Lacs in the form of cash deposit/ bank draft in favour of FA&CAO, Northern railways/Delhi is enclosed. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:-
- a) I/We do not execute the **contract** documents within seven days after receipt of the notice issued by the **railway** that such documents are ready.
 - b) I/We do not commence the work within fifteen days after acceptance of **Contract Agreement**. The work shall be deemed to have commenced from the date of acceptance of **Contract Agreement** and submission of project schedule.

Signature of the Tenderer/s

4. We have clearly noted that the earnest money in the form of Bank Guarantee Bond is not acceptable.
5. Until a formal agreement is prepared and executed, acceptance of the tender shall constitute a binding contract between us and the Railways.

Date

Signature of the Tenderer/s
Address

Signature of Witness:- 1.....

2.....

Signature of the Tenderer/s

IROAF / INDIAN RAILWAYS

SPECIAL TENDER CONDITIONS AND INSTRUCTION TO TENDERER

1.0 DETAILS OF WORKS

On behalf of the President of India, The CME/CNG, Indian Railway Organisation for the Alternate Fuel (Hereinafter referred to as the first party or the Railways), invites tenders for the Project of **CONVERSION OF 40 DPC INTO DUAL FUEL ENGINE WITH CNG**. These DPC's will be located at Shakurbasti/Delhi, Jalandhar cantt, Jamalpur, Kharagpur GOC/Trichy, Vijaiwada, Badgaon, Bangalore cantt,& Kakariya/Ahmedabad, or any other diesel sheds of the Indian Railways. The numbers at each will be decided by the CME/CNG and will be intimated to the contractor during the course of work but before the supply of materials.

All the offers in prescribed format along with the required tender documents should be submitted before the time and date fixed for the receipt of offers as set forth in the tender documents. Offers received after the stipulated time and date will be summarily rejected.

The tenderer should also submit soft copies of the offer submitted as requested above. Soft copies should be in Microsoft word format.

2.0 TENDER DOCUMENTS

2.1 SUBMISSION OF TENDERS

2.1.1 The tender documents consist of Part I - Special tender conditions and instructions to tenderer/s, (Containing 40 pages) Part II - Technical Specification for Conversion of 40 sets of DPCs into Dual fuel engine with CNG for the complete scope of works, (Containing 16 pages) Part III – IROAF General Conditions of Contract. (Containing 72 pages)

2.1.2 Tender documents can be had from IROAF, 12th Floor, Core-I, Scope Minar, Laxmi Nagar, New Delhi on any working day from 1030 hrs. To 1230 hrs on cash payment of Rs.10,000 (Ten Thousand Only) per set. If the same is required by post an additional sum of Rs.500 (Five Hundred Only) per set should be deposited towards postal charges. The cost of this tender form is not transferable or refundable.

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Tender documents are also available on Indian Railway website www.indianrailways.gov.in. In case the tenderer is using the tender document downloaded from Indian railway website, he/they shall deposit Bank draft/ Cash deposit receipt of Rs.10,000 (ten thousands) along with the tender documents. Failure to do so, may lead to disqualification of the tenderer.

2.1.2(a) These tender documents must be submitted duly completed in all respects in a sealed cover super scribed as tender form for the work **“CONVERSION OF 40 DPCS INTO DUAL FUEL MODE ENGINE WITH CNG”** and should be deposited in the tender box in the office of the CAO/IROAF, Laxmi Nagar, Delhi-92 on or before up to 12.30 hours on 14.09.2010. The tender will be opened immediately thereafter in the office at 15.30 hrs and rates read out in the presence of such tenderer/s as is/are present. Tender which are received after the time and date specified above will not be considered. In case the intended dates for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time.

2.1.3 The Tenderers are requested to carefully peruse the tender documents as the tender will be on **“TWO PACKET SYSTEM”**.

- a. The tenderer may visit the site of **work** and ascertain himself the availability/supply of raw material and the conditions of work viz approach roads and accessibility, electric power supply, water for work and drinking purposes, site for labour camps, stores, godowns, extent of lead/lift in **work**, availability of skilled and unskilled labour etc. that may be encountered in the course of execution of **work**. In short, he/they should familiarize himself/themselves fully with the conditions at site.
- b. The tender submitted by the tenderer/s will consist of TWO BIDS i.e. Packet-I i.e. **“TECHNICAL BID”** and Packet-II i.e. **“PRICE BID”**. Both bids duly sealed separately in smaller envelopes super scribed as Packet-I (Technical Bid) and Packet-II (Price Bid) respectively along with the name of the **Project** and further sealed in a larger envelope super scribing name of the **Project** should be put in the tender box allotted for the purpose in the office of Chief Administrative Officer/IROAF/Laxmi Nagar, Delhi as per specified time and date.
- c. Tenderer should submit their offer for both packet-I (Technical Bid) & packet-II (Price Bid) **in triplicate hard copy along with a soft copy as already explained above.**

Signature of the Tenderer/s

- d. “TECHNICAL BID” will be opened as per specified schedule. This bid shall contain the documents as listed below. Tenderers are requested to ensure that all such documents as listed are submitted duly filled, in all respects in their technical bid failing which his/their offer is likely to be summarily rejected.

PACKET-I (TECHNICAL BID)

This shall include various documents mentioned in the tender conditions some of which are as under-

- (i) Earnest money in the form of cash deposit/bank draft
- (ii) Proforma as given in Annex. A, B-I, B-II, C, D & E duly filled in all respects
- (iii) The documents confirming the fulfilment of eligibility criteria laid down in the tender conditions. The document submitted as proof of fulfilling the eligibility criteria will be initially evaluated and offers not meeting the requisite eligibility criteria will be summarily rejected without evaluating the technical portion.
- (iv) The first packet of tenders shall accompany the design criteria, detailed design, calculations and general arrangement drawings for conversion of DPC in to dual fuel system and sufficient details to enable the technical evaluation performance specification. The tender not accompanied by these documents will be summarily rejected. However, the tenderer whose tender is accepted shall have to submit elaborately, the detailed design, detailed drawings, calculations, etc. later.
- (v) The Technology proposed and list of equipment deployed during the various stages of work.
- (vi) Work schedule in the form of CPM/PERT/Bar Chart indicating the major activities and the programme for completion of work within the stipulated period for completion.
- (vii) Documents in support of financial capability as per para 2.1 (e).

Signature of the Tenderer/s

- (viii) Power of attorney duly attested by Notary Public with his seal and official stamp thereon (Photocopy using both sides of the paper issued by stamp vender).
- (ix) Partnership or JV documents as per details given in Para-6 of this part-I /special conditions.
- (x) Performance record for the last 3 years of the entity, stating whether-
 - (a) Was awarded all contracts where the entity's bid price was lowest.
 - (b) Was awarded some contracts even though the entity's bid was lowest.
 - (c) Was denied any contract when the entity's bid was lowest.
 - (d) Was denied credit, bond or bank guarantee.
 - (e) Was incapable of performance of contract resulting in resulting in rescinding of the contract at the entity risk and cost.
 - (f) Was unable to complete awarded work.
 - (g) Was penalized for failure to adhere to completion date.
 - (h) Earned bonus for early completion.
 - (i) Took recourse to arbitration for settlement of disputes.

In addition tender/s may submit documents reflecting its credentials as per Para-4 of special conditions.

Technical proposal would be evaluated by the **Railways** to verify whether the work could be carried out successfully by the tenderer. During evaluation stage, Railways might ask for additional details and tenderer shall provide these details to the satisfaction of the **Railways**. Subsequent to award of contract also the complete design will have to be got approved from

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Railways and intermediate and final inspections and test as decided will be adhered to.

SECOND PACKET (PRICE BID)

The price bid of only those tenderer/s will be opened whose technical bids are found acceptable by Indian Railways.

The time, date and venue of opening of price bid shall be notified to successful tenderer/s after evaluation of technical bids.

If after the scrutiny of the TECHNICAL BID, it is found necessary to have the same revised in scope and/or content, to bring the same at par with one another and in conformity with the tender conditions and specifications and such other conditions are found necessary, the tenderers will be advised accordingly to revise their technical bids to bring all the technical bids at par and submit their revised price bid as well.

It shall also be binding on the tenderer to keep the original technical bid and price bid open and the **Railway** have the right to accept the original or revised technical and price bids. The Railway's decision in this regard shall be final and binding on the tenderer/s.

The "Original Price Bids" and/or the 'Revised Price Bids' will be opened at the time, date and venue as will be notified in advance under intimation to the tenderer/s.

The tenderer/s may note the **Railway** reserves its right to either accept or reject any bid/s without assigning any reasons whatsoever and tenderer/s shall have no claim/s on this account.

Territorial jurisdiction shall be the place of signing of contract.

Payments to the tenderer residing in the countries other than India will be made in foreign exchange only. The exchange rate for International tenderer(s) residing outside India who quote in foreign exchange will be

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computed on the basis of the converted rate in the Indian Rupees as on the date of opening of the tender. The conversion rate will be taken as standard rate of conversion of the currency on that day as per rate approved by RBI. Joint Ventures of international firm with Indian partner will be needed to quote in Rupees.

Prospective tenderer/s may contact Chief Mechanical Engineer/CNG/IROAF/Laxmi Nagar, Delhi for obtaining further clarification, if required.

The tenderer/s is/are advised to submit all documents in one go with the offer i.e. technical bid.

These tender documents must be submitted duly completed in all respects in a sealed cover super scribed as tender form for the work specified **Project** and should be deposited in the tender box in the office of the CAO/IROAF, 12th Floor, Core-I, Scope Minar, Laxmi Nagar, Delhi on or before on 14.09.2010. The tender will be opened at 1230 hrs. on 14.09.2010 in this office. Tenders which are received after the closure time and date specified above may not be considered. In case the intended dates for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time.

- 2.1.4 Tenders sealed and super scribed as aforesaid can also be sent by registered post addressed to the CME/ CNG/ IROAF, 12th Floor, Core-I, Scope Minar, Laxmi Nagar, Delhi-110 092, but a tender which is received after the time and date specified , may not be considered. Any tender delivered or sent otherwise will be at the risk of the tenderers.

3.0 COMPLETION OF TENDER DOCUMENTS:

- 3.1 Every possible fluctuation, in the rate of labour material and general commodities and other contingencies which might affect the rates, should be considered and kept in view before quoting the rates and no claim on this account shall be entertained by the **Railways** under any circumstances except the price escalation payable as per price escalation clause, if any, provided separately in the tender documents.
- 3.2 The rate should be quoted in figures as well as in words, if there is variation between the rates quoted in figures and in words, the rates

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quoted in 'Words' shall be taken as correct. If more than one rate or improper/incomplete rates are quoted for the same items, the tender is liable to be summarily rejected.

- 3.3 In case the tendered/s quote/s multiple rates, the offer will be treated as incomplete and shall be summarily rejected.
- 3.4 Each page of the tender papers has to be signed (giving name of the person signing duly stamped) and dated by the authorized signatory of the tenderer/s.
- 3.5 Tenders containing erasures and alterations of the tender documents are liable to be rejected. Any corrections made by the tenderer/s in his / their entries should be in Ink and must be attested by him / them under full signature and date.
- 3.6 Additional conditions or stipulations if any must be made by the tenderer/s in the covering letter with the tender. The **Railway** reserves the right not to consider conditional tenders and reject the same without assigning any reason. Only those additional conditions, which are explicitly accepted by the **Railway**, shall form part of the **contract**.

4.0 CONSTITUTION OF THE FIRM:

- 4.1 The entities who are the tenderer/s irrespective of whether it is a Partnership firm, company co-operative society association or society must forward attested copies of the constitution of the entity and power of attorney authorising a person to represent the entity in all matters with respect to the tender. Tender documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company association or society as the case may be. Co-operative societies must likewise submit an attested copy of their certificate of registration along with the documents as above mentioned.

The **Railways** will not be bound by any power of attorney granted by the tenderer/s or by changes in the composition of the entity made subsequent to the execution of the contract. The **Railway** may however, recognize such power of attorney and change after obtaining proper legal advise, cost of which will be chargeable to the bidder.

- 4.2(a) **If a tenderer who is the sole proprietor of the entity expires after the submission of his tender or after the acceptance of his tender,**

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the Railways shall deem such tender contract as cancelled unless the firm retains its character.

(b) If the bidder's Partnership is dissolved on account of death, retirement of any partners or for other reason what-so-ever before fully completing the whole work or any part of it, undertaken by the principal agreement the surviving partners shall remain jointly / severally and personally liable to complete the whole work to the satisfaction of the Railway. If any work is incomplete as a result thereof IROAF will have the right of getting the work completed at the risk and cost of the tenderer and claim such amount.

(c) The cancellation of any documents such as power of attorney, partnership deed etc., shall be communicated to the **Railway** in writing, failing which the **Railway** shall have no responsibility or liability for any action taken on the strength of the said documents.

5.0 GUIDELINES FOR PARTICIPATION OF JOINT VENTURE ENTITIES IN WORKS TENDER.

5.1 Apart from the identity/names of the Joint Venture Partners a separate identity/name shall be given to the Joint Venture firm.

5.2 Number of partners in a JV firm shall not be more than three.

5.3 A partner of a JV firm shall not be permitted to participate either in individual capacity or as a Partner of another JV firm in the same tender.

5.4 The tender form shall be purchased and submitted only in the name of the JV firm and not in the name of any constituent Partner.

5.5 Normally EMD shall be submitted only in the name of the JV and not in the name of constituent Partners. However, in exceptional cases EMD in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by the JV firm.

5.6 One of the member of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV

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firm. The other members shall have a share of not less than 20% each in case of JV firms with up to three members and not less than 10% each in case of JV firms with more than three members. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.

