

S.E.RAILWAY
KHARAGPUR DIVISION



Personnel Department

TENDER NOTICE NO:
Sr. DPO/KGP/Hiring Vehicle/09, dtd.10.07.09

Name of the work: Transportation on Official Work for Personnel Branch

Date and timing of receiving tender : 24.07.09 (From 11.00 to 15.30 hrs.)

Date and timing of opening of tender : 24.08.09 at 16:00 hrs.

Approximate value	: Rs. 2,35,054/-
Tenure of the contract	: 01 (One) year
Full earnest money	: Rs. 4,701.00
Cost of tender Form	: Rs. 1000/-

Book No: -----

Tender Form Sold to: -----

Vide MR No. ----- Dated: -----

Issued by: _____

Office of the Divl. Rly. Manager (P)
S.E.Railway, Kharagpur.

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SOUTH EASTERN RAILWAY

Office of the Divl.Rly.Manager (P)
Kharagpur

TENDER NOTICE NO: Sr. DPO/KGP/Hiring Vehicle/09, dtd.10.07.09

Sealed tenders are invited from reputed contractor for Supply of 1 No. approved & suitable (TATA SUMO) vehicle with fuel & driver for railway use as Transportation on Official Work for Personnel Branch for one year(312 days).

S L N O	Name of Work	Approx. Value (Rs)	Earnest Money (Rs)	Cost of Tender Form (Rs)	Date of Opening
1	Supply of 1 No. approved & suitable (TATA SUMO or similar) vehicle with fuel & driver for railway use as Transportation on Official Work of Personnel Branch vehicle for a period of 312 days	Rs. 2,35,054/-	Rs.4,701 /-	Rs.1,000/-	24.08.09

1.Tender forms (not transferable) will be available for sale at the office of the SR.DPO/KGP from 11.00hrs to 15.30hrs on any working day from 24.7.09 to 24.08.09 on production of money receipt of Rs.1, 000/- towards the cost of tender form (not transferable) chargeable to Z-650 issued by Divl.Cashier, S.E.Rly, Kharagpur.

2.Tenderds in sealed cover will be received at the above office from 11.00hrs to 15.30hrs on all working days from 24.07.09 to 24.08.09.

3.Date of opening of tender- 24.08.09 at 16.00 hrs in the office of the SR.DPO/KGP/S.E.Rly.

4.If the date of the opening of tenders happens to be a holiday, tenders will be opened on the next working day at the same time in the same manner.

5.The tender documents will be available on website "www.railwaykgp.com". This facility is available during the abovementioned period and the same can be downloaded and used as Tender documents for submitting the offer. Cost of tender documents should be separately deposited by the tenderer while bidding.

The tenderer should submit credentials as mentioned below in proof of his capacity to undertake the works: -

Qualifying Criteria: - All Tenders shall be required to submit the following documents for considering their eligibility to participate in the tender in reference to Technical and financial Criteria, failing which their offer will be summarily rejected.

A. **EXPERIENCE**: - The tender should have experience in similar type of work in Govt.organization and should have clear credential to that effect.

i. Documents pertaining to works completed in last three financial year shall be enclosed along with the offer with description of work, Organization for whom executed, approximate value of contract at the time of award, date of completion of work, actual and final value of contract.

ii. Documents pertaining to works on hand shall be enclosed along with the offer duly giving description of work, contract value, approximate value of balance work yet to be done and date of award etc.

The consortium agreement will not be considered for this tender.

B.FINANCIAL CRITERIA: - The Tenders shall produce following documents along with the bid.

i. Latest Income Tax Certificate (ITCC).

Incomplete offer, Conditional bids, bids received after due date and time due to delay of any reason will be rejected.

Railway reserves the right to accept or reject any including the lower bid or all tenders or part thereof without assigning any reason.

Divisional Railway Manager (P)
S.E.Railway/Kharagpur.

Copy to: -

i) The Chief Public Relations Officer, S.E.Rly, Garden-Reach, Kol-43 for the publication in all the leading Newspapers in English, Hindi & Bengali latest by 10.07.09.

ii) COM/GRC, FA&CAO/GRC, DRM, ADRM/KGP for kind information.

iii) Sr.DFM/KGP is requested to depute his representative on 24.08.09 at 15.30 hrs to witness the opening of the tender box in the office of the Sr.DPO/KGP.

iv) Sr.DEN (Co), Sr.DME, Sr.DSTE, Sr.DCM, Sr.DEE (OP), Sr.DEE (TR)/KGP, Chairman/Kharagpur Municipality for kind information and wide circulation.

v) DPM/KGP for information. He is requested to accept the cost of the tender document under Allocation No.Z-650 and Earnest money may be accepted against Allocation No.DOX.

PART-I

South Eastern Railway

Transportation on Official Work for Personnel Branch

(Tender Notice No. Sr. DPO/KGP/Hiring Vehicle/09, dtd.10.07.09)

Tender Notice No. & Description of Work	Approx. value (in Rs)	E.M.D (in Rs.)	Tender date of opening
1. Sr. DPO/KGP/Hiring Vehicle/09 dtd. 10.07.09 Hiring of four Wheeler Vehicle (Tata Sumo/Similar) for Personnel Department of KHARAGPUR Division required for raising sectional speed.	2,35,054.00	4,701.00	24.08.09
<p><u>Cost of Tender Forms</u> : Rs 1000/-</p> <p><u>Selling of Tenders</u> : Tender form can be obtained from the office of Sr. Divl. Personnel Officer/KGP from 24.07.09 to 24.08.09 (15:30 hrs.) Except rest days & holidays</p> <p><u>Place of Opening</u> : at the office of Sr. Divl. Personnel Officer/KGP.</p> <p>Tender Notice is available at S.E.Railway's website www.railwaykgp.com. Tenderers can also download the tender document from the above website from 24.07.09 and up to 15:30 hrs. on 24.08.09. Tender notice is also available at the notice board of Sr. DPO's Office/Kharagpur.</p>			

**Sr.Divl.Personnel Officer,
S.E.Railway, Kharagpur.**

South Eastern Railway

Name of the work: Transportation on Official Work for Personnel Branch

Estimated cost : Rs. 2,35,054/-

Duration of the work : 01 (one) year

Details of estimated works with cost

Description of work	Approx. value	E.M.D.
Hiring of four Wheeler Vehicle (Tata Sumo/Similar) for Personnel Department of KHARAGPUR Division required for raising sectional speed.	2,35,054/-	4,701/-

(A) Based on hours

08.00 hours to 20.00 hrs per day = 12 hours a day.(if required, the Railway may also utilize the vehicle beyond this hours without any extra payment, specially for Night inspection etc.)

