

Issued to M/s.	Money Receipt No
	Date

South Western Railway

Tender document

Tender Notice No	Open E-Tender Notice No.14-CWS-MYSS-2018-19 dated 19.07.2018
Name of Work	Scraping, Cleaning and Painting of Wheel sets and Bogies and Bogie components and Scraping, Cleaning and Painting of underframe of coaches”.
Approximate Tender value	Rs. 40,60,568/-
Earnest money to be deposited	Rs.81,220/-
Cost of tender form	Rs.3,540/- (Rs.3000/- + Rs.540/- GST @ 18%)
Date & Time of closing	29.08.2018 at 15.00 hours

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IMPORTANT NOTES FOR TENDERERS

Please ensure that:

1. Offer (price schedule) page of the tender schedule is signed with full name, address contact telephone number, fax number, e-mail ID and witness filling all the blanks.
2. You have filled in all the required columns.
3. You have accepted the validity period of 90 days from date of opening of tender.
4. Do not quote special conditions of your own, as they are likely to vitiate your tender and such offer shall be out-rightly rejected.
5. Ensure that all the pages are signed, corrections neatly scored out and initialed wherever required.
6. Please do not leave any lapses, which may lead to declaration of your offer as **INVALID**.
7. The successful tenderer who has paid earnest money in any of the prescribed forms, should convert the same as part security deposit (SD), having validity more than the completion period. Balance Security Deposit for contract will also be furnished to the Railway.
8. **Precautions to be observed for downloading of Tender Document from Internet/ Website/ Additional Special Conditions:**
 - a. These additional special conditions are applicable to tender document and considered as part of it, which is downloaded from internet /website.
 - b. Tenderers may note that permitting of downloading of tender document is an added facility for convenience of Tenderers. Railways, however, reserves right to extend this facility for selected works or continue only with direct sale of tender forms. In case, tender document is not uploaded on website or download failure or delay or incomplete document downloaded, whatsoever, Railway shall not be responsible in anyway. Railway shall not be responsible for any direct/indirect loss of business / profit resulting from inability to use this facility.
 - c. The end of tender document is indicated by “**END OF TENDER DOCUMENT**” marker. Tenderer/s should carefully see that above marker appears on the last page of downloaded tender document to ensure that downloaded document is complete. Tenderer is suggested to check the integrity and completeness of document before submission.
 - d. **Corrigendum/Modification if any to this tender shall be intimated through website only. The Tenderer/s shall keep themselves updated about any modification in tender notice and tender document, issued by Railway through website and shall act accordingly. Any modifications in the tender notice/document will be uploaded in the website up to 10 days prior to the opening of the tender. It is the responsibility of the Tenderer to check any**

correction or any modifications published subsequently in Website and the same shall be taken into account while submitting the tender. Tenderer's offer is liable to be rejected if all the modifications /corrigenda along with downloaded tender documents are not enclosed.

Tenderers who have purchased the printed tender document from this office directly, should visit website or contact SSE/Contract Section, Central Workshop, Mysore South through Railway phone No. 0821-2487834 to know the status of corrigendum/ modification if any issued, during working days within working hours. Copy of modification will be issued on working days before the opening of tender which shall be submitted along with the original tender document.

9. Tenderers may carefully note that their Contract Agreement for this work is liable to be terminated at any time later, in case any of the information furnished by them is found to be untrue or any adverse point comes to light subsequently. The decision of Railway in this regard shall be final and binding.
- I. **It is brought to the notice of all bidders that manual/ offline mode of payment through Demand Draft, Banker's cheque, Cash Deposit receipts etc. shall not be available in this tender. The tenderers will have to make payment towards tender document cost and earnest money deposit in this tender through online payment modes like net banking, debit/ credit cards etc. available on IREPS portal.**
- II. **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 Concern. 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 Contractor. Partnership Deed and Power of Attorney should be duly notarized/ registered.
- III. The cancellation of any document such as power of attorney, partnership deed etc., shall forthwith 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.
- IV. The Tenderer, whether sole proprietor, a Limited Company or a Partnership Concern, if they want to act through an agent or individual partner, 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 be partner of the firm or any other person specifically authorizing him 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 the "No Claim Certificate" and refer all or any disputes to arbitration.