- 5.7 A copy of the Memorandum of Understanding (MOU) executed by the JV Partners shall be submitted by the JV firm along with the tender. The complete details of the Partners of the JV firm, their share and responsibility in the JV firm etc. Particularly with reference to financial technical and other obligations shall be specified in the MOU. (The structure of the MOU for this purpose shall be in compliance with the format approved by the Railways; The MOU shall be enclosed along with the tender).
- 5.8 Once the tender is submitted, the MOU shall not be modified/alterd/terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful tenderer, the validity of this MOU shall be extended till the currency of the contract expires.
- 5.9 Approval for change of constitution of the JV entity shall be at the sole discretion of the **Railways**. The constitution of the JV entity shall not be allowed to be modified after submission of the tender bid by the JV entity except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Partner should continue to be the Lead Partner of the JV entity. Failure to observe this requirement would render the offer invalid.
- 5.10 Similarly, after the contract is awarded, the constitution of the JV entity shall not be allowed to be altered during the currency of the contract except when modification become inevitable due to succession laws etc and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be a breach of contract with all consequential penal action as per the **contract** conditions.
- 5.11 IN the event of the Contract being awarded to a JV entity, a single Performance Guarantee shall be required to be submitted by the JV entity as per the tender conditions.

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5.12 On issue of LOA, an agreement between the Partners of the JV entity (to whom the work has been awarded) has to be executed and got registered before the concerned authorities, such as the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV entity to the Railways before signing the contract agreement for the work. (This agreement format should invariably become part of the tender condition). In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against the partners of the JV and the JV entity. This joint venture agreement shall have, inter-alia, the following clauses:

5.12.1 Joint and several liability – The partners of the JV entity to which the contract is awarded, shall be jointly and severally liable to the **Railways** for execution of the project in accordance with General and Special conditions of the contract. The JV Partners shall also be liable jointly and severally for the loss, damages caused to the **Railways** during the course of execution of the contract or due to non-execution of the contract or part thereof.

5.12.2 Duration of the Joint Venture Agreement – It shall be valid during the entire currency of the contract including the period of extension if any and the statutory period for maintenance after the completion of the project.

5.12.3 Governing Laws – The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

5.13 Authorized Partner – Joint Venture Partners shall authorize one of the Partner on behalf of the Joint Venture entity to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and do similar such act in respect of the said tender/contract. All notices /correspondences with respect to the contract would be sent only to this authorized Partners of the JV entity.

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5.14 No Partners of the Joint Venture entity shall have the right to assign or transfer the interest right or liability in the **contract** without the written consent of the other Partners and that of the **Railways** in respect of the said tender/contract.

5.15 Documents to be enclosed by the JV entity along with the tender:

5.15.1 In the case of one or more Partners of the JV entity is/are partnership firm(s), the following documents shall be submitted:

- (a) Notary certified copy of the Partnership Deed,
- (b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
- (c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the Partnership firm.

5.15.2 In the case of one or more Partners is/are Proprietary Concern or HUF, the following documents shall also be enclosed:

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he is the sole proprietor of the Concern OR he is in the position of “KARTA” of Hindu Undivided Family and he has the authority, power and consent given by other family members to act on behalf of HUF.

5.15.3 In the case of one or more Partners is/are limited companies, the following documents shall be submitted:

- (a) Notary certified copy of the resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing the MD or one of the Directors or Managers of the Company to sign the MOU, JV Agreement, such other documents required to be signed on behalf of the Company and enter into any agreement creating liability against the company and/or do any other act on behalf of the company.
- (b) Copy of the Memorandum and Articles of Association of the Company.
- (c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act as mentioned in the para (a) above.

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- 5.15.4 All the Partners of the JV shall certify that they have not been black listed or debarred by **Railways** or any other Ministry/Department of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of the bid either in their- individual capacity or the JV entity or partnership firm in which they were members/partners.

5.16 **Credentials & Qualifying Criteria**

Technical and financial eligibility of the JV firm shall be adjudged based on satisfactory fulfilment of the criteria appearing in para 2 of this Part-I at page no. 4

NOTE:

Value of a completed work done by a Member in an earlier partnership firm or a JV firm shall be reckoned only to the extent of the concerned member's share in that partnership firm/JV firm for the purpose of satisfying his compliance of the above mentioned technical eligibility criteria in the tender under consideration.

5.16.1 **Financial eligibility criteria:**

The contractual payments received by the JV firm or the arithmetic sum of contractual payments received by all the members of JV firm in the previous three financial years and the current financial year up to the date of opening of tender shall be at least 150% of the estimated value of the work as mentioned in the tender.

6.0 EARNEST MONEY:

- 6.1. The tender must be accompanied by a sum of **Rs. Twelve Lacs** as earnest money in the manner prescribed in para 6.3 failing which the tender shall be summarily rejected.
- 6.2 The tenderer/s shall keep the offer open for a prescribed period of 180 days from the date of opening of the tender subject to the period being extended further, if required by mutual agreement from time to time. It is understood that tender documents have been sold / issued to the tenderer/s and the tenderer/s is / are being permitted to tender in consideration of stipulation on his / their part that after submitting his /

Signature of the Tenderer/s

their tender he / they will not resile from his / their offer or modify the terms and conditions thereof in a manner not acceptable to IROAF. Should the tenderer/s fail to observe or comply with the foregoing stipulation the amount deposited as security against due performance of the stipulation and to keep the offer open for the specified period shall be forfeited by to the **Railways**. If the tender is accepted, the amount of the earnest money will be held as initial security deposit for due and faithful fulfilment of the **Contract**. The Earnest money of unsuccessful tenders will save as herein before provided, be returned to the unsuccessful tenderers within reasonable time the, **Railways** shall not be responsible for any loss or depreciation in value of the security for the due performance of stipulation and to keep the offer open for a period stipulated in the tender documents or to the earnest money. While in the possession of the **Railways** nor will be liable to pay interest thereon.

6.3 The earnest money of requisite amount referred to in para 6.1 above is required to be deposited as per para 4 of first sheet of tender form.

- (a) Deposit receipts, pay order and demand drafts, of the State Bank of India, or any of the nationalized banks or any of the schedule commercial bank, must have an endorsement from the authority issuing such FDR / pay Order / DD that 'received from M/s / Shri -----
----- and pledged in favour of
FA&CAO/Northern Railway/Delhi.
- (b) The official cash receipt mentioning the entity/individual who has deposited the cash or the deposit receipt mentioned in 6.3 (a) above etc., as the case may be, must be attached with the tender, failing which, the tender will be rejected.
- (c) 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 Reserve Bank of India will be necessary.

NOTE:-

1. No interest shall be payable on the earnest money.

Signature of the Tenderer/s

2. Earnest money in the form of Guarantee Bonds shall not be accepted.

7.0 INCOME TAX CLEARANCE CERTIFICATE

- 7.1 The tenderer/s shall produce along with his/their tender the latest valid Income Tax Clearance Certificate in the original or any attested copy thereof or a current sworn affidavit duly countersigned by the Income Tax Officer to the effect that he / they has / have no taxable income.
- 7.2 Income tax shall be deducted at source as per the prevailing rate and as per rules applicable during the period of the contract.

8.0 ACCEPTANCE OF TENDER:

- 8.1 **‘IF THE TENDERER/S DELIBERATELY GIVES A WRONG INFORMATION / WHOSE CREDENTIALS / DOCUMENTS IN HIS / THEIR TENDERS AND THEREBY CREATE(S) CIRCUMSTANCES FOR ACCEPTANCE OF HIS / THEIR TENDER. RAILWAYS RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE, BESIDES, SHALL SUSPEND THE TENDER FROM DOING BUSINESS WITH THE RAILWAYS FOR ONE YEAR.’**
- 8.2 The authority for acceptance of tender rests with the competent authority of the Ministry of Railways, who does not undertake to assign reasons for declining to consider any particular tender or tenders. He also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tenderer, if deemed necessary.
- 8.3 The successful tenderer/s shall be required to execute an agreement with the President of India acting through the CME/CNG, IROAF, 12th Floor, Core 1, Scope Minar, Laxmi Nagar, Delhi for carrying out of the work as per agreed conditions. The cost of stamp for the agreement will be borne by the Railways.
- 8.4 The bidders operation and proceedings of the bidders in connection with the **works** shall at all times be conducted during

Signature of the Tenderer/s

the continuance of the contract in accordance with the laws, ordinance, rules and regulations of the **Railways** for the time being in force and the bidder shall further observe and comply with the bye-laws and regulations of the Govt. of India, State Govt. and of the Municipal and other authorities having jurisdiction in connection with the **works** or site over operations such as being carried out by the bidder/s and shall abide by the conditions stipulated in such bye-laws and regulations. The regulations vis-a-vis the medical cover for workmen in force for the time being, shall also be complied with by the bidder/s and his/its workmen.

- 8.5 The tenderer shall be responsible for the observance of the rules and regulations under mines act and mineral rules and Indian Metallurgical rules and regulations of State/Central Govt. concerned as amended from time to time.
- 8.6 Whereas, the Railways are entitled to negotiate for reduction of rates the tenderer/s are not entitled to enhance the rates. Such negotiations shall not amount to cancellation or withdrawals of the original offer; and rates originally quoted will be binding on the tenderer/s.
- 8.7 The tenderer/s shall submit an analysis of rates if called upon to do so.
- 8.8 Non-compliance with any of the conditions set forth herein above is liable to result in the tender being rejected.

8.9 Variation in Quantities:-

The tender /bidder will be bound to execute the additional quantities to the extent of (+50%) of the agreement value on the following terms and conditions.

- a. If agreement value goes beyond (+) 25%, that case, for the first 15% increase in the value of the agreement,
- b. the rates shall be reduced by 2% in the incremental value.
- c. The rate shall be further reduced by 2% for the incremental value of agreement, for the next 10% increase in the value of the agreement beyond 15% as in (a) above.

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- d. In the case agreement value goes beyond (+) 50%, the rates for incremental value shall be decided mutually.

8.9.1 “The tenderer/contractor will be bound to execute the following quantities as per the original agreement rate.”

- (a) Individual NS items in the contract shall be operated with variation of plus or minus 25% of the agreement quantity and payment would be made as per agreement rate.

8.9.2 In case there is an increase in quantities of individual items by more than

- (a) 25% of original agreement quantity for major value items, each of which is more than 1% of the total original agreement value.
- (b) 100% of the original agreement quantity for minor value items each of which is 1% of the total original agreement value,

The general condition of the contract and the codal provisions will be followed.

Note:- In case non schedule items, the limit of 25% mentioned in 8.9.2 (a) about and 100% as mentioned in 8.8.2 (b) above would apply on quantity individual items irrespective of the manner of quoting and rate (single percentage or individual item rate)

8.9.3 In case there is an increase in value of SOR schedule as a whole (and not on individual SOR items) by more than 25% of the original agreement value of SOR as whole, with general conditions of the contract and the codal provisions will be followed.

8.10 “A corrigendum shall be issued in case the increase in quantity in one or more items result an extra expenditure in excess of 10% of the value of the contract or Rs.50,000/- whichever is less. For the purpose of assessing the increase in the quantity and the increase in the value of the contract only such of the items in which there is any increase shall be taken into account and the saving in others items ignored.”.

9.0 SECURITY DEPOSIT ON ACCEPTANCE OF TENDER

Signature of the Tenderer/s

9.1 The security deposit/rate of recovery/mode of recovery on acceptance of tender shall be as under

- (a) The security deposit for each work will be 5% of the contract value.
- (b) The rate of recovery will be at the rate of 10% of the bill amount till the full security deposit is recovered.
- (c) The security deposit will be recovered only from the running bill of the contract and no other mode of collecting security deposit such as security deposit in the form of instruments like BG, FD etc. shall be accepted towards security deposit unless forfeited whenever the contract is rescinded. The security deposit is forfeited in whole or in part according to the terms and conditions shall be released to the contractor only after the expiry of maintenance period and after passing final bill based on 'no claim certificate'. Thus before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained. The competent authority should issue the certificate regarding the expiry of the maintenance period and passing of the final bill. Based on 'no claim certificate'. The competent authority shall normally be the authority who is competent to sign this contract. If the competent authorities of the rank lower than JA, then a JA grade officers (concerned with the work).

Note:-

- (i) After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (ii) In case of the contract of value Rs.50 crore and above, irrevocable BG can also be accepted as a mode of obtaining security deposit.

9.2 Performance Guarantee

(a) Acceptance of the tender, the successful bidder may give Performance Guarantee amounting to 5% of the contract value in any of the following forms:-

- (1) A deposit of cash,
- (2) Irrevocable Bank guarantee,
- (3) Government securities including State bonds at percent below the market value,

Signature of the Tenderer/s

- (4) Deposit Receipts, Pay Orders, Demand Draft and Guarantee Bonds. These forms of performance guarantee could be either of the state Bank of India or any of the Nationalized Bank,
- (5) Guarantee bonds executed or deposits Receipts tendered by all scheduled banks,
- (6) A deposit in the post office saving bank,
- (7) A deposit in the National Saving Bank,
- (8) Twelve years National Defence Certificates,
- (9) Ten year Defence Deposit,
- (10) National Defence Bonds, and
- (11) Unit trust certificates at 5% below market value or at the face value whichever is less.
- (12) FDR

All the instruments mentioned in (3) to (12) above should be in favour of FA&CAO/IROAF.

(b) (i) A Performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement as per Performa prescribed by Railway Board. The agreement should normally be signed within 15 (fifteen) days after the issue of LOA and the performance guarantee shall also be submitted within the time limit. The guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time of completion of work gets extended, the contractor shall get the validity of the performance guarantee extended to cover such extended time for completion of work plus 60 days.

(ii) If railway PSUs are awarded contracts through competitive bidding (open tender, Special Limited tender etc.) the normal rule regarding submission of Performance Guarantee as applicable to other tenderer/s shall be applicable to these PSUs.

(iii) Whenever the railway PSUs are awarded works contracts by Railways, on single tender basis, they are exempted from the requirement of submitting Performance Guarantee.

(iv) However, in the event of failure of the railway PSU to successfully execute the contract as per terms & conditions laid down in the agreement, a penalty equivalent to 5% of the original value of contract would be levied.

(c) The Performance Guarantee (PG) shall be released after the physical completion of the work based on the “completion certificate” issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to railways.

Signature of the Tenderer/s

against the contract concerned. The competent authority shall normally be the authority who is competent to sign this contracts. If the competent authority is of the rank lower than JA grade, then a JA Grade Officer (Concerned with the work) should issue the certificate.

(d) Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating the tender for executing the balance work. If the failed contractor is a JV or a Partnership Firm then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership Firm.