Taking '5' days plus '1' day(various inspections on Saturday) in a week i.e. 26 days in a month & 312 days per year (Except Sundays) = $312 \times 46.74 = 1,74,994.56/-$ (Rs 46.74/- per Hrs has been taken based on budgetary offer)

Hence, for 12 months = 1,74,994/- Hence, for each day = $1,74,994/312 =$ Rs. 560.88/-

(B) Rate per KM

Rate per KM running of vehicle towards fuel charges= Rs. 3.85 per KM.(as per local market)

Taking 50KM daily average, yearly fuel charges= $50 \times 3.85 \times 312 =$ Rs. 60060/-

Therefore, approx value for the year = $1,74,994 + 60,060 = 2,35,054/-$

A) SCOPE OF WORK

1. The vehicle should be TATA SUMO with proper cushioned seating and with box carrying arrangement on the roof. (The vehicle should be got approved by Railways).
2. The vehicle should be suitably covered and fit to run in all types of weather. It should be very reliable and able to satisfactorily run round the clock with full load and should have provision for inside lighting at night. The vehicle springing should be suitable for carriage of passengers. The seats of the vehicle should have proper cushioning with backrest.
3. The vehicle should be diesel driven. The same should be offered for inspection prior to commencement of contract and get approved for its conformity to the specification prescribed by the Railway authority.

4. The vehicle should be maintained by the contractor in a satisfactory state at his own cost and should always have a neat and presentable appearance and should be offered every day after proper cleaning.
5. The vehicle would be subject to inspection time to time by suitable Railway authorities. The deficiencies pointed out by the railway representatives will have to be rectified by the contractor within the specified time.
6. The contractor would be required to provide reliable transport in accordance with the tender condition. No transport work will be remained cancelled for non-availability of vehicle and the contractor is expected to provide replacement vehicle within half an hour.
7. The transport driver will be required to maintain a logbook as per time schedule of all the trips made by the vehicle and would have to get the signature of the Railway Authority at the points of stoppages. This logbook will form the basis for submission of the bills by the contractor.
8. The contractor shall engage his/their staff on all days required to run the vehicle and if required, the Railway may also utilize the vehicle beyond this hours without any extra payment, specially for Night inspection etc.

9 TIME SCHEDULE

08.00 hours to 20.00 hrs per day (12 hours) from Monday to Saturday.(if required, the Railway may also utilize the vehicle beyond this hours without any extra payment, specially for Night inspection etc.)

10. The contractor will not permit any person not authorized by Railway to travel by the vehicle.

11. Termination of Contract

- 11.1 In case the contractor's job not found up to the mark, the Railway administration would be at liberty to terminate the contract.
- 11.2 The Railway administration shall be entitled to forfeit the whole or any part of the earnest/security money in the event of any failure at any time on the part of the contractor to carry out the terms and conditions of this agreement without prejudice to any other rights and remedies the Railway administration may have against the contractor.
- 11.3 In case of repeated failures or unsatisfactory performance the Railway reserves the right to terminate the contract in accordance with the laid down conditions and forfeit the entire security deposit of the contractor.
- 11.4 The contractor will have to start the work within 10 days of receipt of order to that effect positively. Failure to start the work in time will be taken, as breach of contract and penalty will be levied as per clause mentioned above without prejudice to further action taken under general conditions of contract.

B. SPECIAL CONDITIONS

- 1** Price escalation will not be admissible for increase in any price of any items, like diesel oil, lubricant oil, i.e. Mobil Oil, brake oil, spare parts etc. Any quotation submitted by the tenderer asking price escalation for any item will not be considered by the Railway Administration. However, if fuel cost decreases, prorate decrease will be effected in fuel rate.
- 2** The vehicle supplied by the contractor should have permit/license issued by the concerned authority permitting use of the vehicle on hire and the contractor shall be responsible for obtaining the same. Rlys shall not accept any liability what-so-ever in the matter. The vehicle should be permitted as per RTO rules as a passenger vehicle with proper insurance. The contractor shall at his own cost arrange all road permits, permission/approval from any authorities what-so-ever, in connection with running the vehicle.
- 3** The contractor shall be responsible for compliance of all regulations and restrictions imposed by under the current motor vehicle act as applicable.
- 4** During Bundhs (i.e. Bharat Bundh, Bengal Bundh etc.) the contractor's vehicle will run with proper RPF protection.
- 5** The price shall include all taxes, levies, impositions, handling charges etc. what-so-ever applicable.
- 6** If there is any item which is not covered by the special condition of contract or by the terms and condition mentioned elsewhere in the tender, the terms and conditions mentioned in general conditions of contract applicable to works contract of S.E. Railway shall apply.
- 7** Security deposit will have to be deposited in favour of FA & CAO, S.E. Railway, Garden Reach after award of the contract.
- 8** Applicable Income Tax will be deducted as per schedule rate from contractor's monthly bill.
- 9** The contractor should also obey the following instructions strictly:
 - i) That the contractor's labour will do only the specific work agreed by the contractor.
 - ii) That the contractor should issue Photo Identity Card to his workers under his name, trading style and signature
 - iii) That the contractor should not be treated as commission agent.
- 10** The tenderers should sign all the pages of tender documents with stamp.
- 11** It would be binding on the contractor to continue the contract exactly in the Manner, as per the above mentioned contract conditions beyond the expiry the contract period, for a period of three months or till finalization of the next contract, whichever is earlier.
- 12** Since the contract is awarded at Kharagpur, all disputes will be liable at Paschim Midnapur Court only.
- 13** In case the contractor fails to provide the vehicle within 2(two) hrs from the time of reporting, the Railway Administration reserves the right to recover the daily lump sum charges for the day of failure as a penalty measure.
- 14** The contractor will have to provide the vehicle within 30 mts. from the time of reporting as per schedule or as desired by the Railway administration, otherwise penalty measure will be imposed.