- V. Any other documents the Tenderer/s may like to submit in support of his credentials /scheme.

10. Tenderers special conditions:

The tenderer should normally not stipulate any special conditions while submitting his tender. In such an eventuality, Railway reserves the right to **summarily reject** such tenders without assigning any reasons whatsoever. The tenderer should submit his tender in full conformity with the tender conditions of South Western Railway, Mysore South.

Partnership deeds, Power of Attorney, Credential certificates, Letter of Authorization etc must be submitted in original or as certified true copies duly attested by a Gazetted Officer.

11. Following documents form part of the contract:

- a. Tender document.
- b. General Conditions of Contract (GCC) of South Western Railway as amended from time to time are applicable.

12. Inspection of site before tendering:

- a. The Tenderers are advised in their own interest to visit/examine all the sites of works and surroundings, before submission of their bid/offer. They may obtain, for themselves on their own all the relevant information that is necessary for preparation of bid/offer and entering into the contract. The cost of visiting the sites shall be borne by the Tenderers.
- b. Railway will provide necessary guidance to enable Tenderers to reach the sites. However, Railway will not be held responsible for any loss or damage to property, personal injury to the agent or staff of the Tenderer or costs and expenditure incurred as result of such visits.
- c. Declaration of site visit shall be **duly filled in the below given Proforma and signed for having gained sufficient knowledge regarding site conditions.**

<p><u>SOUTH WESTERN RAILWAY</u> <u>DECLARATION FOR SITE VISIT</u></p> <p>I/We hereby solemnly declare that I/We visited the sites of work personally and have made myself/ourselves fully conversant of the conditions therein.</p> <p>I/We have quoted my/our rates for various items in the tender schedule taking into account all the above factors also.</p> <p style="text-align: right;">Signature of Tenders(s) Name:- Mobile No:-</p>

- 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 work are taken into account and that the “percentage/rates he enters in the “Tender Forms” is/are adequate and all inclusive to accord with the provision in Clause-37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the engineer.

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

**For Chief Workshop Manager,
Central Workshop,
South Western Railway,
Manandavadi Road, Mysore
South 570 008.**

INSTRUCTIONS TO THE TENDERERS

1. MEANING OF TERMS DEFINITIONS AND INTERPRETATION:-In these Regulations for Tenders and Contract the following terms shall have the Definitions meanings assigned hereunder except where the context otherwise requires:-

- i. **"Railway"** shall mean the President of the Republic of India or the Administrative Officers of the South Western Railway or of the Successor Railway authorized to deal with any matters which these presents are concerned on his behalf.
- ii. **"General Manager"** shall mean the officer in administrative charge of the whole of Railway or exercising the powers of General Manager for the subject contract and shall mean and include the General Manager of the successor Railway.
- iii. **"Chief Workshop Manager"** shall mean the officer in charge of the Central Workshop, South Western Railway, Mysore South and shall mean and include the Chief Workshop Manager of the successor Railway.
- iv. **"Engineer"** shall mean the Executive Engineer in executive charge of the works of the Mechanical Dept. of Central Workshop, Mysore South, South Western Railway i.e. Production Engineer, Works Manager, AWM/Coaching and superior officers of the Mechanical Department and shall mean and include the Engineers of the successor Railway.
- v. **"Engineer's Representative"** shall mean Sr. Section Engineer or any Inspector of Central Workshop, Mysore South nominated by the competent authority and shall mean and include the Engineer's Representative of the successor Railway.
- vi. **"Tenderer"** shall mean the person/the firm/co-operative society 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.
- vii. **"Contractor"** shall mean the person, firm or company whether incorporated or not who enters into the contract with the Railway and shall include their executor's administrators, successors and permitted assigns.
- viii. **"FA & CAO"** shall mean Financial Advisor and Chief Accounts Officer.
- xi. **"Dy.CWM/MYSS"** shall mean Deputy Chief Workshop Manager, Central Workshop, Mysore South.
- x. **"WM"** shall mean Works Manager.
- xi. **"AWM"** shall mean Assistant Works Manager & **"APE"** shall mean Asst. Production Engineer
- xii. **"SSE"** shall mean Senior Section Engineer.
- xiii. **"SWR"** shall mean South Western Railway