(e) IROAF shall not make a claim under the Performance Guarantee except from amount to which the President of India is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of as given below:-

(i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above in which event the IROAF may claim the full amount of the Performance Guarantee.

(ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by IROAF.

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

9.3 Exemption of Earnest Money & Security Deposit:

Public Sector Undertakings wholly owned by Railways like RITES, IRCON, Konkan Railway Corporation Limited, CRIS, Rail-Tel Corporation etc. are exempted from depositing Earnest Money & Security Deposit.

9.4 Whenever the Railways PSUs are awarded works contracts by Railways, on single tender basis, they are exempted from the requirements of submitting Performance Guarantee.

However, in the event of failure of the Railway PSU to successfully execute the contract as per terms and conditions laid down in the agreement, a penalty equivalent to 5% of the original value of contract would be levied.

If Railway PSUs are awarded contract through competitive bidding (open tender, special limited tender etc.) the normal rules regarding submission

Signature of the Tenderer/s

performance Bank Guarantee as applicable to other tenderer/s shall be applicable to these PSUs.

10.0 INTERPRETATION OF CONTRACT:

In the event of any conflict/ commonality between **Special Conditions of Contract (Part I) and General Conditions of Contract (Part III)** stipulations given in the Special Conditions of Contract as given in **Part-I** shall prevail.

11.0 STUDY OF DRAWINGS AND GROUND REALITIES

The tenderer/s is / are advised to visit the site of **work** as given in **Annexure _____ of Part II** of the tender document and investigate actual conditions, difficulties involved due to inadequate space, due to built up area around the site, availability of materials, water and labour, probable sites for labour camps, stores, godowns, etc. They should also satisfy themselves as to the sources of supply and adequacy for their respective purpose of different materials referred in the specifications and indicated in the drawings. The extent of load and lift involved in the execution of **works** and any other difficulties involved in the execution of work should also be examined before formulating the rates for complete items of work described in the schedule.

- 11.1 During execution of the work, contractors shall ensure that all safety precautions are taken by their man to protect themselves and site to prevent any untoward incident. In this regard contractor will ensure that adequate number of safety helmets, safety belts, safety jackets with reflective arm band; rope ladders emergency light etc. are available at site before the work is actually started. The above list is only indicating and is not exhaustive and safety items will be arranged as per the requirement. Railway reserve the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard. Decision of the IROAF representative will be final and binding upon the contractor. The cost of all the safety gear is deemed to have been included in the rates quoted and nothing extra is payable under this contract.

In view of the above, it will be the responsibility of the contractor to ensure safe and accident free working at the site. In the event of any unfortunate untoward incident/accident the contractor will be responsible.

Signature of the Tenderer/s

12.0 (a) PERIOD OF COMPLETION:

- 12.1 The entire work is required to be completed in all respects within twelve months from the date of issue of the acceptance letter. Time is the essence of the contract. The bidder/s will be required to maintain speedy and steady progress to the satisfactions of IROAF to ensure that the work will be completed in all respects within the stipulated period failing which action may be taken by the Railway Administration in terms of the General Conditions of Contract (Part-III).

The bidder/s shall arrange to execute the different items of works in close consultation with and as per directions of the IROAF.

- 12.2 The bidder/s will be required to give Chief Mechanical Engineer/CNG/IROAF progress report of the work done every fifteen days. He will also give to the Chief Mechanical Engineer/CNG/IROAF the program of work to be done in the next fifteen days on the tenth day of the preceding period. The programme will be subject to alteration or modification at the direction of the Chief Mechanical Engineer/CNG/IROAF, who may discuss such modifications or alterations with the bidder as considered necessary. Approval of any program shall not in any way relieve the bidder from any of the obligations to complete the entire work within the prescribed time or extended time, if any.

12.0 (b) Rates for payment

- 12.0.1 The rates given in the attached schedule of rates tendered by the contractor and as accepted by the Railways will form the basis of payment for such items under this contract.
- 12.0.2 No material price variation or wages escalation on any account whatsoever the compensation for Force majeure etc. shall be payable under the contract except payable as per price escalation clause if any, provided separately in the tender documents.
- 12.0.3 The rates for any item work not included in the (Schedule of items, Rates and quantities) and which the contractor may be called upon to do by Railway Administration shall be fixed by the supplementary written agreement between the contractor and the IROAF before the particular item or items of work is/are executed. In the event of such agreement not being entered into and executed the IROAF may execute

Signature of the Tenderer/s

these works by making alternative arrangements. IROAF will not be responsible for any loss or damages on this account.

- 12.0.4 The contractor shall work in close co-operation with the contractor/departmental staff working in the adjacent sections of Railway.
- 12.0.5 It should be specifically noted by the tenderer/s that no separate loading, unloading and leading charges for materials (which are supplied by the Railway) shall be paid for by the Railways and the rates quoted by the tenderer/s shall be inclusive of all these charges.
- 12.0.6 Should there arise any items which may be necessary for the completion of work but which does not appear in the Schedule of items, rates and Quantities attached with tenders, items rate will be fixed by analysis of actual inputs of all types including labour and material and full justification of costing to be given by the contractor. The rates for such items occurring during the course of CNG conversion shall be payable subject to the approval of the competent authority. No items of work no such items of work will be carried out unless ordered to do by the IROAF.
- 12.0.7 Payment for the work done will be made to the contractor only when the formal agreement has been executed between the parties.

13.0 PAYMENT TERMS

- 13.1 Payment of 80 % of the value of the material supplied as per the schedule of material given in the offer and as per the rates accepted in the tender will be made on supply of material.
- 13.2 20% balance payment of the value of the supplied material will be done after successful commissioning i.e. after satisfactory field trials of 2000 kms.
- 13.3 100% labour payment will be done after successful commissioning i.e. after satisfactory field trial of 2000 kms.
- 13.4 All payment in respect of the contract during the currency of the contract shall be made through electronic Clearing system (ECS)/Electronic Funds Transfer (EFT). The successful tenderer on award of contract must submit ECS/EFT details. However, if the facility of ECS/EFT is not available at a particular location the payment shall be made by

Signature of the Tenderer/s

Cheque. In such case the successful tenderer on award of contract will have to furnish contractor's Bank Account Number and Name of the Bank against which all payments in respect of the contract during the currency of contract shall be made

14.0 EMERGENCY WORK:

In the event of any accident or failure adversely affecting the completion or maintenance of the work which in the opinion of the Authorized Railway Official requires immediate attention, the Railway may be with its own workmen or other agency execute the necessary work or carry out repairs if the Authorized Railway Official considers that the bidder is not in a Position to do so in time and charge the cost thereof to the contractor and such cost will be determined by the CME/CNG, IROAF.

- 14.1 Tenderer is required to submit the list of equipment, machinery, tools and plants available/deployed by them. The successful tenderer on receipt of acceptance letter and conveying their consent, shall submit name, addresses, telephone nos. Fax no./e-mail address of the persons to be contacted for requisition the above items notify from time to time if any change in the list of equipment/machinery or the addresses/individuals to the IROAF in writing.
- 14.2 In terms of the clause No. 2.3.2 (A) (iv) tenderer is required to submit the list of equipment, machinery, construction tools and plants available/deployed at site. The successful tenderer on receipt of acceptance letter and conveying their consent, shall submit name, addresses, telephone nos. fax nos./E-mail address of the persons to be contacted for requisition the above items as detailed in foregoing clause 15.2 and notify from time to time if any change in the list of equipment/machinery or the addresses/individuals to the Engineer in-charge in writing. The name and address, telephone nos and the contractor officials name shall also be displayed at the site of work.

15.0 NIGHT WORK

If the Authorized Railway Official is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the bidder for claiming any extra payment for the same.

16.0 DISPOSAL OF SURPLUS OR EXCAVATED MATERIALS

Signature of the Tenderer/s

- 16.1 The bidder shall at all times keep the site free from all surplus materials, and all rubbish which might accumulate from the works and should dispose of the surplus materials as ordered by the Authorized Railway Official failing which, it will be done at the cost of the bidder and the cost incurred will be deducted from his dues.
- 16.2 The bidder shall within 15 days of completion of the entire work, remove all unused and surplus materials tools and plants, staging and refuge or other debris left over by his operations and shall leave the site in a clean and tidy conditions.

17.0 SALES TAX/TURN OVER TAX/LOCAL TAX ETC.

Sales Tax including turn over tax on works contract, octroi, royalty, toll tax, local tax on materials as well as services and any other tax levied by Central Govt. /State Govt. or local bodies shall be borne by the tenderer. No part of such taxes on contractor's labour/material or any other account will be paid by the Railways. Therefore, the contractor must ascertain the various taxes levied by the concerned Govt. or local bodies at the place of execution of work and take into account for the same while quoting the rates. This should be kept in view before tendering.

18. DEVIATION STATEMENT

The tenderer must submit the parawise deviation statement for this part-I. Even, if, there is no deviation statement the parawise compliance should be confirmed by the tenderer.

CME/CNG, IROAF
12th Floor, Core-I, Scope Minar,
Laxmi Nagar, Delhi-110 092
For & on behalf of the President of India

Signature of the Tenderer/s

ANNEXURE-A

To,

Chief Mechanical Engineer,
CNG,
IROAF,
12th Floor, Core 1,
Scope Minar,
Laxmi Nagar,
Delhi

Sub: Earnest Money.

I/We the bidders participating in this works Tender have already deposited
Rs_____ earnest money vide receipt
No_____ dated_____ to cover for
tendering of Work of Conversion of 40 DPCs to Dual Fuel mode.

I/We agree that the aforesaid amount deposited as earnest money by me/us
shall be available for forfeiture if I/we fail to keep the offer open for the period
specified therein.

-Sd-
(Authorized signatory of the firm with stamp)

Signature of the Tenderer/s

ANNEXURE-B-I

CONSTITUTION OF THE ENTITY

1.	Full name of bidder/s constitution of the entity and year of establishment	
2.	Registered Head Office and address	
3.	Branch offices in India	
4.	Address to which correspondence regarding this tender should be made	
5.	Constitution of the entity: Give full details including name of partners, share holders, Directors, executives and power of attorney holders etc.	
6.	Particulars of registration with Govt/Semi Govt. Organizations PSUs and local bodies	

Signature of the Tenderer/s

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT EXECUTED _____ ON THIS _____ DAY of _____ between M/s _____ Registered Office at _____ as the first party, M/s _____ Registered Office at _____ as the second party, M/s _____ Registered Office at _____ as the third party and M/s _____ registered office at _____ as fourth party represented through their constituted attorneys Shri _____, (The expression and words of the first, second, third and fourth parties shall mean and include their heirs, successors, assigns, nominees' executors, administrators and legal representatives respectively).

WHEREAS all the parties are engaged mainly in the business of execution of Engineering and General Contracts for various Government Departments and organizations:-

WHEREAS the parties herein above mentioned are desirous of entering into a Joint Venture for carrying out Engineering and/or contract works, in connection with Conversion of DMC into Dual Fuel Engine and other works mentioned in Tender Notice No.IROAF/CNG/P-I/09 dated _____ of Indian Railway Organization for Alternate Fuels, as mutually decided between the parties to this Joint Venture.

Whereas all the parties are desirous of recording the terms and conditions of this Joint Venture to avoid future disputes.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

That as per the terms and conditions of this Joint Venture agreement the work will be done jointly by the First Party, Second Party, Third Party and Fourth Party in the name and style of M/s _____ (Joint Venture) M/s _____, M/s _____, M/s _____ and M/s _____).

That all the parties shall be legally liable, severally and or jointly responsible for the satisfactory/successful execution/completion of the work in all respects and in accordance with the terms and conditions of the contract.

That the role of each constituent of the said Joint Venture in details shall be as under: -

The First Party shall be responsible for _____

Signature of the Tenderer/s

The Second Party shall be responsible for _____

The Third Party shall be responsible for _____

The Fourth Party shall be responsible for _____

The share of profit and loss of each constituent of the aid Joint Venture shall be as under: -

That all the parties of this Joint Venture shall depute their experienced staff as committed by them commensurate with their role and responsibility and as required for the successful completion of **works** in close consultation with each other.

That the investment required for the works under this Joint Venture shall be brought in by the parties as agreed to between them from time to time.

That all the Bank Guarantees shall be furnished jointly by all the parties in the name of Joint Venture.

That the party number _____ to this Joint Venture shall be the prime (lead) contractor and will be responsible for timely completion of work and to coordinate with the Railways to receive payments and also to make all correspondence on behalf of this Joint Venture.

That all the above noted parties i.e. _____ not to make any change in the agreement without prior consent of the Railway.

NOW THE PARTIES HAVE JOINED HANDS TO FORM THIS JOINT VENTURE ON THIS _____ DAY OF _____ TWO THOUSAND FIVE WITH REFERENCE TO AND IN CONFIRMATION OF THEIR DISCUSSIONS AND UNDERSTANDING BROUGHT ON RECORD ON _____.

IN WITNESS THEREOF ALL/BOTH THE ABOVE NAMED PARTIES HAVE SET THEIR RESPECTIVE HANDS ON THIS JOINT VENTURE AGREEMENT ON THE DAY, MONTH AND YEAR ABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING WITNESS.

FIRST PARTY SECOND PARTY THIRD PARTY FOURTH PARTY

Signature of the Tenderer/s

WITNESSES:

1.

2.

Signature of Contractor/s

Signature of the Tenderer/s

ANNEXURE-C

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

S.No.	Name & Design.	Qualification	Professional Experience	Orgn. With whom worked
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Signature of the Tenderer/s

ANNEXURE-D

Statement of works executed/completed by the bidder/s

S.No.	Name and place of work	Authority / Agency for which work was carried out	Date of award and agt. No.& date	Date of completion (Original/actual)	Agreement cost / completion cost	Principal Technical features work in brief.
1.	2.	3.	4.	5.	6.	7

Signature of the Tenderer/s

**Statement indicating details of equipment
employed and quality control measures**

Signature of Contractor/s

Signature of Contractor/s

*** Part-III remains unchanged**

Signature of the Tenderer/s



सत्यमेव जयते

IROAF
GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS

Indian Railways Organization for Alternate Fuels

TECHNICAL SPECIFICATION

GLOBAL TENDER

**CONVERSION OF 40 DPCs INTO DUAL
FUEL MODE ENGINE WITH CNG**

In Two Packet System

Bid Documents

Part – II

Tender No. IROAF/CNG/P3/10

_____, 2010

Indian Railways Organisation for Alternate Fuels
12th Floor, Core-I,
Scope Minar, Laxmi Nagar,
New Delhi

(P. K. Sinha, CME/CNG, IROAF)

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1. PREAMBLE

Fuel expenditure on Indian Railways is substantial and the ever increasing prices of diesel is putting extreme pressure on the financial resources making it imperative to look for alternative cheaper fuels. A small reduction in fuel consumption through use of alternate cheaper fuel, efficient engine and improved technology can result in substantial savings in fuel bills. Besides cost aspects, the alternate fuel needs to be environment friendly, clean & green and without major input requirements in the existing system. CNG has been identified as one of the Alternative fuels having these advantages.