- 15 The contractor will have to start the work within 10 (ten) days of receipt of order to that effect positively. Failure to start the work in time will be taken, as breach of contract and penalty will be levied without prejudice to further action taken under General Conditions of Contract.

Sr.Divl. Personnel Officer
S.E.Railway, Kharagpur

The conditions noted above have been read, understood and accepted by me.

Date:
Place:

Signature of the tenderer
Name:
Address:

P A R T - II

INSTRUCTIONS FOR TENDERERS AND TERMS & CONDITIONS OF TENDERING (To be signed by the Tenderer and submitted along with the Tender)

Chapter -I

1.1.1 TENDER PAPERS/DOCUMENTS :

The tender papers/documents are divided into two parts. Part-I consists of tender notice, scope of work, special conditions, The part II consists of instructions to tenderers and terms & conditions for tendering including conditions of pricing , payment , penalty and standard forms required for execution of the contract.

1.1.2 GENERAL INSTRUCTIONS :

The intending tenderers before submission of tenders are advised at their own interest to study the tender papers carefully without prejudice to the generality of the foregoing and the tenderer shall inspect the site and surrounding of the work specified in the tender document and shall satisfy himself by careful examination before submission of the tender as to the nature of site, local conditions, availability of labour and materials for execution of work, the means of access to site, supply of and availability of accommodation etc. and shall make local and independent inquiries as to matters for the thing referred to or implied in the tender documents. Railways shall not entertain the tenderer in any form or plea of ignorance, difficulties, doubts, misconception and misapprehension thereof affecting the execution and completion of work.

1.1.3 SUBMISSION OF TENDER.

The tender must be submitted in SEALED ENVELOPS making the tender notice Number and the name of the work and should be dropped in the sealed Tender Box kept in the office of the Sr.Divisional Personnel Officer, South Eastern Railway, Kharagpur herein after called Sr.DME/SER/KGP from 11.00 hrs.to 15:30 hrs. on the day specified in tender notice. The tender will be opened in the presence of such tenderers as may be present shortly thereafter at 16.00 hrs. on the same day and the names of tenderers and rates shall be read out.

Any tender deposited otherwise will be at the risk of the tenderer. All documents to be submitted in connection with the tender SHALL BE WRITTEN IN ENGLISH AND IN INK.

1.1.4 RATES.

The tenderer should quote the rates for the items incorporated in the schedule IN FIGURES as well as IN WORDS and this rate shall form the basis of payment for the work done. If there be any variance in rates quoted by the tenderer between the words and figures, the rates quoted in words will be treated as final and binding.

1.1.5 CLARIFICATION.

Clarifications required by the tenderers may be obtained from the office of the Sr.DPO /KGP as prescribed.

1.1.6 INCOME TAX CLEARANCE CERTIFICATE.

The tenderers are required to produce along with their tender, the Current and Valid Income tax clearance certificate in original (which will be returned in due course)

1.1.7 INCOMETAX DEDUCTION.

Income tax at 2% plus surcharge as applicable on income tax and Educational Cess 2% on IT & ST to be paid by the contractor in pursuance to the contract which will be deducted from the bills preferred by him in accordance with section 104-A of the Income Tax Act 1961 as introduced through Finance Act of 1972 of amended from time to time. Applicable Educational cess on IT & SC will be deducted from the monthly bills

1.1.8. SIGNING OF TENDERS AND POWER OF ATTORNEY.

In case of a firm not registered under Partnership Act, all the partners of the attorney duly authorized by all of them should sign the tender and other connected documents. A copy of the document empowering the individuals to sign should also be sent with the tender. In any case, tender should disclose his constitution fully and copies of all necessary documents in support thereof should be submitted with the tender and original thereof should be produced as and when called for.

1.1.8.1 Any individual signing the tender or other documents connected therewith should specify whether he is signing.

- i) As sole proprietor of the concern or his attorney or
- ii) As a partner or partners of the firm, or
- iii) For the firm as per procreation, or
- iv) As a Director, Manager or Secretary in the case of limited Co.

1.1.9. TENDERER'S ADDRESSES.

Every tenderer shall state in the tender his postal address fully and clearly. Any communication sending to the tenderer by post at his said address shall be deemed to have reached the tenderer duly and in time, notwithstanding the fact that the communication did not reach the tenderer at all or in time for the reasons what so ever. Important documents shall be sent by Registered post.

1.1.10 ERASERES OR ALTERNATIONS.

No erasers or alterations in the text of the tender papers is permitted and any such erasures and/or alterations will either be disregarded or render the whole tender void at the option of the Railway Administration. Any correction made in rates for the work shall be initialed in ink and dated.

1.1.11 COMPLIANCE WITH INSTRUCTIONS.

Tender which do not comply with the instructions detailed above, shall not be considered.

1.1.12 RESULT OF TENDER.

The acceptance of the tender will rest with the Accepting Authority, for and on behalf of the President of India, who reserves the right to decide the tenders amongst more than one tenderer, if deemed necessary, and also to reject any or all tenders received without assigning any reasons and does not bind himself to accept the lowest or any tender.