- xiv. **“CWS”** shall mean Central Workshop.
 - xv. **“GCC”** shall mean General Conditions of Contract.
 - xvi. **FDR** shall mean Fixed Deposit Receipt.
 - xvii. **SD** shall mean Security Deposit.
 - xviii. **GSM** shall mean Gram per square meter.
 - xix. **“LOA”** shall mean Letter of Acceptance.
 - xx. **“Sqm”** shall mean square meter/s.
 - xxi. **BG** shall mean Bank Guarantee
 - xxii. **“PG”** shall mean Performance Guarantee
 - xxiii. **“RPAD”** shall mean Registered Post Acknowledgement Due
 - xxiv. **“VAT”** shall mean Value Added Tax.
 - xxv. **“EMD”** shall mean Earnest Money Deposit
 - xxvi. **“DDs”** shall mean Demand Drafts.
 - xxvii. **“PDF”** shall mean Portable Document Format
 - xxviii. **“RPUP”** act shall mean Railway Property Unlawful Possession Act.
 - xxix. **“BTC”** shall mean Basic Training Centre.
 - xxx. **“MSD”** shall mean Mechanical Stores Depot.
2. Singular and Plural Words importing the singular number shall also include the plural and vice versa where the context requires.
 3. General Conditions of Contract of South Western Railway Works contract 2014 edition as amended from time to time are applicable. Wherever the word he is mentioned, it may be read as he/she as the case may be. A contractor who has not carried out any work so far on this Railway should furnish particulars regarding:
 - (a) His financial position;
 - (b) Total contract amount received during the last 3 financial years and in the Current financial year.
 4. Guarantee bonds, Government securities (Stock) certificates, bearer bond promissory notes, cash certificates, etc. will not be accepted.
 5. When work is tendered for by a firm or company of contractors, the tender shall be signed by the individual, legally authorized representative to enter into commitments on their behalf supported by Power of Attorney & Partnership Deed in case of partnership firms.
 6. The Railways will not be bound by any power of attorney granted by the tenderer or by change 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 Contractor.
 7. The tenderer shall be required to deposit earnest money with the bid for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of the tender. The Earnest Money shall be 2% of the

estimated tender value. The Earnest Money shall be rounded to the next Rs10/-**EMD can be paid through net banking /online banking only.**