Realising the importance of CNG as an alternate fuel, the concept of retro fitment of CNG kit in the present engine of DEMU without any major changes in the existing system is being taken up by the Indian Railways. This work envisages supply of necessary kit for conversion of 40 DPCs on the Indian Railways and also necessary modification and testing of the converted dual fuel DEMU Diesel Power Car.

2. GENERAL REQUIREMENTS

DEMU Power Car is powered by KTA 50 L 16 V 1400 hp Cummins diesel engine with a rated speed of 1800 rpm. Datasheet for this engine is given at Annexure 1. The engine performance data at full power is given at Annexure 2.

The following general requirements shall be fulfilled by dual fuel Diesel-CNG technology.

2.1. Rail Traction Characteristics

The dual fuel Diesel-CNG technology for these DPC KTA 50 L Cummins engines shall be suitable for Rail traction service; which is characterized by wide, fluctuating, cyclic load patterns, and extended intervals of operation at idle & full load. Duty cycle for these engines is given at Annexure 3.

2.2. Operating conditions

It shall be sturdy and reliable in operation and incorporate components that can withstand the hostile environmental conditions in the engine room such as dust, water, fuel/ lubricating oil, vibration, extreme temperatures, Electrostatic / Electromagnetic interference, and an extremely noisy power supply.

2.3. Proven Design

The dual fuel Diesel-CNG technology shall be of a proven design. Customization of an existing design to suit the requirements of Indian Railways (IR) is acceptable.

Bidder should have at least three years of experience with the activities associated with the dual fuel Diesel-CNG technology. Bidder should also take the responsibility of the overall System Integration, Testing / Optimization & Validation of the dual fuel Diesel-CNG technology on the test engine as well as the DPC in coordination with Indian Railways.

Bidder should be able to simulate the Engine model for different configurations & ratings for its performance and fuel consumption to reduce the cycle time required for testing/optimization on the engine.

2.4. Mounting Arrangement

The complete system including the conversion kit, fuel storage system and allied accessories, electronics and transducers shall be mounted on the engine or in the DPC. Trial and testing shall be done as per para 4. Mounting arrangement will be done at the locations where the DEMUs are homed in the base sheds.

2.5. Other Design Requirements

To ensure easy fitment, the following restrictions in the design shall apply:

- 2.5.1. The dual fuel Diesel-CNG technology shall be designed in such a manner, that there should be minimal changes to the existing engine shall be required for its fitment.
- 2.5.2. The external dimensions of the injector shall be identical to the existing injector. Only such changes in the injector are acceptable as will not require any modification in the cylinder head.
- 2.5.3. Any special requirements such as additional/ improved filters shall form part of the dual fuel Diesel-CNG technology. The inclusion of any new component shall become part of adaptation kit to be supplied with the system by bidder.
- 2.5.4. Bidder should provide Design support for any design changes needed on the engine parts to use the dual fuel Diesel-CNG technology. Fitment of various sensors shall not require any major design modifications. All such design changes will be approved by IROAF.
- 2.5.5. The modifications and installation of kit will be carried out in Diesel Power Cars. Layout design of these Power Cars are as per Drawing No. CG – K5021 at Annexure 5.

2.6. Safety Requirements

The dual fuel Diesel-CNG technology system - both the electronic and the mechanical portions shall be so designed that safety of the locomotive and personnel is not compromised. The following points shall be specifically ensured:

- 2.6.1 There shall be no fire hazard from any type of electrical short circuit.
- 2.6.2 Fuel supply to injectors shall be cut off as soon as the engine stops. This is necessary to prevent fuel oil from dribbling/flowing into the cylinder due to faulty injector operation.
- 2.6.3 The bidder should provide adequate safety arrangement and lay down clearly the safety checks to be carried out by the customer/Indian Railways in the documentation of maintenance schedules for the equipment to be supplied by the successful tenderer.

2.7. Redundancy

It will be preferable to have 100% redundancy for the sensors and devices whose failure can lead to unsafe operation of the engine. For those sensors, where 100% redundancy has not been provided, a fail-safe, fall-back strategy shall be adopted for all likely failures. Failure of any single component/ sensor/ sub-system shall not lead to a complete shut down of the engine. Provision of Limp home capability so that the section can be cleared in case of failures shall be preferred.

2.8. PREVENTIVE MAINTENANCE

It is preferable to have no maintenance including inspection of any type before 120 days. The Bidder shall specify the preventive maintenance schedule required. Care shall be taken by the Bidder to ensure that these schedules match the existing DPC schedules, and increase of maintenance time in these schedules due to the additional equipments supplied shall be least possible.

2.9. DATA ON CUMMINS KTA 50 L ENGINE

Cummins India Limited has agreed to provide data support for this conversion. However the tenderer should have adequate capability to characterize the engine on its own facilities and on engine development directorate, RDSO test bed in case there are problems in getting support from Cummins India Limited. Non-availability of information from Cummins (the OEM for this engine) shall not be cause for delay for this project. Successful characterisation of the Cummins KTA 50 L engine is a prerequisite for execution of this project. All the data generated as part of the characterisation above shall become property of Indian Railways.

2.10. TECHNICAL DATA & DRAWINGS

A complete set of technical data and drawings to support the claims of the bidder regarding the design, fitment, maintenance, operation, performance, etc. shall be supplied with the offer. Some of the specific data to be supplied are:

1. Detailed technical specifications of the system.
2. Schematic diagram of the system.
3. Material specification of critical components.
4. Complete dimensioned installation drawings.
5. Details of test rigs used by the manufacturer to establish any parameters.
6. Details of earlier applications of the system on similar engines or engines of similar power output.
7. Details of special tools and rigs required for the maintenance of the dual fuel Diesel-CNG technology system.

Bidder should specify the details of the data and drawings to be provided by Indian Railways.

3. FUNCTIONAL REQUIREMENT OF SYSTEM

- 3.1. It is planned to use the state-of-the-art dual fuel lean burn High Pressure Direct In-cylinder gas Injection CNG technology with Micro-Pilot Diesel injection for starting the ignition or any other advance technology which has been successfully working on application like Railway Transport, Road Transport etc. and they will be able to meet the subsequent technical requirement as given below. This technology should be capable of replacing diesel fuel by minimum 65%. Bidders shall offer all available options, including the upfront cost and the life cycle cost saving which results due to displacement of Diesel fuel by CNG. Direct-injection dual fuel Diesel-CNG injectors shall be designed to be incorporated into the KTA 50 L Cummins diesel engine with minimal or no head modifications and no changes to the engine hardware beyond replacing dual-fuel injector for a diesel injector. The dual-fuel injectors should be capable of handling the special challenges presented by compressible fuels. i.e. these should be designed to manage the high volumetric flow rates required for much less dense CNG. The dual fuel injectors should be capable of handling the carbonizing and thermal fluctuations that can result from the reduced cooling capacity of a gaseous fuel & the high pressure differentials within the injector and fuel leakage that can result. The system and the injectors offered should be able to eliminate part-load throttling and limits on torque due to the onset of knock. Tenderers offering alternate design should give details of modification/changes required for implementation.
- 3.2. Vendors are to give provide typical additional functions of the offered Diesel-CNG technology system some of which are as follows (The list is indicative and the vendor may provide accordingly to the technology and design adopted):
- 3.3.1 Variable Injection Timing
 - 3.3.2 Automatic Low Idle
 - 3.3.3 Closed Loop Hot Engine Load Shedding
 - 3.3.4 Improved Engine Control
 - 3.3.5 Automatic Balancing of Engine
 - 3.3.6 Limp Home Capability is preferable
 - 3.3.7 Design Flexibility The Diesel-CNG technology system offered shall allow complete freedom and flexibility to program any engine speed at any notch, by a simple change in the software. All system parameters such as engine acceleration, maximum fuel quantity, etc. shall be freely programmable. The system shall be designed in such a way, as to allow it to be adapted to different engine/ DPC requirements in a variety of ways.
 - 3.3.8 Diagnostics The Diesel-CNG technology system offered shall have built-in diagnostics. It shall run a full self-diagnostic on every power-on. In addition, it shall also run diagnostics at regular intervals, even while the engine is in operation. This operation shall be transparent, and should not affect the normal working of the system. All faults shall be logged for later downloading to a PC by the maintenance staff. Major fault conditions shall be indicated by a suitable indicator mounted on the controller itself. This is to help the driver in the field where a PC is not available.
 - 3.3.9 Safety shut off – In case of fire detection due to gas leakage, the system should be capable of shutting-off the gas supply totally.

3.3.10 Tenderer may submit a different technical option than required above provided it is able to meet the Core technical requirements as stated in this document. Tenderer shall have to demonstrate proof that his proposed solution has been successfully tried on large bore engines similar to KTA 50L engine and shall be suitable for IR duty cycles. The tenderer shall also have to satisfy the reliability requirements as stated in this document. Right to accept / reject the proposed solution shall rest solely with CME/CNG/IROAF and not be subject of any arbitration."

4. TRIAL & TESTING

- 4.1. Bidder shall demonstrate the effectiveness of the proposed design by carrying out simulation studies, i.e. Hydrodynamic simulation and Thermodynamic simulation of the engine. These simulations should be able to demonstrate stipulated diesel displacement and engine performance as per this technical schedule of requirement detailed in para 3.2 above and elsewhere in the specification.
- 4.2. The performance of the Diesel-CNG technology system in respect of displacement of diesel fuel by CNG is most important. The minimum displacement in diesel fuel consumption (over the duty cycle of the locomotive as specified in Annexure-3) over the existing system that can be expected in percentage terms shall be specified by the bidder. The instrumentation required to be provided by RDSO on the test bed should be detailed in the offer.
- 4.3. It will be preferable to test the first prototype on bidder's own engine test facilities to prove-out the capability of the technology. After freezing of the technology, second prototype kit shall be supplied to RDSO for reliability and performance tests on RDSO test beds. This will be followed by a 2000 KM field trial to evaluate the performance of the micro-pilot direct gas injection Diesel-CNG technology system. The Bidder is required to supply the details of the engine test facilities so that these can be commissioned at RDSO in time within one month of the placement of the order.
- 4.4. The engine will be run at the predetermined speed and load points during the test as provided by the OEM to IROAF as detailed in Annexure 5. Trend of load and speed points as seen on the Load Box test are given in Annexure 4. The optimization will be done under the identical conditions and combination of components. The engine will be loaded by hydraulic dynamometer controlled by AVL test commander. CNG consumption and the Diesel fuel consumption shall be measured by respective fuel metering devices. Bidder, may, also indicate the state-of-the-art CNG consumption measuring device (in terms of mass flow rate) which will be accurate for the purpose of a research test bed. The performance parameters will be recorded in direction of descending order of load and speed.
- 4.5. The bidder shall draw up the optimization programme in consultation with RDSO.

5. PERFORMANCE TESTS ON DPC

After proving out the functional requirement on the DPC, its performance regarding maintainability and reliability under field conditions would be jointly monitored by CME, IROAF or his representative of the DEMU Base Shed and the manufacturer during the warranty period. All problems noticed during this period shall be logged and shall be rectified by the Tenderer.

6. CONFIDENTIALITY OF TEST RESULTS

All data that is generated as a result of testing on the engine and/or the test rigs by Indian Railways shall automatically become the sole property of Indian Railways. No part of such information shall be disclosed to any third party without prior written consent of RDSO, Ministry of Railways.

7. DESCRIPTION AND SCOPE OF SUPPLY

The requirement envisages inclusion in the offers, separately, of the following:

7.1 One fully optimized dual fuel lean burn High Pressure Direct In-cylinder gas Injection CNG technology with Micro-Pilot Diesel injection system complete consisting of but not limited to the following components/works: -

- a. Common Rail High Pressure Direct injection dual fuel Diesel CNG injectors with diesel micro-pilot injection and gas direct injection into the cylinder – 16 nos. per engine, Two extra nozzles with instrumentation to measure the injection pressures and the needle lift shall have to be supplied.
- b. Suitable nos. of high pressure pumps but not less than two pumps along with their drives
- c. High pressure common rails, with suitable wall thickness to ensure safety and fire hazards (minimum two or more) – 1 loco set.
- d. High pressure pipes between pumps and Common Rails – 1 locoset.
- e. High pressure pipes between Common Rail and the Dual fuel injector – 1 locoset.
- f. Diagnostics and parameterising tool including Installation software and communication cables
- g. Gas Injection Control system
- h. Additional Air after cooler along with pump, radiators, tanks and other accessories if required
- i. Gas Train system
- j. Knock and misfire control system
Dual fuel Electronic control unit -Engine speed control, exhaust temperatures control, engine temperatures control, engine map control, generator management and fuel management are some of the functions. Safety shut-off should be included.
- k. All necessary digital and analogue controllers.
- l. Magnetic Speed pick-up device or better

- m. Configuration and visualization program and all other required software
- n. Source code of the software should be quoted as an optional item
- o. On board Gas consumption meter
- p. All associated electronic components, transducers, sensors, Wire harnesses, Valves, Switches, pipe fittings, Flow limiters, Pressure relief valves etc. and adaptation parts for retro fitment on the existing KTA 50 L engine.
- q. Pressure and temperature sensors should include those for gas, air, fuel (low and high pressure), lube oil, cooling water and exhaust. In addition all speed, phasing sensors, knock sensors etc. should be part of the kit to be supplied.
- r. Installation and fitment of conversion kit including the provision of high pressure leak proof pipelines joints and other accessories consisting of the following, but not limited to:-
 - i. Fitment of pressure regulators
 - ii. Fabrication and fitment of HP pipe line from CNG cascade outlet to inlet of pressure regulator conforming to SS 316 or better material for 200 kg/cm² pressure.
 - iii. Installation of electronic dual fuel control unit with all its accessories, knock controller, exhaust temperature sensors and all associated electrical wiring.
 - iv. Installation of High pressure gas direct injection diesel micro-pilot injection dual fuel common rail injectors. Fabrication and installation of pipeline from pressure regulator to these injectors. Installation of the Common rails, high pressure pumps, ECU, associated wiring and the pipelines from the High pressure pumps to the Common rails and from Common rails to the dual fuel injectors, other accessories etc.
 - v. Extension of coolant pipe upto high pressure compartment for gas vaporization system.
 - vi. Provision of separate cooling system for Aftercooler by providing additional water pump, radiator, junction boxes and Low Temperature Aftercooler expansion.
 - vii. Re-routing of water lines from engine to after cooler, fabrication of water lines from water pumps to after coolers to radiators, radiator to water pump suction side.
 - viii. Installation of hydraulic motor to drive the LTA water pump with hydraulic hoses connecting with PRV block.
 - ix. Installation, fitment & testing of Slam shut off valves of Avcon or similar make or better as per the safety requirements – 1 No.
 - x. Installation, fitment & testing of High pressure gas shut off valve electrical (24 V DC) Rotex or similar – 1 No.
 - xi. Installation, fitment & testing of Ventilation fans of min. 500 cfm each along with 220 V AC flame proof motors and self supporting frames – 2 Nos.