1.1.13 VALIDITY OF TENDER

The contractor shall keep the offer viz. The tender and/or tenders, as may be modified by negotiations open for acceptance for a period of 90 days from the date on which tender/tenders is/are opened and in default, the Earnest Money deposited by him shall be forfeited to the Railways.

1.1.14 TERMINATION OF CONTRACT

Not-with-stand the provisions under other paragraph the Railway Administration may at any time by a notice in writing summarily terminate the contract without liability to pay any compensation to the contractor in respect thereof in any of the following events.

- 1) INSOLVENCY: The contractor being an individual or a firm any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for liquidation on composition under any law relating to insolvency for time being enforce or make any conveyance or assignment of his assets or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the partnership act.
- 2) LIQUIDATION: If the contractor being company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or a Manager on behalf of the debenture holders shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- 3) BREACH OF CONTRACT : If the contractor commits any breach of this contract not herein specifically provided always that such termination shall not prejudice any right or action or remedy which shall have accrued or accrue thereafter to the Railway Administration and provided also that the contractor shall be liable to the purchaser any extra expenditure which the Railway Administration is thereby put to incur loss but shall not be entitled to any gain on re-purchase, in the event of such termination without prejudice to the other right and remedies of the Railway Administration including the rights for forfeiting the security deposit. The Railway Administration shall be entitled to have the work or the undone portion thereof performed, executed and/or carried out by any other agency at the risk and cost of the contractor liable for reimbursement in the event of any loss on this account.

1.1.14.1 EXCEPTIONS.

Termination of contract will not arise in case of voluntary liquidation meant for alternation or reorganization provided the newly formed company takes over the full responsibilities and liabilities of the liquidated firm and it is acceptable to the Railway Administration.

Termination of contract under this para will not arise in case of breaches or defects of a minor nature. The Sr.DPO /KGP shall be the sole authority to decide whether breaches and defects are of minor nature.

1.1.15 EARNEST MONEY.

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 2% of the estimated tender value. The earnest money shall be rounded to the nearest Rs.10.

In case the tenderer withdraws his offer within the validity date of his offer or fails to undertake the contract after acceptance of the tender, the full earnest money shall be forfeited. SEMD IS NOT ACCEPTABLE FOR THIS WORK.

1.1.15.1 The earnest money shall be paid in cash or in any of the following forms.

- i) Pay orders or Demand Drafts drawn in favour of FA&CAO/S.E. Rly/ Garden Reach.
- ii) Deposit Receipts in favour of FA&CAO/S.E. Rly/Garden Reach.

These forms of earnest money should be either of the State Bank of India or any of the Nationalized Banks. The tenderer must attach the said documents with the tender, without which the tender will not be considered and summarily rejected.

1.1.15.2 Earnest money may be accepted in the following forms:-

- (i) A deposit in cash
- (ii) Government securities at 5% below the market value.
- (iii) Deposit receipts or demand drafts of the nationalized Banks.
- (iv) A deposit in the Post Office Bank.
- (v) National Saving Certificates.
- (vi) Twelve year National Defense Certificates.
- (vii) Ten Year Defense Deposits
- (viii) National Defense Bonds.
- (ix) National Saving Certificates.
- (x) Time Deposit Account which came into force on 16.3.1970 and notified under ministry of Finance Modification No.F3 (7) NS/70 dated 28.2.1970.
- (xi) IRFC Bonds.

1.1.15.3 It shall be understood that the Tender documents have been sold / issued to the Tenderer and the Tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender, he will not resile from his offer or modify his terms and conditions thereof in a manner not acceptable to the engineer. If the tenderer fails to observe or comply with the said stipulation as per terms and condition of the contract, the aforesaid amount shall be liable to be forfeited to the Railway.

1.1.15.4 If the tender is accepted this earnest money mentioned in the sub- clause 1.1.15 above will be retained as a part of security for the due and faithful fulfillment of the contract in terms of clause 16 of the General Condition of Contract. The earnest money of the other tenderes, shall be returned to them, but Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

1.1.16 SECURITY DEPOSIT.

The Earnest money deposited by the contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor in cash or may be recovered by percentage deduction from the Contractor's " on account" bills. Provided also that in case of defaulting contractor the Railway may retain any amount due for payment to the contractor on pending " on account bills".

1.1.16.1 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 the bill 10% of the bill amount till the fully security deposit is recovered.
- (C) Security deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, PG 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.

1.1.16.2 No interest will be payable upon the Earnest money and Security Deposit or amount payable to the Contractor under this contract.

1.1.16.3 As far as practicable tenderers should in their own interest deposit security deposit in Cash with Divisional Cashier S.E.Railway, Kharagpur to facilitate prompt refund of the deposited amount on fulfillment of the terms of the contract.

1.1.16.4 PERFORMANCE GUARANTEE (P.G.):

- (a) The successful bidder should give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value.
- (b) The performance Guarantee should be furnished by the successful contractor after the letter of acceptance has been issued, but being signing of the agreement and should be valid up to expiry of the maintenance period the agreement should normally be sign within 15 (fifteen) days after the issue of LOA and Performance Guarantee should be submitted within this time limit.
- (c) Performance Guarantee shall be released after satisfactory completion of the work and maintenance period is over.
- (d) Whenever the contracts are rescinded, the security deposit should be forfeited and the P.G. shall be encashed and the balance work should be got done separately.
- (e) The balance work shall be got done independently without risk and cost of the original contractor.
- (f) The original contractor shall be debarred from participating in the tender for executing balance work. If the fail contractor is a JV or partnership firm then every member partner of such a firm would be debarred from participating the tender for balance work either his/her individual capacity or as a part of any other JV/partnership firm.