- a) **Note: 1. Railway board letter No.2015/CE-I/CT/5/1 dated 31.08.2016 has advised that the payment of Earnest Money Deposit (EMD) and Tender Document Cost (TDC), in respect of e-tendering, should be accepted through net banking or payment gateway only. Fixed Deposit Receipt (FDR) will not be accepted as EMD for tenders invited on IREPS (e-tendering).**
 - b) **2. In the IREPS website also it is brought to the notice of all bidders that manual/offline mode of payment through Demand Draft, Banker's cheque, Cash Deposit receipts etc., shall not be available against works tenders published on or after 15.09.2016. The bidders will make payment towards tender document cost and earnest money deposit against such tenders through online payment modes like net banking, debit/credit cards etc., available on IREPS portal.**
8. The earnest money for the due performance of the stipulation to keep the offer open till the date specified in the tender will be refunded to the unsuccessful tenderer/tenderers within a reasonable time. The earnest money deposited by the successful tenderer/tenderers will be retained towards the security deposit for the due and faithful fulfillment of the contract but shall be forfeited if the contractor fails /contractors fail to execute the Agreement Bond or start work within a reasonable time (to be determined by the Engineer-in-Charge) after notification of the acceptance of his/their tender.
 9. The Tenderer whose tender is accepted shall be required to appear at the office of Chief Workshop Manager, Central Workshop, Mysore South, in person, or if a firm or corporation, a duly authorized representative shall so appear and execute the contract documents within Ten (10) days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies. In the event of any tenderer whose tender is accepted refusing to execute the contract documents as herein before provided, the Railway may determine that such tenderer has abandoned the contract and thereupon his tender and the acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the earnest money and to recover the liquidated damages for such default.
 10. The facility of quoting tenders against standing earnest money or permanent earnest money has been withdrawn.
 11. Tenders unaccompanied with full earnest money in requisite form will under no circumstances be entertained and will be **summarily rejected** without further reference to the tenderer. No reference to previous deposit of earnest money and/or security deposit for adjustment against the present tender will be accepted; neither any request for recovery from any outstanding bills for earnest money against present tender will be entertained.
 12. **Time is the essence of the contract.** Contractor should plan the work in such a way so as to complete whole work within the time provided for.
 13. 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 rate

he enters in the Tender Form is adequate and all inclusive to accord with the provisions in Clause 37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

14. The Railway reserves the right of not to invite tenders for any work or works, or to invite open or limited tenders 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.
15. Every contract shall be completed in respect of the documents it shall constitute. At least 4 copies of the contract documents shall be signed by the competent authority and the contractor and one copy given to the contractor.

For Chief Workshop Manager
Central Workshop,
South Western Railway,
Manandavadi Road, MYSORE
SOUTH

ADDITIONAL INSTRUCTIONS TO TENDERERS

1. GENERAL:

- 1.1 These additional instructions to the tenderer are in addition to the 'Regulations for Tender and Contracts and Instructions to Tenderers and Conditions of Tender' of South Western Railway, wherein general instructions and regulations for tender have been specified. These additional instructions given in subsequent paras along with the Regulations for Tenders etc., of South Western Railway and General Conditions of Contract, Special Conditions of Contract, Specifications and Schedules shall govern the works to be executed under this contract.
- 1.2 The tenderers shall not add any conditions on their own either in their covering letter or in the tender documents while submitting their offer. Any such conditions if stated and if are in violation of the Railway's tender conditions, may lead to summary rejection of the offer. Railway reserves the right to reject such tenders summarily without assigning any reasons whatsoever.
- 1.3 Tenders containing erasures/alterations in the Tender documents are liable to be rejected. Any corrections made by the tenderer, if necessary, are to be attested by him clearly.
- 1.4 If a tenderer deliberately gives wrong information/ shows wrong credentials/documents in his tender and creates circumstances for acceptance of his tender, the Railway reserves the right to reject such tender at any stage and forfeit the earnest money besides suspending the business for a minimum period of one year.