- xii. Installation, fitment & testing of Flame proof lights – 230 V – 2 Nos.
- xiii. Installation, fitment & testing of DC-AC converter along with power circuit for power supply to ventilation motors, gas detector & flameproof lights – 1 No.
- xiv. Installation, fitment & testing of Gas leak detector & Alarm system comprising of four sensors suitable for CNG composition and four channel control monitor, battery back up for 10 minutes, high dB horn, relay output for external configuration, splash guard for sensors – 1 set
- xv. Wiring of all safety items in cascade compartment
- s. Preparation of Cascade compartment for installation of CNG Cylinders cascade including isolation of this area from passenger area of DPC- consisting of following works:-
 - i. Removal of 30 passenger seats from DPC passenger area and fabrication of double walled GI partition with mineral wool / glass wool packing between passenger area and CNG cascade compartment for isolating passenger area from CNG storage area.
 - ii. Re-routing of air ducting for traction motors from DPC floor to side wall to provide with proper space for placing the CNG cascade.
 - iii. Cutting the roof of the DPC for placing the cascade inside the DPC, strengthening of roof in this area, fabrication of roof cover etc. for removal and fitment of CNG cascade.
 - iv. Re-routing of the DPC wiring inside the coach.
- t. CNG Cascade consisting of 40 high pressure CNG cylinders, each having a carrying capacity of 50 Kg of gas at 255 bar or latest. The cylinders used in the cascade shall conform to the following specifications:-
 - i. Water capacity – 50 liters
 - ii. Outer diameter – 232 mm
 - iii. Wall thickness – 7.0 mm
 - iv. Length – 1515 mm
 - v. Steel Grade – seamless chrome molybdenum steel
 - vi. Cylinders in the cascade are firmly secured in their position to prevent any movement during run. The cylinders and the complete cascade is to be approved by Chief Controller of Explosives, Nagpur.
- u. Testing and commissioning of complete CNG kit along with safety items and other accessories on load in DPC along with field trials consisting of following works:-
 - i. Soap testing of complete CNG gas line for any leakage in the system
 - ii. Testing of dual fuel engine on load box by adjusting voltage and amperes at every notch
 - iii. Gas & Diesel ratio setting at every notch

- iv. Line trial of engine on dual fuel mode with load to establish its performance
 - v. Trouble shooting of teething problems
 - v. Any other item related to commissioning of dual fuel engine
 - w. Literature, Maintenance and operating instructions, spare part catalogues (including drawing's reference parts) and tools catalogues. These shall be in sets.
- 7.2 After sales service for five years. The tenderer should submit the technical and financial details for providing annually improvement maintenance contract for next 5 years after the successful commissioning and field trial. The tenderer should envisage their technical help required at all this stages i.e. in the shed of rake in running rake etc. and port accordingly however, the financial port under this heading will not be taken into account for deciding the proper financial comparison of the offer.
- 7.3 Successful bidder shall also arrange training to the personnel nominated by IROAF and RDSO according to needs and requirements of the diesel engine and DPC. This shall include training in manipulation of the parameters provided in the software and any other requirements to obtain self-sufficiency for successful reliable operation and maintenance of the DPCs. The above training can be imparted during installation and commissioning of the equipment.
- 7.4 For the entire major bought out items / components, the essential detail should be given in the offer. In addition, the bidder must give parawise remarks to all the clause of specification. Without these, the offer is likely to be rejected.
- 7.5 The manufacturer can offer other features that may be useful to the IR. The technical aspects and price impact of these additional features shall be clearly brought out in the offer.
- 7.6 While carrying out the modification in DEMU rake at the Diesel Shed the rake wise register will be maintained by the tenderer indicating the complete history of the existing DEMU rake and the work being executed on daily basis on the concerned rake. The exact detail on this register may be finalized after the finalization of the tender.

8. INSPECTION

After the prototype tests have been successfully completed on the Engine test facilities of the firm, and the second kit has been tested for reliability and performance evaluation on the Engine Test Bed at RDSO, series production inspection shall be carried out after receipt and fitment of the kits in the base diesel sheds of the DPCs and testing on the available load box. Every unit to be tested on the load box shall also be subjected to 2000 km field trials for verifying the claim of diesel fuel displacement.

9. WARRANTY

The bidder shall guarantee that the dual fuel conversion systems offered will be free from all defects in material, workmanship, and manufacture. The bidder shall, at his own expense, replace any part of the system failing or proving unsatisfactory in

service, due to any reason whatsoever, during the warrantee period of 12 months from the date of its commissioning. The warrantee period shall begin from the date of satisfactory completion of field trial of 2000 KMs...

The bidder must effect the replacement/rectification under the warranty immediately after the defect is noticed by the bidder or notified by the CME or his representative. The warranty shall stand extended, by the period that is taken to effect replacement/rectification. Failure to replace/rectify within 90 days of the notification shall attract liquidity damages at the rate of 0.5 per cent per week, or part thereof, of the value of the warrantee bond/ security deposit.

10. DEVIATION STATEMENT

The tenderer must submit the parawise deviation statement for this part-II. Even, if, there is no deviation statement the parawise compliance should be confirmed by the tenderer.

Annexure-1

1.	Application	Rail traction Diesel Power Car (Indian Railways, Broad gauge) 1400 HP
2.	Engine type	Cummins Model KTA 50 L
3.	No. of cylinders	16
4.	Configuration	'V' 60 degree
5.	Cycle	4 stroke
6.	Bore	6.25"(159 mm)
7.	Stroke	6.25"(159 mm)
8.	Compression ratio	13.8:1
9.	Ratio of con rod length to crank radius	Cummins Detail
10.	Fuel injection System	
	Pumps	Cummins P T Fuel Pump – PTG-AUTO-AFC type. Injector – Unit Injectors with S T C configuration along with nozzle
	Nozzles	0.2159 mm dia. 10 holes, 10-degree \pm 1 degree spray cone angle
11.	Firing order	1R 1L, 3R 3L, 7R 7L, 5R 5L , 8R 8L, 6R 6L, , 2R 2L, 4R 4L,
12.	Valves	
	Single/ composite type	Composite
	Details of valve seat insert	Cummins Detail
	Method of fitting and holding valve seat inserts	Press fit and Stacking
	Whether valve rotators used	Yes
	Angle of valve and seat	Exhaust Valve – 30 ^o +/- 15' Intake Valve – 17 ^o +/- 15'
13.	Turbocharger	Two per engine, Make – Holset Model – HS5A – 3075R /M51P4
14.	After cooler	Twin, water to air-cooled, Tube and Fin type

ENGINE PERFORMANCE DATA AT FULL LOAD

1.	Brake horse Power	1436 HP
2.	Engine speed	1800 rpm
3.	BMEP	14.22 bar approx.
4.	Specific Fuel Consumption at 1800 RPM with tolerance band under UIC and site conditions	153.8 gm/bhp-hr
5.	Temperature of Exhaust Gases at Turbo Inlet at Rated Output UIC and site conditions	732°C (approx.) 1350°F(Max.)
6.	Average cylinder head exhaust temperature	Cummins detail
7.	Max. Ambient temp. expected	55°C
8.	Specific air consumption	Cummins detail
9.	Vacuum at compressor air intake	Cummins detail
10.	Compressor outlet pressure	Cummins detail
11.	Pressure drop across after cooler	Cummins detail
12.	Inlet manifold pressure (engine air gallery)	Cummins detail
13.	Exhaust Gas pressure at rated output	Cummins detail
14.	Turbine outlet pressure (Exhaust)	Cummins detail
15.	Maximum cylinder pressure	Cummins detail

NOTE: These figures are indicative and can be used only for approximate guidance

TYPICAL INDIAN RAILWAY OPERATING DUTY CYCLE
FOR PASSENGER TRAIN OPERATION
(As per RDSO report no. MP.Misc.-204, Feb2008)

NOTCH	PASSENGER SERVICE
Idle	51%
1 st	1.5%
2 nd	3%
3 rd	3.5%
4 th	3.5%
5 th	3.5%
6 th	5%
7 th	7%
8th	22%

OPERATING POINTS ON LOAD BOX AT VARIOUS ENGINE NOTCHES

Notch	Speed	LOAD (kW)
8	1800	923
7	1650	760
6	1497	645
5	1390	505
4	1285	376
3	1220	243
2	1010	144
1	716	63



IROAF
GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS

**Indian Railways Organization for Alternate
Fuels**

**IROAF GENERAL CONDITIONS
OF CONTRACT
FOR**

Bid Documents
Part - III
Tender No. IROAF/

Railway Board Letter No. 94/CE-/CT/4 dt. 17.10.02 & 2008/CE-1/CT/1 dt. 12.09.08
Incorporating Correction Slip No. 1 to 5 and amendments issued vide Bd's letter
No.2003/CE-I/CT/4/Pt-I dt.12-05-06, 07-12-06, 23-05-07 and dated 23.01.08 and letter
no. 2007/CE.1/CT/18 dt. 28-09-2007 and dated 07-03-08

Indian Railways Organization for Alternate Fuels
12th Floor, C/o RITES, Scope Minar Core 1
Laxmi Nagar, New Delhi-92

PART-I

REGULATIONS FOR TENDERS AND CONTRACTS FOR THE GUIDANCE OF BIDDERS/ BIDDERS FOR 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 supersession 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 hereunder except where the context otherwise requires.
- a) “Railway” shall mean the President of the Republic of India or the Administrative Officers of the Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.
 - b) “Chief Administrative Officer” shall mean the Officer-in-Charge of the general superintendence and control of the Indian Railway Organization for Alternative Fuels and shall mean and include their successors.,
 - c) “Chief Mechanical Engineer, IROAF” shall mean the Officer in-charge of the Projects cell of Indian Railways Organization for Alternative Fuels.
 - d) “Tenderer” shall mean the person / the firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.
 - e) “Engineer” shall be means as a Mechanical Engineer deputed by CME/IROAF for supervising or inspecting the execution of the work.
 - f) “Railway Official” shall be means as a Mechanical Engineer deputed by CME/IROAF for supervising or inspecting the execution of the work.

- g) “Open Tenders” shall mean the tenders invited in open and public manner and with adequate notice.
 - h) “Works” shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according the specifications.
 - i) “Specifications” shall mean the specifications for Materials and works of IROAF as specified in Part-II of the Works Hand Book issued under the authority of the Chief Mechanical Engineer, IROAF or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.
 - j) “Drawings” shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms.
- 1.3 Words importing the singular number shall also include the plural and vice versa where the context requires.
- 2.1 Bidding for the Tender:- Works of construction and of supply of material shall be entrusted for execution to Bidders whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway.

A Bidder while giving his offer will be required to furnish the following details:-

- (a) his position as an independent organization
- (b) Details or Partners / Staff / Engineers employed with qualifications and experience;
- (c) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm, with details about the transport equipments, tools and plants etc., required for the work maintained by him;
- (d) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified if needs be, by reference to the signatories thereof;
- (e) his knowledge from actual personal investigation of the

resources of the area in which he offers to work;

- (f) his ability to supervise the work personally or by competent and duly authorized agent;
- (g) his financial position;
- (h) Authorized copy of the current income-tax Clearance Certificate.

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-1. Tender Forms shall be issued on payment of the prescribed fees to the appropriate Bidders. Bidders 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.
4. Omissions & 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:-
 - (1)(a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be as under:
As per Railway Board Letter No. 2003/CE-1/CT/18 dt. 28.09.2007

	Value of the work	EMD
A	For works estimated to cost up to Rs. 1 crore	2% of the estimated cost of the work
B	For works estimated to cost more than Rs. 1 crore	Rs.2 lakhs plus 1/2% (half percent)of the excess of the estimated cost of work beyond Rs1 crore subject to a maximum of Rs 1 crore.

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 tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in manner not acceptable to the CME, IROAF. 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 the General Conditions of Contract. The Earnest Money of other Tenderers shall, save as here before in 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:-

As per Railway Board Letter No. 2003/CE-1/CT/4/Part-I dt. 04.04.08

- a) 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.

- b) 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.

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-36 of the General Conditions of Contract for the completion of works to the entire satisfaction of the IROAF.
- (b) When work is tendered for by a firm or company of Bidders, 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 in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Bidder.
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.

CONTRACT DOCUMENTS

8. Execution of Contract Document:- The Tenderer whose tender is accepted shall be required to appear in person at the office of the Chief Mechanical Engineer, IROAF, 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 document 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. Not less than 2 copies of the contract document shall be signed by the competent authority and the Bidder and one copy given to the Bidder.
 - (a) For contracts for specific works, valued at more than Rs.10,000/- the contract document required to be executed by the tenderer whose tender is accepted shall be either an Agreement as per specimen form Annexure -2, or a work order as per specimen form Annexure -3 as may be prescribed by IROAFs.