1.1.17 ADDITIONS AND ALTERATIONS

Railway Administration may require modifications to be carried out on the works if considered necessary either during the execution or after the specified duration coming within the purview of the contract.

1.1.17.1 If any additional quantum of the works specified in the schedule becomes necessary during the course of execution the contractor may be called upon to carry out such additional works for which necessary variation of the original contract quantity will be executed at the same rates, terms and conditions as per extant rules of SOP.

1.1.18 SAFETY MEASURES

The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving about or working in the Railway premises, but shall then conform to the rules and regulations of the Railways. The contractor shall abide by all Railway regulations in force for the time being and ensure that the same are followed by his representatives Agent or sub contractor or workmen. He shall give due notice to his employees and workers about provisions to the para.

The contractor shall ensure that unauthorized careless or inadvertent operation of installed equipment, which may result in accident to staff and or damage of equipment, does not occur.

The Contractor shall indemnify and keep the Railway administration indemnified and harmless against all actions suits, claims demands, other charges or expenses arising in connection with any accidents, death or injury sustained by any person or persons within the Railway premises and any loss or damage to Railway property sustained due to the acts or omissions of the contractor, or his staff during the execution of this contract irrespective of whether such liability arising under the Workmen's Compensation Act 1923 or Fatal Accidents Act or any other Act in force for the time being.

1.1.19 EXECUTION OF AGREEMENT

The contractor is required to execute a formal agreement in prescribe form with the Railway Administration on the lines of the Tender Conditions and until a formal agreement is prepared and executed the acceptance of this tender shall constitute a binding contract between the Railway Administration and the Contractor in all respects.

1.1.20 RAILWAY PASSES

No free Railway passes will be issued for the contractor or for his workmen.

1.1.21 REFUND/FORFEITURE OF EARNEST MONEY

The Earnest Money including the amount taken as security deposit for the due performance of the stipulation to keep the offer open till the date specified in the tender under clause 1.1.15 (i.e. Minimum validity of offer hereof) shall be refunded to the unsuccessful tenderer(s) within a responsible time after finalization of tender case. The earnest money deposited by the successful tenderer(s) shall be retained towards the security deposit for the due and faithful fulfillment of the contract, but shall be forfeited by the purchaser without prejudice to any other rights or remedies available to it if the contractor fails to execute the agreement/ start the work within a reasonable time (to be determined by the Engineer at site) after notification of the acceptance of his/their tender.

1.1.22 COMMUNICATION TO BE IN WRITING

All notices, communications, reference and complaints made by the purchaser or his Engineer or the Engineer's representative or the contractor inter concerning the works shall be in writing and no notice communications references or complaint not in writing shall be recognized.

The address to which correspondence and other related documents will be sent in as indicated in the tender papers.

1.1.23 SERVICE OF NOTICES ON CONTRACTORS

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

1.1.24 SUBLETTING OF CONTRACT

The contractor shall not assign or sublet contract or any part thereof or allow any person to become interested therein in any manner what so ever without the special permission of the purchaser. Any breach of this condition shall entitle the purchaser to rescind the contract under clause 62 of General Condition of the Contract and also render the contractor liable

for payment to the purchaser in respect of any loss or damage ensuing from such cancellation.

1.1.25 APPROVAL OF SUB CONTRACTOR OR VENDORS

The name of all sub contractors proposed to be employed on execution of work or any part thereof including manufacture of components shall be submitted by the contractor to the purchaser and got approved by him before the contractor enters into an agreement with the sub contractor or vendor for the purpose. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub contractor and the purchaser and shall not relieve the contractor of any responsibility under the contract.

1.1.26 PROVISION OF PAYMENT OF WAGES ACT

The contractor shall comply with the provisions of payment of Wages Act 1936 as amended up to date and the rules made thereunder in respect of all employees directly or through the petty contractors or sub contractors employed by him in the works. If in compliance with the terms of the contract, the contractor directly or through the petty contractor or sub contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the work to be executed hereunder or otherwise for the purpose of the Engineer such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the contractor and Engineer may on failure of the contractor to repay such moneys to the Railway deduct the same from any moneys due to the contractor in terms of the contract. The purchaser shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other. All moneys paid/payable by the Railway by way of compensation of the aforesaid or for cost of expenses in connection with any claim thereto) and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

1.1.27 WAGES TO LABOUR

The contractor shall be responsible to ensure compliance with the provisions of the MINIMUM Wages Act, 1948, as modified up to date (therein after referred to as the said Act) and the rules made there under in respect of any employee employed by him directly or through petty contractor, sub contractors for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the contractor directly or through petty contractors or sub contractor supplied any labour to be used, wholly or partly under the direct orders and control of the purchaser whether in connection with any work being executed by the contractor or otherwise for the purpose of the purchaser such labour shall for the purpose of this clause shall be deemed to be persons employed by the contractor.

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

1.1.28 ILLEGAL GRATIFICATION

Any bribe commission, gift or advantage given promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or on their behalf to any officer or employee of the purchaser or to any person on his or on their behalf in relation to the obtaining of the execution of this or any other contract with the purchaser shall, in addition to any criminal liability which he may incur, subject the contractor to the rescission, of the contract and all other contracts with the purchaser and to the payment of any loss or damage resulting from such rescission and the purchaser shall be entitled to deduct the amounts so

payable from any moneys due to the contractor under the contract or any other contracts with the purchaser. The contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the purchaser and if he shall do so the purchaser shall be entitled forthwith to rescind the contract and all other contracts with the purchaser. Any question or dispute as to the commission of any offence or compensation payable to the purchaser under this clause shall be settled by the General Manager of the Railway in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

1.1.29 RIGHT OF RAILWAY TO DETERMINE CONTRACT.

1.1.29.1 The purchaser shall be entitled to determine and terminate the contract at any time should in the purchaser's opinion, the cessation of work has become necessary owing to paucity of funds or from any other cause what so ever in which case the value of approved materials at site and of work done by the contractor will be paid for in full at the rates specified in the contract. Notice in writing from the purchaser of such determination and the reason thereof shall be conclusive evidence thereof should the contract be determined under Clause 61 (1) of GCC 1994 and the contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the works, the purchaser shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the engineer.