SOUTH WESTERN RAILWAY

CONDITIONS OF TENDER

Tender No.14-CWS-MYSS-2018-19 dated 19.07.2018

1. For and on behalf of the President of India, **Chief Workshop Manager, Central Workshop, South Western Railway, Manandavadi Road, Mysore South-570008** invites **E-Tender** Bids for execution of work for **“Cleaning and Painting of Wheel sets and Bogies and Bogie components and Scraping, cleaning and painting of underframe of coaches”**.
2. **Only E-tendering mode is allowed and manual tenders are not allowed. Any manual tender received will not be accepted.**
2. The work is required to be completed within a period of **Four Months** from the date of issue of letter of acceptance. The Railways reserve the right to extend the contract period as per General Conditions of Contract/ Schedule of powers of South Western Railway, if necessary.
3. In all matters of dispute, the decision of the Chief Workshop Manager, Central Workshop, South Western Railway, Mysore shall be final and binding.
4. The submission of the complete offer along with valid quotation shall be deemed to comply that the tenderer has studied, understood and is aware of the full scope of the work to be done.
5. The successful offerer has to execute an agreement within **07 days** from the date of receipt of intimation from this office.
6. **RATE:** Rate shall be quoted as per details shown in the Price Schedule. The rate quoted shall be **NET and FIRM** and not subject to any variations except any statutory changes in taxes and duties as compared to quoted rates. The unit rate and total amount of each item of works shall be furnished in the Price Schedule, both in words and figures. In case of any difference in the rates quoted in figures and words, the rates quoted in words only will be considered as correct. The rate furnished shall include labour cost, material cost, transport cost etc, and inclusive of all taxes & duties to be provided and work to be done by the contractor as a whole as detailed in the scope of work of the quotation / tender document.
8. **DUTIES AND TAXES:** No payment shall be made by the Railway to the contractor separately as reimbursement of Excise Duty, Cess, Service Tax, VAT or any duties and taxes that has to be paid by the contractor for the execution of the contract work
9. **Sales Tax, Royalties, Octroi duties, Service Tax and Swatch Bharat Abhiyan tax** if any, that may be payable under any provisional Government Sales Tax Act or local Bodies Act or rules on any of the material/ services that may be used or supplied by the contractor will be payable by the contractor.
10. **EMD**
The tenderer shall be required to deposit earnest money with the bid for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of the tender. The Earnest Money shall be 2% of the estimated tender value. The Earnest Money shall be rounded to the next Rs10/-. The Earnest Money should be in cash or in any of the following forms.
EMD can be paid through net banking /online banking only.

- c) **Note: 1. Railway board letter No.2015/CE-I/CT/5/1 dated 31.08.2016 has advised that the payment of Earnest Money Deposit (EMD) and Tender Document Cost (TDC), in respect of e-tendering, should be accepted through net banking or payment gateway only. Fixed Deposit Receipt (FDR) will not be accepted as EMD for tenders invited on IREPS (e-tendering).**
- d) **2. In the IREPS website also it is brought to the notice of all bidders that manual/ offline mode of payment through Demand Draft, Banker's cheque, Cash Deposit receipts etc., shall not be available against works tenders published on or after 15.09.2016. The bidders will make payment towards tender document cost and earnest money deposit against such tenders through online payment modes like net banking, debit/credit cards etc., available on IREPS portal.**

It is brought to the notice of all bidders that manual/ offline mode of payment through Demand Draft, Banker's cheque, Cash Deposit receipts etc. shall not be available in this tender. The tenderers will have to make payment towards tender document cost and earnest money deposit in this tender through online payment modes like net banking, debit/ credit cards etc. available on IREPS portal.

The earnest money for the due performance of the stipulation to keep the offer open till the date specified in the tender will be refunded to the unsuccessful tenderer/tenderers within a reasonable time. The earnest money deposited by the successful tenderer/tenderers will be retained towards the security deposit for the due and faithful fulfillment of the contract but shall be forfeited if the contractor fails /contractors fail to execute the Agreement Bond or start work within a reasonable time (to be determined by the Engineer-in-Charge) after notification of the acceptance of his/their tender.

11. **TERMS OF PAYMENTS:** No advance payments will be made. 100% payments will be made to the contractor by **NEFT** after completion of the work against documentary evidence through **“on account bill on the basis of actual quantity of work done”** 100% payments will be made to the contractor after completion of the work against documentary evidence or the actual quantity of work done after certification supported by relevant document.
- Measurement Book duly signed by the authorized representative of Railway administration and the Contractor.
 - Joint inspection Certificate, signed by the authorized representative of Railway administration, Contractor and Officer in charge.
 - Completion Clearance Certificate signed by the concerned Officer in charge.

12. **DEDUCTION OF INCOME TAX AT SOURCE:**

In terms of new section 194-C inserted by finance Act 1972, in the Income Tax Act 1961 the Railway shall at the time of arranging payments to the contractors and / or sub-contractor (in the case of sub-Contractor only when the Railway is responsible for payment of consideration to him under the contract.) for carrying out any work (including supply of labour for carrying out any work) under the contract be entitled to deduct income tax at source on income comprised in the sum of such payments.