ANNEXURE 1
.....RAILWAY
TENDER FORMS (FIRST SHEET)

Tender

No.....

Name of work

.....

To

The President of India

Acting through the

.....

.....

.....Railway

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 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work forRailway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects withinmonths 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 corrected up to printed/advance correction slip No..... datedand to carry out the work according the Special Conditions of Contract and Specifications of materials and works at laid down by Railway in the annexed Special Condition/Specifications and the Railway Works Hand Book Part I/II for the present contract.

3. A sum of Rs..... is herewith forwarded as Earnest Money. The full value of 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 ready; 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 prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witness:-

.....

.....

Signature of Tender(s)

(1).....

(2).....

Date.....

Address of the Tender(s)

ANNEXURE I (Contd...)

TENDER FORMS (SECOND SHEET)

1. Instructions to tenders and conditions of tender:- The following documents form part of Tender / Contract:-
 - (a) Tender forms – First Sheet and Second Sheet
 - (b) Special Conditions of Contract (Part I, enclosed)
 - (c) Technical Specifications (Part II, enclosed)
 - (d) General Conditions of Contract
 - (e) All general and detailed drawings pertaining to this work which will be issued by CME, IROAF or his representatives (from time to time) with all changes and modifications.
2. Drawings for the work:- Drawings are only for the guidance of Tender(s).
3. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his their entries must be attested by him / them.
4. The works are required to be completed within a period of months from the date of issue of acceptance letter.
5. Earnest Money: (a) The tender must be accompanied by a sum of Rs..... 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 Bidders, failing which the tender will not be considered.

(b) The Tender(s) shall keep the offer open for a minimum period of Days from the date of opening of the Tender. It is understood that the tender documents has been sold/issued to the Tender(s) and the Tender(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 CME, IROAF. Should the tenderer fail to observe or comply with 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)/Bidder(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.

(d) The Earnest Money of the unsuccessful tender(s) will, save as here-in-before provided be returned to the unsuccessful tender(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.

6. 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 on tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
7. If the tender(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.
8. 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.

9. 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, i.e. CME/IROAF.

Tenderer(s) should submit along with his / their tender credentials to establish.

- (i) His capacity to carry out the works satisfactorily.
- (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.

10. Tender must be enclosed in a sealed cover, superscripted "Tender No... and must be sent by registered post to the address of IROAF so as to reach his office not later than Hours on the or deposited in the special box allotted for the purpose in the office of Railway. This Special box will be sealed athours on The tender will be opened at hours on the same day. The tender papers will not be sold after hours on

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

12. Execution of Contract Documents: The successful Tender(s) shall be required to execute an agreement with the President of India acting through the CAO, IROAF for carrying out the work according to General conditions of Contract, Special conditions of contract & Technical specifications for Works and Materials annexed to the tender.

13. 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 and

changes after obtaining proper legal advice, the cost of which will be chargeable to the Bidder.

14. 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 authorising 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.
15. Employment/Partnership, etc., of Retired Railway Employees:- (a) should a tenderer be a retired Railway Official of the Gazetted rank or any other Gazetted officer Working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not, in the.....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 Railway Official or retired Gazetted Officer as aforesaid, or should a tenderer being an incorporated company have any such retired engineer or retired officer as one of its Directors, or should a tenderer have in his employment any retired Railway Official or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Railway Official or Gazetted Officer from the said service and in case where such Railway Official 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 Bidder be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the Bidder, has been obtained by the tenderer or the Railway Official or Officer, as the case may be from the President of India or any officer, duly authorised by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Railway Official or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected.

(b) Should a tenderer or Bidder being an individual on the list of approved Bidders, have a relative(s) or in the case of partnership firm or company of Bidders one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the department of theRailway, the authority inviting tenders shall be informed of the fact at the time of submission of 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 59 of the General Conditions of Contract.

Signature of

Tenderer(s)

Date.....

.....

(Signature)

(Designation)

IROAF

ANNEXURE II

IROAF

CONTRACT AGREEMENT NO

DATED.

.....

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

WHERE AS the Bidder has agreed with the Railway for the performance, set forth in the Special conditions of contract (Part I of the Bid documents) and the Technical Condition of the Works (Part II of the Bid documents) hereto annexed along with the General Conditions of contract Of IROAF any, and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

Whereas the Bidder has agreed with the Railways to perform this Work at the rates accepted by the accepting authority and quoted by the bidder in the initial / negotiated offer. Details of rates with the total value of the contract and the schedule of Work are enclosed with this agreement.

NOW THIS INDENTURE WITNESSETH that in consideration of the payments to be made by the Railways, the Bidders will duly perform the said works in the said Conditions and Specifications set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the IROAF and will complete the same accordance with the said specifications and said drawings and said conditions of contract on or before the day of20 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 IROAF, both hereby agree that if the Bidder 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 Bidder for the said works on the final completion thereof the amount due in respect thereof at the rates agreed upon in the Contract.

Bidder

Address

Date

Signature of witnesses with address

to

Signature of Bidder

Date.....

Witness

Designation
IROAF
(for President of India)

ANNEXURE- III
ACCEPTANCE ORDER FOR WORKS
(Valued at over Rs.10,000/-)

ACCEPTANCE ORDER NO.

.....DATED.....

Name of work..... (site)

.....

Schedule of drawings.. ..

Authority..... Allocation

Mr / Messes.....Bidder/Bidders
having agreed with the Railway is/are hereby ordered to carry out the
Works set forth in the schedule below in accordance with the
General Conditions of Contract corrected up to Printed/Advance
Correction, Slip No..... dated and the Contract IROAF contained
in Works Technical Specifications of the Bid documents, Part II
dated.....and special conditions of contract Part I and in
conformity with drawings Annexed herewith and to complete the same on
or before the day ofand maintain the said works for
the period as specified in the Bid document.

PART II

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

DEFINITIONS AND INTERPRETATION

- a) “Railway” shall mean the President of the Republic of India or the Administrative Officers of the Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.
- b) “Chief Administrative Officer” shall mean the Officer-in-Charge of the general superintendence and control of the Indian Railway Organization for Alternative Fuels and shall mean and include their successors.,
- c) “Chief Mechanical Engineer, IROAF” shall mean the Officer in-charge of the Projects cell of Indian Railways Organization for Alternative Fuels.
- d) “Tenderer” shall mean the person / the firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.
- e) “Engineer” shall be means as a Mechanical Engineer deputed by CME/IROAF for supervising or inspecting the execution of the work.
- f) “Railway Official” shall be means as a Mechanical Engineer deputed by CME/IROAF for supervising or inspecting the execution of the work.
- g) “Open Tenders” shall mean the tenders invited in open and public manner and with adequate notice.
- h) “Works” shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according the specifications.
- i) “Specifications” shall mean the specifications for

Materials and works of IROAF as specified in Part-II i.e. the Technical Specification of this tender.

- j) +
- k) “Drawings” shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms.

GENERAL OBLIGATIONS

2. (1) Execution Co-relation and intent of contract Documents:- The contract documents be signed in triplicate by the Railway and the Bidder. The contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for the proper execution of 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 Bidders 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 recognised 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 Bidder and the Successor Railway/Project in the same manner & take effect in all respects as if the Bidder and the Successor Railway/Project were parties thereto 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 notwithstanding any things contained herein contrary there to, be binding on the Biddeor and the Successor Railway in the same manner and take effect in all respects as if the Bidder and the Successor Railway had been parties thereto 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 regulations and bye-laws:- The Bidder shall conform 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 Railway Official 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 Railway Official in respect thereof. The Bidder 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. Communications to be in writing:- All notices, communications, reference and complaints made by the Railway Official his Representative or the Bidder inter se 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 Bidders:- The Bidder shall furnish to the Railway Official 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 Bidder if delivered to the Bidder 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 Bidder to the Engineer.

6. Occupation and use of land:- No land belonging to or in the possession of the Railway shall be occupied by the Bidder without the permission of the Railway. The Bidder shall not use, or allow to be used, the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

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

this clause. The permitted subletting of work by the Bidder shall not establish any contractual relationship between the sub-Bidder and the Railway and shall not relieve the Bidder of any responsibility under the Contract.

8. Assistance by the Railway for the Stores to be obtained by the Bidder:- Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway may have agreed without any liability therefore to endeavour to obtain or assist the Bidder 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 Bidder 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 Rly. to the Bidder or any of his employee/worker.

10. Carriage of materials:- No forwarding orders shall be issued by the Railway for the conveyance of Bidders materials, tools and plant by Rail which may be required for use in the works and the Bidder shall pay full freight charges at public tariff rates thereof.

11. Representation on Works:- The Bidder 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 Railway Official and orders given by the Railway Official or the Railway Officials representative to the agent shall be deemed to have the same force as if they had been given to the Bidder. Before absenting himself, the Bidder shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Bidder to comply with this provision at any time will entitle the Railway to rescind the contract under clause 59 of these conditions.

12. 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 Bidder shall duly 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.

13. Excavated material:- The Bidder 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, buildings and produce shall be the property of the Railway provided that the Bidder may, with the permission of the Railway Official, 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 Railway Official.

14 Indemnity by Bidders:- The Bidder shall indemnify and save harmless the Railway from and against all actions, suit proceedings losses, costs, 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 Bidder, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation 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.

15. Security Deposit:-

(i) The Earnest Money deposited by the Bidder with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the Bidder. The balance to make up the security deposit, the rates for which are given below, may be deposited by the Bidder in cash or may be recovered by percentage deduction from the Bidders "on account" bills. Provided also that in case of defaulting Bidder the Railway may retain any amount due for payment to the Bidder on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.

(ii) "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 the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained".

After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so

desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.

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

(iii) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Bidder under the Contract, but Government Securities deposited in terms of Sub-Clause (1) of this clause will be payable with interest accrued thereon

16. Performance Guarantee (P.G)

AS per Rly. BD's letter no. 2007/CE-1/CT/18 dt.28.9.2007, the procedure for obtaining Performance Guarantee is outlined below:

- a. The successful bidder shall submit a Performance Guarantee (PG) in the form of an irrevocable bank guarantee amounting to 5% of the contract value.
- b. A Performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 15 days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- c. The Performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.
- d. Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every

member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

- e. The Engineer shall not make a claim under the Performance except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.
 - iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

The successful bidder may give Performance Guarantee amounting to 5% of the contract value in any of the following forms:-

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

Also FDR in favour of FA&CAO/N.Rly Delhi, (free from any encumbrance) may be accepted.

NOTE: The instruments as listed above will also be

acceptable for Guarantees in case of Mobilization advance.

- (i) and shall be absolutely at the disposal of the President of India.

17. Force Majeure 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 reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, 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 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 or 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 reason of any such event for a period exceeding 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 Bidder 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:-

- (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 Bidder shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause 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 work has any time been delayed by any act or neglect of Railway's employees or by other Bidder 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 Bidder's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Bidder's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Bidder 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 Bidder shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavours 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 Bidder 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 Bidder 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, the same rates, terms and conditions of contract 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 Bidder 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 Bidder to damages or compensation therefor but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

17-B Extension of time for delay due to Bidder:-

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 Bidder 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 Bidder within reasonable short time thereafter, allow the Bidder for further extension of time (Proforma Annex I) 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 Bidder as agreed. damages and not by way of penalty a sum equivalent to 1/2 of 1 % of the contract value of the works for each week or part of the week.

For the purpose of this clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages 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.

For contract value up to Rs. 2

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

Competent Authority while granting extension to the currency of contract under this clause may also levy of token penalty as deemed fit based on the merit of the case.

Provided further, that if the Railway is not satisfied that the works can be Completed by the Bidder and in the event of failure on the part of the Bidder 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 bidder's security deposit and rescind the contract under clause 62 of these conditions, 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 Bidder or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the Railway, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject Bidder 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 Bidder(s) under this contract or any other contracts with the Railway.

(2) The Bidder shall not lend or borrow from or have or enter into any monitory 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 Bidder will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

EXECUTION OF WORKS

19. (1) Bidders understanding:- It is understood and agreed that the Bidder has, by careful examination, satisfied himself as to the nature and location of the work, the conformation 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 Bidder 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 Bidder 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 organisation (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 Railway Official, shall be treated as the agreed programme of the work for the purpose of this contract and the Bidder shall endeavour to fulfill this programme of work. The progress of work will be watched accordingly the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Bidder in achieving earlier completion of item or whole of the works than indicated in the programme.

(4) Setting out of works :- The Bidder shall provide all facilities like labour and instruments and shall co-operate with the Railway Officials representative. If, at any time, during the progress of the works any error shall appear or arise in any part of the work, the Bidder, on being required so to do by the Railway Official representative shall, at his own cost rectify such errors, to the satisfaction of the Railway Officials representative. Such checking shall not absolve the Bidder of his own responsibility of maintaining accuracy in the work. The Bidder shall carefully protect and preserve all bench marks, and other things used in setting out the work.

20. (1) Compliance to Railway Official Instructions:- The Railway Official shall direct the order in which the several parts of the works shall be executed and the Bidder shall execute without

delay all orders given by the Railway Official from time to time but the Bidder shall not be relieved thereby from responsibility for the due performance of the works in all respects.

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

(3) Extra works:- Should works over and above those included in the contract require to be executed at the site, the Bidder shall have no right to be entrusted with the execution of such works which may be carried out by another Bidder or Bidders 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 Bidder shall afford other Bidders reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the Bidders work depends for proper execution or result upon the work of another Bidder(s), the Bidder shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Bidders failure so-to inspect and report shall constitute an acceptance of the other Bidders work as fit and proper for the reception of his work, except as to defects which may develop in the other Bidders work after the execution of his work.

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

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

(b) If the Bidder shall be dissatisfied by reason of any decision of

`the Railway Official representative, he shall be entitled to refer the matter to the Railway Official 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 Bidder performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Railway Official he shall bear all the costs arising or ensuing thereof and shall be responsible for all loss to the Railway.