The contractor shall have no claim to any payment or compensation or otherwise, what so ever on account of any profit or advantage which he might have derived from the determination of the work in full but which he did not derive in consequence of determination of contractor. The purchaser's decision on the necessity and propriety of such expenditure shall be final and conclusive.

Determination of contract owing to default of contractor.

- i)** If the contractor should become bankrupt or insolvent, or
- ii)** make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a committee of inspection of the creditors, or
- iii)** being a company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or re-construction) 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 the General Conditions of the Contract, or
- vi)** abandon the contract, or
- vii)** persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
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 of works have been condemned or rejected under clause 25 and 27 of the GCC 1994, or
- x)** fail to take steps to employ competent or additional staff and labour as required under Clause 26 of GCC 1994, or
- xi)** fail to afford the engineer or engineer's representative proper facilities for inspecting the works or any part thereof as required under clause 11.41 (i.e., inspection and testing) of these 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 purchaser or to any person on his or on their behalf in relation to the execution of this or any other contract with the purchaser. or
- xiii)** At any time after the tender relating to the contract has been signed and submitted by the contractor being a partnership firm admit as one of the partners or employees under

it or being an incorporated company elect or nominate or allow to act as one of its director or employee under it in any capacity what ever any retired engineer or the gazetted rank or any other retired gazetted officer working before his retirement whether in the executive or Administrative capacity of whether holding any personable post or not, in the Engineering Department of the any of the Railway for the time being owned and administered by the President of India before the expiry of two years from the date of retirement from the said service of such Engineer or officer unless such Engineer or officer has obtained permission from the President of India. Any officer duly authorised by him in his behalf to become a partner or a director or to take employment under the contractor, as the case may be

or

xiv) Fail to give at the time of submitting the said tender.

a) The correct information as to the date of retirement of such retired

Engineer or retired officer from the said service or as to whether any such retired engineer or retired officer was under the employment of the contractor at the time of submitting the said tender,

or

b) Being the partner ship firm the correct information as to whether any of its partners was such a Retired Engineer or a Retired officer

or

c) The correct information as to such Engineer or officer obtaining permission to take employment under the contractor,

or

d) Being an incorporated company, correct information as to whether any of its directors was such a retired Engineer or a Retired Officer,

or

e) Being such a retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a Retired Engineer or a Retired officer of make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the contractor, then and in any of the said cases, the Engineer on behalf of the purchaser may serve the contractor with a notice in writing to that effect and if the contractor does not within 7 days after the delivery to him of such notice proceed to make a good his default in so far as the same capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the engineer, the purchaser shall be entitled after giving 48 hours notice in writing under the hand of the engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both of the following courses.

(A) To carry out the whole or part of the work from which the contractor has been removed by the employment of the required labour and materials the costs of which shall include lead, lift, freight, supervision and all incidental charges.

(B) To measure up the whole or part of the work from which the contractor has been removed and to get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the engineer whose decision shall be final in both the cases (a)&(b) mentioned above, the purchaser shall be entitled (I) to forfeit the whole or such portion of the security deposit as it may consider fit, and (ii) to recover from the contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the Engineer to the contractor, if the works had been carried out by the contractor under the terms of the contract, such certificate being final and binding upon the contractor, provided, however, that such recovery shall be made only when the cost incurred in excess exceeds the security deposit proposed to be forfeited.. The amounts thus to be forfeited or recovered may be deducted from any money then due or which at any time there after

may become due to the contractor by the purchaser under this or any other contract or otherwise.

Provided always that in any case in which any of the powers conferred upon the purchaser by sub-clause (I) of Clause 62 of GCC (1994) hereof shall become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall notwithstanding be exercisable in the event of any default by the contractor in any future case for which his liability for past and future shall remain unaffected.

1.1.29.2. Right of Railway after rescission of contractor owing to default of contractor

In the event of any or several of the courses referred to in sub-clause (1) of Clause 62 of GCC (1994) being adopted.

(i) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work 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 contractor shall only be entitled to be paid the value so certified.

(ii) The Engineer shall as soon as may be practicable after removal of the contractor fix and determine the amount or by or after reference to the parties or after such investigation or inquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused or partially used materials, any constructional plant and any temporary works upon the site.

1.1.30.1 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 contractor to the Railway and the Railway shall within a reasonable time after receipt of the contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in Clauses 18, 22(5), 39, 45(a), 55, 55-A(5), 61(2) and 62(1) (xiii) (B) (e) (b) of the General Conditions of Contract or in any clause of the Special Conditions of the Contract shall be deemed as EXCEPTED MATTERS and decision thereon shall be final and binding on the Contractor, provided further that EXCEPTED MATTERS shall stand specifically excluded from the purview of the Arbitration Clause and shall not be referred to Arbitration.

1.1.30.2 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 contractor may claim to be entitled to or if the Railway fails to make a decision within a reasonable time, then and in any such case, save the EXCEPTED MATTERS referred to in clause 63 of these conditions, GCC 64, of 2001 the contractor, after 90 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.

1.1.30.3 The demand for arbitration shall specify the matters which are in question, dispute or difference. Only such dispute(s) or difference(s) in respect of which the demand has been made shall be referred to Arbitration and other matters shall not be included in the reference.

1.1.30.4 If the contractor(s) does/do not prefer his/their specific and final claims in writing within a period of 90 days of receiving the intimation from the Government 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 disregard and released of all liabilities under the contract in respect of these claims.