(2) Drawings and specifications of the works:- The Bidder 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 Railway Official or the Railway Officials Representative.

(3) Ownership of drawings and specifications:- All Drawings and specifications and copies thereof furnished by the Railway to the Bidder 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 Bidder to the Railway on completion of the work or termination of the Contract.

(4) Compliance with Bidders request for details:- The Railway Official shall furnish with reasonable promptness, after receipt by him of the Bidders 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 thereof.

(5) Meaning and intent of specification 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 Railway Official thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Bidder) to the Chief Mechanical Engineer, IROAF 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 Bidder shall not carry out any work between sun-set and sun-rise without the previous permission of the Railway Official
24. Damage to Railway property or private life and property:- The Bidder 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 Bidder, 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 Bidder the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Bidder.

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 Bidder, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Bidder, 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, defence or compromise, and the incurring of any such expenses shall not be called in question by the Bidder.

25. Sheds, Stores houses and Yards:- The Bidder shall at his own

expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Railway Official is requisite for carrying on the works and the Bidder 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 Railway Official and the Railway Officials representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Railway Official 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 Bidder.

26. Provision of efficient and competent staff:- The Bidder shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades and callings. The Bidder shall at once remove from the works any agents, permitted sub-Bidder, supervisor, workman or labourer who shall be objected to by the Railway Official and if and whenever required by the Railway Official, he shall submit a correct return showing the names of all staff and workmen employed by him. In the event of the Railway Official being of the opinion that the Bidder is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the Bidder shall forthwith on receiving intimation to this effect take on the additional number of staff and labour specified by the Railway Official within seven days of being so required and failure on the part of the Bidder to comply with such instructions will entitle the Railway to rescind the contract under Clause 59 of these conditions.
27. (1) Workmanship and testing:- The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of

their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Bidders may from time to time receive from the Railway Official. The materials may be subjected to tests by means of such machines, instruments and appliances as the Railway Official may direct and wholly at the expense of the Bidder.

(2) Removal of Improper work and materials:- The Railway Official or the Railway Officials Representative shall be entitled to order from time to time:-

- (a) the removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) the substitution of proper and suitable materials, and
- (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments thereof, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Bidder in carrying out such order the Railway shall be entitled to rescind the contract under Clause 59 of these conditions.

28. Facilities for Inspection:- The Bidder shall afford the Railway Official and the Railway Officials Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Railway Official and the Railway Officials Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

29. Temporary Works:- All temporary works necessary for the proper execution of the works shall be provided and maintained by the Bidder and subject to the consent of the Railway Official shall be removed by him at his expenses when they are no longer required and in such manner as the Railway Official shall direct. In the event of failure on the part of the

Bidder to remove the temporary works, the Railway Official will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the Bidder. If temporary huts are provided by the Bidder on the Railway land for labour engaged by him for the execution of works, the Bidder shall arrange for handing over vacant possession of the said land after the work is completed; if the Bidders labour refuse to vacate, and have to be rejected by the Railway, necessary expenses incurred by the Railway in connection therewith shall be borne by the Bidder.

- 30 (1) Bidder to supply water for works:- Unless otherwise provided in the Contract, the Bidder shall be responsible for the arrangements to obtain supply of water necessary for the works.

(2) Water supply from Railway System:- The Railway may supply to the Bidder part or whole of the quantity of the water required for the execution of works from the, Railways existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Bidder, provided that the Bidder shall arrange, at his own expense, to effect the connections and lay additional pipe lines and accessories on the site and that the Bidder shall not be entitled to any compensation for interruption or failure of the water supply.

(3) Water supply by Railway Transport:- In the event of the Railway arranging supply of water to the Bidder at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Bidder in addition to the charges referred to in sub-clause (2) of the clause provided that the Bidder shall not be entitled to any compensation for interruption or failure of the water supply.

(4)(a) Bidder to arrange supply of Electric power for works - Unless otherwise provided in the contract, the Bidder shall be responsible for arrangements to obtain supply of Electric Power for the works.

(b) Electric supply from the Railway system:- The Railway may supply to the Bidder part or whole of the electric power wherever available and possible, required for execution of works from the Railways existing electric supply systems at or near the site of works on specified terms and conditions and such

charges as shall be determined by the Railway and payable by the Bidder provided the cost of arranging necessary connections to the Railways Electric Supply systems, and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Bidder and that the Bidder shall not be entitled to any compensation for interruption or failure of the Electric supply system:

31. Property in materials and plant:- The materials and plant brought by the Bidder upon the site or on the land occupied by the Bidder in connection with the works and intended to be used for the execution thereof shall immediately, they are brought upon the site of the said land, be deemed to be the property of the Railway. Such of them as during the progress of the works are rejected by the Railway Official under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Bidder may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Bidder nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

32. (1) Tools, Plant and Materials Supplied by Railway:- The Bidder shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-Bidder, or his workmen or others while they are in his charge. The Bidders shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Railway Official in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

(2) Hire of Railways Plant:- The Railway may hire to the Bidder plants as, compressors and portable engines etc. for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.

33. (1) Precaution during progress of works:- During the execution of works, unless otherwise specified, the Bidder shall at his own cost provide the materials for and execute all works as is necessary for the works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.

(2) Roads and Water courses:- Existing roads or water courses shall not be

blocked cut through, altered, diverted or obstructed in any way by the Bidder, except with the permission of the Railway Official. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Bidder or his agent or his staff shall be recoverable from the Bidder by deduction from any sums which may become due to him in terms of contract, or otherwise according to law.

(3) Provision of access to premises:- During progress of work in any street or thoroughfare, the Bidder shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall react and maintain at his own cost barriers, lights and other safeguards as prescribed by the Railway Official, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day if so ordered by the Railway Official and with such vigour so that the traffic way be impeded for as short a time as possible.

(4) Safety of Public:- The Bidder shall be responsible to take all precautions to ensure the safety of the public whether on public or Railway property and shall post such look out men as may in the opinion of the Railway Official be required to comply with regulations appertaining to the work.

34 Use of Explosives:- Explosives shall not be used on the works or on the site by the Bidder without the permission of the Railway Official and then only in the manner and to the extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Bidder in accordance with the Explosive Rules. The Bidder shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at the sole risk and

responsibility of the Bidder and the Bidder shall indemnify the Railway in respect thereof.

35 (1) Suspension of works:- The Bidder shall on the order of the Railway Official, suspend the progress of the works or any part thereof for such time or times and in such manner as the Railway Official may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Railway Official. If such suspension is:-

- (a) Provided for in the contract, or
- (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Bidder, and or
- (c) Necessary for the safety of the works or any part thereof.

(2) The Bidder shall not be entitled to the extra costs, if any, incurred

by him during the period of suspension of the works, but in the event of any suspension ordered by the Railway Official for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Bidder shall be entitled to such extension of time for completion of the works as the Railway Official may consider proper having regard to the period or periods of such suspensions and to such compensations as the Railway Official may consider reasonable in respect of salaries or wages paid by the Bidder to his employees during the periods of such suspension.

(3) Suspension lasting more than 3 months:- If the progress of the works or any part thereof is suspended on the order of the Railway Official for more than three months at a time, the Bidder may serve a written notice on the Railway Official requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Bidder by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the Railway.

36. **Rates for items of work-** The rates entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the general and special conditions of the contract shall be deemed to include and cover superintendence and labour, materials, including full freight,

of materials, stores, machinery, equipments, instruments tools and all apparatus & testing gadgets required for the work and also all expenditures on sanitary, medical arrangements, pollution control ,insurance, arrangement for statutory certificates including incidental & continental charges

37. Demurrage and wharfage dues:- Demurrage charges calculated in accordance with the scale in force for the time being on the Railway and incurred by the Bidder failing to load or unload any goods of materials within the time allowed by the Railway for loading as also wharfage charges, of materials not removed in time as also charges due on consignments booked by or to him shall be paid by the Bidder, failing which such charges shall be debited to the Bidders account in the hands of the Railway and shall be deducted from any sums which may become due to him in terms of the contracts.

38 Provided that if the Contractor commences work or incurs any expenditure in regard there before the rates as determined and agreed upon as lastly hereuntofore mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by Engineer. However if the contractor is not satisfied with the decision of the Engineer, supported by analysis of the rates claimed. The Chief Mech. Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and Railway.

39. (1) Handing over of works:- The Bidder shall be bound to hand over the works executed under the contract to the Railway complete in all respects to the satisfaction of the Railway Official. The Railway Official shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Railway Official shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Bidder shall be bound to observe any such determination of the Railway Official.

(2) Clearance of site on completion:- On completion of the works, the Bidder shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean

and in a workman like condition to the satisfaction of the Railway Official. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Bidder till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Railway Official at the expense of the Bidder in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Railway Official to have the site cleared at the expenses of the Bidder, the Railway shall not be held liable for any loss or damage to such of the Bidder property as may be on the site and due to such removal there from which removal may be effected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Railway Official.

VARIATIONS IN EXTENT OF CONTRACT

40. Modification to contract to be in writing:- In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Bidder and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Bidder, and till then the Railway shall have the right to repudiate such arrangements.

41. (1) Powers of modification to contract:- The Railway Official on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Bidder will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

(2) (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted. The Bidder shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.

(3) Valuation of variations:- The enlargements, extensions, diminution, reduction, alterations or additions referred to in sub-clause (2) of this clause shall in no degree affect the validity of the contract but shall be performed by the Bidder as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items/quantities of work falling outside the purview of the provisions shall be paid, at the rates determined under clause-39 of these conditions.

CLAIMS

42. Signing of "No Claim" Certificate:- The Bidder shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Bidder, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contactor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

- 43 Quantities in schedule annexed to Contract:- The quantities set out (as per stages given
At part-II of tender document)in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Bidder in fulfillment of his

obligations under the contract.

44. The contractor shall be paid for the stages of work given in part-II of tender
45. Maintenance of works:- The Bidder shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of passing of the certificate of completion by the Railway Official or any other earlier date subsequent to the completion of the works that may be fixed by the Railway Official be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Railway Official shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Bidder shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Railway Official so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Bidder or of his failure in any respect.
46. (1) Certificate of completion of works:- As soon as in the opinion of the Railway Official the works shall have been substantially completed and shall have satisfactorily passed any final test or tests that may be prescribed, the Railway Official shall issue a Certificate of Completion in respect of the works and the period of maintenance of the works shall commence from the date of such certificate provided that the Railway Official may issue such a certificate with respect to any part of the works before the completion of the whole of the works or with respect to any substantial part of the works which has been both completed to the satisfaction of the Railway Official and occupied or used by the Railway and when any such certificate is given in respect of part of the works such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate.
- (2) Bidder not absolved by completion Certificate:- The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Bidder from his liability to

make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Railway Official from materials or workmanship not in accordance with the drawings or specifications or instruction of the Railway Official, which defects, imperfections or faults shall upon the direction in writing of the Railway Official be amended and made good by the Bidder at his own cost; and in case of default on the part of Bidder the Railway Official may employ labour and materials or appoint another Bidder to amend and make good such defects, imperfections and faults and all expenses consequent thereon and incidental thereto shall be borne by the Bidder and shall be recoverable from any moneys due to him under the contract.

47. (1) Final Payment:- On the Railway Officials certificate of completion in respect of the works adjustment shall be made and the balance of account based on the Railway Official or the Railway Officials representatives certified measurements of the total quantity of work executed by the Bidder upto the date of completion shall be paid to the Bidder subject always to any deduction which may be made under these presents and further subject to the Bidder having delivered to the Railway Official a full account details. The Railway Official after having the receipt of such account gives a certificate in writing that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

(2) Post Payment Audit:- It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts, etc., and to make a claim on the Bidder for the refund any excess amount paid to him if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

(3) Production of vouchers etc. by the Bidder:-

(i) For a contract of more than one crore of rupees, the Bidder shall, whenever required, produce or cause to be produced for examination by the Railway Official any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Railway Official on the question of relevancy of any documents, information or return being final and binding in the parties). The Bidder shall similarly produce vouchers; etc., if required to prove to the Railway Official, that materials supplied by him, are in accordance with the specifications laid down in the contract.

(ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-Bidder or any subsidiary or allied firm or company (as per Clause 7 of the General Conditions of Contract), the Railway Official shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Bidder, and such books shall be open to his inspection.

(iii) The obligations imposed by sub clause (i) & (ii) above is without prejudice to the obligations of the Bidder under any statute rules or orders binding on the Bidder.

48. Withholding and lien in respect of sums claimed:- Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Bidder, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Bidder and for the purpose aforesaid, the Railway shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Bidder, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may

become payable to the Bidder under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the arbitration clause) or by the competent court as the case may be and that the Bidder will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Bidder. For the purpose of this clause, where the Bidder is a partnership firm or a limited company, the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / limited company, as the case may be whether in his individual capacity or otherwise.

48-A Lien in respect of claims in Other Contracts:- Any sum of money due and payable to the Bidder (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Bidder with this or any other Department of the Central Government.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by arbitration clause or by the competent court as the case may be and Bidder shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Bidder.

49. Signature on Receipts for Amounts:- Every receipt for money which may become payable or for any security which may

become transferable to the Bidders under these presents, shall, if signed in the partnership name by anyone of the partners of a Bidders firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Bidder, partners during the pendency of the contract it is hereby expressly agreed that every receipt by anyone of the surviving Bidder partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any Bidder partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Bidder partners and of the legal representatives of any deceased Bidder partners inter se.

LABOUR

50. Wages to Labour:- The Bidder shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" and the Rules made there under in respect of any employees directly or through petty Bidders or sub-Bidders employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Bidder supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Bidder or otherwise for the purpose of the Railway such labour shall, for the purpose of this clause, still be deemed to be persons employed by the Bidder.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Bidder and on failure by the Bidder to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from any moneys due or accruing to the Bidder under this or any other Contract with the Railways.

Apprentices Act:- The Bidder shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time in respect of apprentices directly or through petty Bidders or sub-Bidders employed by him for the purpose of carrying out the Contract.

If the Bidder directly or through petty Bidders or sub-Bidders fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Bidder shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

Note: The Bidders are required to engage apprentices when the works undertaken by them last for a period of one year or more and/the cost of works is rupees one lakh or more.