1.1.31. LAWS OF INDIA

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

1.1.32 DEFAULT AND DELAY

The contractor shall execute the work with due diligence and expedition keeping to the approved time schedule. Should he refuse or neglect to comply with any reasonable orders given to him in writing by Purchaser's Engineers in connection with the work or contrivance the provision of the contract or the progress of work lags persistently behind the time schedule due to his neglect, the purchaser shall be at liberty to give seven days notice in writing to the contractor requiring him to make good the neglect or contravention, complained of or should the contract fail to comply with the requisition made in the notice within seven days from the receipt thereof, it shall be lawful for the purchaser to take the work wholly or in part out of the contractor's hands without any further reference and get the work or any part thereof, as the case may, completed by other agencies at the expense of the contractor without prejudice to any other right or remedy of the purchaser.

1.1.33 LOSS SUSTAINED DUE TO DEFAULT AND DELAY

(a) In the event of any loss to the purchaser on account of extension and/or completion of the work or any part thereof by Agencies other than the contractor, in terms of para 1.1.32, the contractor shall be liable to reimburse the loss to the Railway without prejudice to the other rights and remedies of the purchaser, and the reimbursement in full or in part as the case may be, shall be met, at the option of the purchaser, from out of all or any of the following sources viz.

- i) Any amount due and payable to the contractor by the purchaser on any account whatsoever,
- ii) The contractor's security deposit in the hands of the purchaser as far as available; and
- iii) Any other assets whatsoever of the contractor

(b) In the event of reimbursement from out of sources (I) and/or (II) above mentioned, the purchaser shall have the right of appropriation suo motto

1.1.34 CONTRACT LABOUR ACT

The contractor is liable to observe the provisions of contract labour Act. and get himself registered under the concerned Labour Officer as per provision of the Act. He has to state the number of labour engaged by him for carrying out the work before signing of agreement. For any violation of the said Act., the contractor is liable for prosecution by the Labour Enforcement Officer (Central) under whose jurisdiction the work is been executed and the amount of penalty if any, will be deducted from contractor's final bill on advise of the Labour Court.

1.1.35 ISSUE OF TOOLS AND EQUIPMENT TO THE CONTRACTOR

For the purpose of carrying out the work, Railway will not issue tools and equipments.

1.1.36 INTERPRETATIONS

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

CONTRACT means the contract resulting the acceptance by the Purchaser of this tender either in whole or in part.

CONTRACTOR means the successful tenderer i.e., the tenderer whose tender has been acceptance either in whole or in part.

CONTRACTOR'S AGENT shall mean the person or persons authorised under a duly executed power of attorney to take all actions relating to the work as could be taken by the contractor himself. In the case of a firm of a contractor, the agent shall have the same powers as that of the Managing Director of the Firm.

CONTRACTOR's REPRESENTATIVE shall mean a person in supervisory capacity who shall be so declared by the Contractor and who shall be authorised under duly executed power of attorney to receive materials issued by the Purchaser to the Contractor for the work. He shall be responsible for proper execution of work at each or all placed and shall take order from Purchasers and carryout the same.

TENDERER means and includes any Contractors or any company or body corporate or otherwise who submit the tender which has been invited.

WORK OR WORKS means all or any of the item of work for which the tenderer/contractor has tendered/contracted according to the specifications, or to be implied therefrom, or incidental thereto or to be implied here after specified or required in such explanatory instructions additional to the aforementioned as may from time to time to be issued by the purchaser during the progress of the contracted work.

Sr.DPO/KGP, S.E.Railway, Kharagpur is also responsible for arranging payments to the contractor as per accepted schedule of prices and terms of payments.

DRM/KGP mean the officer who is in charge of the Division, and who is delegated with all powers of the General Manager so far as Division is concerned.

Sr. DPO /KGP mean the officer who is in charge of the Division, and who is delegated with all powers of the Divisional Railway Manager so far as Kharagpur Division is concerned.

PURCHASER mean the President of India, Acting through his accredited Officers i.e. Divisional Railway Manager, S. E. Railway, Kharagpur, Sr.Divisional Personnel Officer, S.E.Railway, Kharagpur.

Signature of Tenderer
Date:

Sr. Divl. Personnel Officer
S.E.Railway, Kharagpur.

Chapter – 2

1.2.0 CONDITIONS OF PRICES AND PAYMENT TERMS.

1.2.1 SCOPE.

This Chapter deals with prices to be paid for execution of the work and other amounts payable in accordance with the accepted schedules of prices and rates and terms and conditions of payment mentioned herein.

1.2.2 UNIT PRICE.

1.2.2.1 The price for each item quoted by the Tenderer and accepted by the administration shall hold good till the completion of the work and no additional individual claims will be admissible on account of fluctuation in market rates etc.

1.2.2.2. The price for each item quoted by the Tenderer shall include the cost of materials, manpower, including all incidental charges like freight transport, Indemnity Bond Stamp, Sales tax, Excise duty, Octroi and other taxes and duties etc.

1.2.2.3 The price for each item quoted by the tenderer shall include the cost of materials including all incidental charges mentioned in Para 1.2.2.2 above in case of specifically directed by Railway for supply only.

1.2.3. TERMS OF PAYMENT.

Subject to any deduction on recoveries which the administration may be entitled to make under the contract, the contractor shall unless otherwise agree to be entitled to get the payments subject to conditions stipulated in the subsequent clauses.

1.2.3.1 Payment of Contractor's Bill: - The Contractor should submit his/their monthly bill in quadruplicate to the Sr.DPO(Store)/KGP and Railway Administration will made payment by Cheque .

1.2.4. PAYMENT OF PRICE VARIATION

No price variation clause will be applicable. All prices to be quoted shall be firm.

1.2.5. PAYMENT OF STATUTORY VARIATION IN TAXES AND DUTIES.

The price for each item quoted by the tenderer and accepted by the Railway shall be firm. In case of mutual agreement between the tenderer and the Railway any statutory variation of taxes and duties are payable shall be applicable for both upward and downward revision of levies and shall be on clear terms and conditions claim against STATUTORY VARIATION in taxes and duties if any, shall only be payable by the Railway along with the final payment subject to claim for reimbursement for additional payment to the contractor are accepted on production of the original requisite documents. However, the purchaser will not be responsible for the payment of duties and taxes made by the tenderer under misapprehension of law.

1.2.6. FINAL SETTLEMENT AND REFUND OF SECURITY DEPOSIT.

On expiry of the contract period and issue of the Certificate for final acceptance provided all the dues payable by the contractor to the Railway have been duly paid or otherwise made good by the contractor, the security deposit will be returned to the contractor on production and surrender of the relative original receipt granted by the Railway in case it was paid in cash.

The security deposit shall, however, be liable to be forfeited in case of any breach by the contractor of any of the conditions of the contract for non-completion of the full contract without prejudice to other rights and remedies available to the Railway whether specifically provided for herein or otherwise.

1.2.7 MEASUREMENT OF WORK:

The contractor shall be paid for the works at the rates as per accepted schedule of rates by Railway administration and on the basis of measurement certified by Sr. DPO(Store)/KGP for works executed by the contractor as per schedule.

1.2.8 PANALTY CLAUSE:-

1.2.8.1 During the course of inspection by Rly Officials, if any unauthorized person is found traveling by the contractor's vehicle, a fine up to Rs.500/- will be deducted from contractor's monthly bill for each unauthorized person.

1.2.8.2 Late start or late arrival of contractor's vehicle from the time schedule without any justified reason will invite penalty up to Rs.100/- on the contractor for every 10 minutes such late start /late arrival which will be deducted from contractor's monthly bill.

1.2.8.3 No transport work will be remained cancelled for non-availability of vehicle and the contractor is expected to provide replacement of vehicle within half an hour. However, on any particular day if a trip is cancelled on contractor's account, deduction will be made from the contractor's bill at twice the average rate per trips for each cancelled trip.

Sr.Divl. Personnel Officer
S.E.Railway, Khragpur.

The instruction of tendering and terms and conditions of tendering noted in Part-II, have been read, understood and accepted by me.

Signature of Tenderer
Name:

South Eastern Railway

Offer letter against, tender notice no: M/13/Mech./Vehicle dt.23.02.2009

To
 The President of India,
 Acting through Sr.Divisional Personnel Officer/KGP,
 South Eastern Railway,
K H A R A G P U R.

1. I/We Sri/Smt _____ for and on behalf of
 M/S _____

residing at _____ have read various conditions to tender hereto attached and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 (Ninety) 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 as detailed below at the rates quoted below:

Description of work	Estimated rate Per Day/Per KM	Brand Name/year of make	Unit	Rate in percentage above/ Below over the estimated rate (Strike out which is not applicable)	
				In figures	In words
Hiring of four Wheeler Vehicle (Tata Sumo/Similar) for Personnel Department of KHARAGPUR Division required for raising sectional speed.	Rs.560.88		Per Day		Above/ Below ----- -----
	Rs. 3.85		Per KM	Above/ Below%	-----% -----

NOTE:

- a) No special conditions will be accepted and the tender will be treated as non-responsive. In case of any conditions quoted by the tenderer the conditional tender will be summarily rejected.
2. I/We hereby bind myself/ourselves to complete the works within the time limits specified in the conditions of tender. I/We also hereby agree to abide by the General Condition of Contract and to carry out the works according to the terms and conditions of work laid down by the Railway for the present contract from the very day; I/We take over the contract.
3. I/we hereby declare that if my/ our tender is accepted by the Railway administration, within 90 days from the date of opening of Tender, the same will remain current till the

expiry of the agreement and Railway Administration reserves the right to implement all the rates or part thereof as and when necessary.

4. I/We declare that I/We possess a copy each of the S.E. Railway Schedule of Labour and Materials rates revised edition 1992 corrected up to date i.e. up to Correction Slip No.1 dated 05-9-1995 and gone through rates, regulations of tenders and contract General Conditions, Special conditions, Specifications and other particulars embodied in volume 2 of 1994 and have fully understood and agree to abide by them.

5. A sum of Rs.4,701/- is hereby forwarded as Earnest Money Deposit. The full value of the Earnest Money shall stand forfeited without Prejudice to any other rites or remedies if
 - (a) I/We do not execute the contract documents within SEVEN days after receipt of notice issued by the Railway that such documents are ready. OR
 - (b) I/We do not commence the work within 10 days after the receipt of the order to that effect.
OR
 - (c) If the documents furnished along with the tender documents, found defective/fabricated or not genuine.

6. 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.

7. I/We enclose the IT clearance certificate or a declaration to that effect as required under para 1.1.6 of the tender paper pertaining to me/us for the year.

8. I /we hereby declare that if the tender is accepted, I/We will always be ready to sign the agreement when called upon to do so by the Railways.

9. I/ we understand that the Railway Administration does not bound to accept the most favourable tender or any tender and it will not assign reason for doing this.

10. I/ We attach with money receipt /Demand daft no. _____ issued by the _____ for the remittance of the earnest money deposit of Rs. _____ (In words _____)

- 11 I /We attach herewith the relevant documents which required fulfilling the eligible condition of the tenderer. (Please tick the appropriate item)
 - i) Offer letter / tender form complete in the prescribed format.
 - ii) Cash receipt towards earnest money deposit.

iii) Income tax clearance certificate.

iv) A copy of document towards proprietorship i.e. whether sole proprietor/partnership/Private company/Limited company etc.

SIGNATURE OF TENDERER

Sr. Divl. Personnel Officer Date:
S.E.Railway, Kharagpur

FULL ADDRESS OF TENDERER WITH CURRENT BANK ACCOUNT NO. & MOBILE NO.