52. **Provisions of payments of Wages Act:-** The Bidder shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees directly or through petty Bidders or sub-Bidders employed by him in the works. If in compliance with the terms of the contract, the Bidder directly or through petty Bidders or sub-Bidders shall supply any labour to be used wholly or partly under the direct orders and control of the Railway Official whether in connection with the works to be executed hereunder or otherwise for the purpose of the Railway Official such labour shall never the less be deemed to comprise persons employed by the Bidder and any moneys which may be ordered to be paid by the Railway Official shall be deemed to be moneys payable by the Railway Official on behalf of the Bidder and the Railway Official may on failure of the Bidder to repay such money to the Railways deduct the same from any moneys due to the Bidder in terms of the contract. The Railway shall be entitled to deduct from any moneys due to the Bidder (whether under this contract or any other contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Railway Official upon any question arising out of the effect or force of this clause shall be final and binding upon the Bidder.

52-A (1) Provisions of Contract labour (Regulation and Abolition)

Act, 1970 - (1) The Bidder shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

(2) The Bidder shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.

(3) The Bidder shall pay to the labour employed by him directly or through subBidders the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Bidder shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by subBidders in connection with the said work, as if the labour had been immediately employed by him.

(4) In respect of all labour directly or indirectly employed in the work for performance of the Bidders part of, the contract, the Bidder shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

(5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workman employed by the Bidder or his sub Bidder in execution of the work or to incur any expenditure on account of the Contingent, liability of the Railway due to the Bidders failure to fulfil his statutory obligations under the aforesaid Act or the rules the Railway will recover from the Bidder, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Railway under the section 20, sub-section (2) and section 2, sub-section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Railway to the Bidder whether under the contract or otherwise. The Railway shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21

of the aforesaid Act except on the written request of the Bidder and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the Bidder as stated above, shall be final and binding on the Bidder.

53. Reporting of Accidents to Labour:- The Bidder shall be responsible for the safety of all employees directly or through petty Bidders or sub-Bidder employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Railway Official or the Railway Officials Representative and shall make every arrangements to render all possible assistance,
54. Provision of Workmen Compensation Act:- In every case in which by virtue of the provisions of Section 12 Sub-section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Bidder or sub-Bidder employed by the Bidder in executing the work, Railway will recover from the Bidder the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Railway to the Bidder whether under these conditions or otherwise, Railway shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Bidder and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.
55. Railways not to provide quarters for Bidders:- No quarters shall normally be provided by the Railway for the accommodation of the Bidder or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Bidder at the Railways discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.
56. (1) Labour Camps:- The Bidder shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen,

directly or through the petty Bidders or sub-Bidders and for temporary creche (Bal-mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Bidder for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the Bidder at his own cost.

(2) Compliance to rules for employment of labour:- The Bidder(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty Bidders or Sub-Bidders on the works.

(3) Preservation of peace :- The Bidder shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behavior by or amongst his workmen and other employed directly or through the petty Bidders or sub-Bidders on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the works. In the event of the Railway requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Bidder and if paid by the Railway shall be recoverable from the Bidder.

(4) Sanitary arrangements:- The Bidder shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineers Representative or the Medical Staff of the Railway. Should the Bidder fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost therefore recovered from the Bidder.

(5) Outbreak of infectious disease:- The Bidder shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineers Representative on the advice of the Railway, Medical Authority. Should Cholera, plague, or other infectious disease break out, the Bidder shall burn the huts, beddings, clothes and other belongings of or used by the infected

parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineers requisition, the work may be done by the Railway and the cost therefore recovered from the Bidder.

(6) Treatment of Bidders staff in Railway Hospitals:- The Bidder and his staff, other than labourers and their families requiring medical aid from the Railway Hospital and dispensaries will be treated as private patients and charged accordingly. The Bidders labourers and their Families will be granted free treatment in Railway Hospitals and dispensaries where no other Hospitals or dispensaries are available provided the Bidder pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc., and for surgical operation.

(7) Medical facilities at site:- The Bidder shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway Medical Authority in relation to the strength of the Bidder's resident staff and workmen.

(8) Use of intoxicants:- The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Bidder or any of his employees shall be forbidden and the Bidder shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

(9) Non-employment of female labour:- The Bidder shall see that the employment of female labour on in Cantonment areas, particularly in the neighborhood of soldiers barracks, should be avoided as far as possible.

(10) Restrictions on the employment of retired Railway Officials of Railway services within two years of their retirement:- The Bidder shall not, if he is a retired Government Railway Official of Gazetted rank, himself engage in or employ or associate a retired Government Railway Official of Gazetted rank, who has not completed two years from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Bidder is found to have contravened this provision it will constitute a breach of contract and administration will be entitled

to terminate the contract at the risk and cost of the Bidder and forfeit his security deposit.

57. (1) Non-employment of labourers below the age of 15:- The Bidder shall not employ children below the age of 15 as labourers directly or through petty Bidders or sub-Bidders for the execution of work.

(2) Medical Certificate of fitness for labour:- It is agreed that the Bidder shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure II) granted to him by a certifying surgeon certifying that he is fit to work as an adults is obtained and kept in the custody of the Bidder or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Bidder and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

(3) Period of validity of medical fitness certificate:- A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

(4) Medical re-examination of labourer:- Where any official appointed in this behalf by the Ministry of labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Bidder, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate

of fitness, as the case may be.

EXPLANATIONS:

(1) Only qualified medical practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII of 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.

(2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

DETERMINATION OF CONTRACT

58. (1) Right of Railway to determine the contract:- The Railway shall be entitled to determine and terminate the contract at any time should, in the Railways opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Bidder will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof.

(2) Payment on determination of contract:- Should the contract be determined under sub clause (1) of this clause and the Bidder claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Railway Official. The Railways decision on the necessity and propriety of such expenditure shall be final and conclusive.

(3) The Bidder shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

59(1) Determination of contract owing to default of Bidder:- If the Bidder 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 purposes 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 Engineers 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 Bidder, 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 Railway Official 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 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 Railway Official or Officer unless such Railway Official 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 contract 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 Railway Official or retired officer from the said service, or as to whether any such retired Railway Official or retired officer was under the employment of the Bidder at the time of submitting the said tender, or
- (b) the correct information as to such Railway Officials or officers obtaining permission to take employment under the Bidder, or
- (c) being a partnership firm, the correct information as to, whether any of its partners was such a retired Railway Official or a retired officer, or
- (d) being in incorporated company, correct information as to whether any of its directors was such a retired Railway Official or a retired officer, or
- (e) being such a retired Railway Official or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired Railway Official 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 Bidder 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 Bidder, then and in any of the said cases, the Railway Official on behalf of the Railway may serve the Bidder with a notice (Proforma at Annexure III) in writing to that effect and if the Bidder does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Railway Official, the Railway shall be entitled after giving 48 hours notice (proforma at Annexure IV) in writing under the hand of the Railway Official to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours notice, a final termination notice (proforma at Annexure (V) should be issued.

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

- (a) the Bidder 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 Bidder shall not be entitled to recover or be paid any sum for any work thereto 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 Bidder shall only be entitled to be paid the value so certified.
- (b) the Railway Official or the Railway Officials 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 ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Bidder being

entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

- (c) the Railway Official shall as soon as may be practicable after removal of the Bidder fix and determine ex-parte 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 Bidder 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 Bidder after making necessary deductions and certified by the Railway Official should be released expeditiously.

SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION RULES

60. Matters finally determined by the Railway – All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Bidder to the CAO and the CAO shall within 120 days after receipt of the Bidder's representation make and notify decisions on all matters referred to by the Bidder in writing provided that matters for which provision has been made in clauses 8, 18, 22(5), 38 42 44, 25, 52-A(5), 54, 58(1), 58(2) and 59(1) to (xiii) & (B) of General Conditions of contract or in any clause of the special conditions of the contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Bidder; provided further that 'excepted matters' shall stand specifically excluded from the purview of the arbitration clause.
- 61(1) (i) - Demand for Arbitration: In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate

to which the Bidder may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the “excepted matters” referred to in Clause 63 of these conditions, the Bidder, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

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

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

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

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

(d) The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

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

61(1) (iv) - If the Bidder(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the

intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

61 (2) - Obligation During Pendency of Arbitration - Work under the contract shall, unless otherwise directed by the Railway Official, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

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

61(3) (a) (ii) - In cases not covered by the clause 64(3) (a)(i), the Arbitral Tribunal shall consist of a Panel of three Gazetted Rly. Officers not below JA grade or 2 Railway Gazetted Officers not below JA Grade and a retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of more than 3 names of Gazetted Rly. Officers of one or more departments of the Rly. which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Bidder within 60 days from the day when a written and valid demand for arbitration is received by the CAO. Bidder will be asked to suggest to Chief Administrative Officer at least 2 names out of the panel for appointment as Bidder's nominee within 30 days from the date of dispatch of the request by Railway. The Chief Administrative Officer shall appoint at least one out of them as the Bidder's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. CAO shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Bidder's nominees.

While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in SA grade of other departments of the Railway for the purpose of appointment of arbitrator.

- 61 (3) (a) (iii) - If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Chief Administrative Officer fails to act without undue delay, the Chief Administrative Officer shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).
- 61 (3) (a) (iv) - The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The Arbitral Tribunal should record day to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
- 61 (3) (a) (v) - While appointing arbitrator(s) under sub-clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- 61 (3) (b) (i) - The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.

61 (3) (b) (ii) - A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and interpretation of a specific point of award to tribunal within 60 days of receipt of the award.

61 (3) (b) (iii) - A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

61(4) In case of the Tribunal, comprising of three Members, any ruling or award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

61(5) Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

61(6) The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by the Railway Board from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/ are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

61(7): Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.

62 Declaration to be signed by before tender negotiation meeting – A tenderer before the tender negotiation meeting is required to give declaration to the effect that in the event of failure of contemplated negotiation his original offer shall remain open for acceptance on its original terms and conditions and that he is not allowed to increase the rates for any of the items during the negotiation. However, it is seen that sometimes during the negotiation, the tenderer while reducing rates for some items, also increases the rates for some other items of the tender schedule which is not admissible. A form in this connection is to be filled the tenderer at Annexure-6

63 DEVIATION STATEMENT

The tenderer must submit the parawise deviation statement for this part-III. Even, if, there is no deviation statement the parawise compliance should be confirmed by the tenderer.

payable to you.

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

6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting up to this extension to complete the work by..... (here mention the extended date, further action will be taken in terms of clause 62 of the General Conditions of Contract.

Yours
faithfully,
For and on behalf of the President of
India

ANNEXURE-II
CERTIFICATE OF
FITNESS

1. (a) Serial Number..... Serial
Number.....

(b) Date..... Date:.....

2. Name of person examined..... I certify that I have
personally examined (name).....

3. Father's Name son/daughter of
..... residing at

4. Sex

5. Residence

6. Date of birth if, available, and/or certified Who is desirous of
being employed

age
requiring

in a factory or on a work

.....
age

manual labour and that is / her

7. Physical fitness.....

as nearly as can be ascertained
from

8. Identification marks

my examination, is years
and that he/she is fit for
employment in a
factory or on a work
requiring manual labour
as an adult/child.

9. Reasons for:

(a) refusal to grant certificate, or
(b) revoking the Certificate

.....

His/her identification marks
are ..

.....

----- -
Signature or left hand thumb Signature or left hand
thumb

Impression of the person Impression of the person
examined Examined

----- -

Initials of Certifying Surgeon Certifying	Signature of Surgeon
--	-------------------------

Note: In case of physical disability, the exact details of the cause of the physical disability should be clearly stated.

ANNEXURE III
REGISTERED POST
A.D.
..... RAILWAY

To

M/s.....
.....

Dear Sir,

Contract Agreement

No..... In
connection with

In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even No..... dated..... you have failed to start work/show adequate progress and/or submit detailed programme for completing the work.

2. Your attention is invited to this office/Chief Mechanical Engineer's office letter No..... dated..... in reference to your representation dated.....

3. As you have failed to abide by the instructions issued to commence the work/to show adequate progress of work you are hereby given 7 days notice in accordance with clause 62 / General Conditions of contract to commence works to make good the progress, failing which further action as provided in clause 62 of the General Conditions of Contract viz. to terminate your Contract and complete the work at your risk and cost will be taken.

Kindly acknowledge receipt.

Yours
faithfully,

For and on behalf of the President
of India

ANNEXURE IV
REGISTERED POST
A.D.
..... RAILWAY

To

M/s.....
.....

Dear Sir,

Contract Agreement

No..... In
connection with

Seven days notice under clause 62 of General Conditions of Contract was given to you under this office letter of even Number dated..... but you have taken no action to commence the work/show adequate progress of the work.

2. You are hereby given 48 hours notice in terms of clause 62 of General Conditions of Contract and on expiry of this period your above contract will stand rescinded and the work under this contract will be carried out at your risk and cost and consequences which may please be noted.

Kindly acknowledge receipt.

Yours
faithfully,

For and on behalf of the President
of India

ANNEXURE V
REGISTERED POST A.D.

..... RAILWAY

(without Prejudice) Dated

No.

To

M/s.....
.....
.....

Contract Agreement
No..... In
connection with
.....

Dear Sir,

Forty eight hours (48 hrs.) notice was given to you under this office letter of even Number dated....., but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours notice has already expired, the above contract stands rescinded in terms of clause 62 of General Conditions of Contract and the work under this contract will be carried out at your risk and cost.

Please acknowledge receipt.

Yours faithfully,

For and on behalf of the President
of India

**FORM OF DECLARATION TO BE GIVEN BY THE TENDERER
BEFORE TENDER NEGOTIATION**

I do declare that in the event of failure of the contemplated negotiations relating to Tender No. opened on my original tender shall remain open for acceptance on its original terms and conditions.

I also declare that I am aware that during this negotiation, I cannot increase the originally quoted rates against any of the individual items and that in the event of my doing so, the same would not be considered at all i.e. reduction in rates during negotiation alone would be considered and for some items if I increase the rates, the same would not be considered and in lieu my originally quotes rates alone would be considered and my offer would be evaluated accordingly.