- The deduction towards income Tax to be made at source from the payments due to non-residents shall be continued to be governed by Section 195 of the Income Tax Act 1961.
- No Income Tax will be deducted by the Railway on payments made for supply of materials where such value of supply portion is distinct and ascertainable such as supply all relevant material as per the scope of work, the deductions towards income tax to be made at source for the payment due to non residents shall continue to be governed by section 195 of the Income Tax Act 1961.
- In terms of Sales Tax Act of the Government of Karnataka, Maharashtra, Andhra Pradesh and Goa, Railways shall at the time of arranging payment to the

contractor for carrying out any work under the contract be entitled to deduct sales tax/ VAT at source on the value of the contract at the rate prescribed by State government from time to time. However the responsibility to pay such taxes lies with contractor.

13. SECURITY DEPOSIT:

1. 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 fulfilment of the contract by the Contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the Railways may retain any amount due for payment to the Contractor on the pending "on account" bills so that the amounts so retained may not exceed 10% of the total value of the contract.
2. Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under:
 - i. Security deposit for each work should be 5% of the contract value.
 - ii. The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
 - iii. 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.
3. 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.

Note:- 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.

4. No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the contract, but Government Securities deposited in terms of Sub-Clause (1) of this clause will be payable with interest accrued thereon. (Ref: Rly. Bds It.No.2003/CE-1/CT/4/PT.1 dt.12/16.05.2006, Sl.no.2)

14. PERFORMANCE GUARANTEE:

The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of issue of LOA may be given by the authority, who is competent to sign the agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately (however not exceeding 90 days from the date of issue of LOA). In case the contractor fails to submit the requisite

PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting the EMD and other dues, if any, payable against this contract. The failed contractor shall be debarred from participating in re-tender for this work.

1. The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
 - i) A deposit of Cash,
 - ii) Irrevocable Bank Guarantee.
 - iii) Govt. Securities including State Loan Bonds of 5% 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% below market value or at the face value whichever is less.
 - xii) Also, FDR in favour of AFA/W&S/MYSS (free from any encumbrance) may be accepted.

NOTE; The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

2. The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto 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 P.G. extended to cover such extended time for completion of work plus 60 days.
3. The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
4. 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 shall, however, be released only after the expiry of the maintenance period and after passing the final bill based on "No Claim Certificate" from the contractor.
5. Wherever the contract is rescinded, the security deposit shall be forfeited and the performance guarantee shall be encashed. 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 in his/ her individual capacity or as a partner of any other JV/ partnership firm.
6. The engineer shall not make a claim under the performance guarantee except for

amounts to which the President of India is entitled under the contract (not withstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of :

- i. Failure by the contractor to extend the validity of the performance guarantee as described herein above, in which event the contractor may claim the full amount of 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 President of India.
15. The Railways will not be bound by any power of attorney granted by the tenderer or by change 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 Contractor.
16. Should the Railway decide to negotiate with a view to bring down the rates, the original offer will still be binding in case nothing materializes out of the negotiations. A declaration to this effect should be submitted by the tenderer/s along with the negotiated offer in the prescribed proforma.
17. The successful Tenderer / Tenderers shall be required to execute an Agreement with the President of India acting through the Chief Workshop Manager, Carriage Repair Workshop of the South Western Railway, for carrying out the work according to the Indian Railways Standard General Conditions of Contract (GCC) 2014 or latest and Specifications for Works and Materials of S.W.Rly.
18. All notice(s), requisition(s) such as letter of Acceptance, Intimation letter, etc., in pursuance of the contract delivered at, are posted to the contractor's place of business by registered post acknowledgement due shall be considered as received by the contractor.
19. It shall not be obligatory on the said authority to accept the lowest quotation / tender and no tenderer/tenderers shall demand any explanation for the cause of rejection of his/their tender.
20. **OMISSION AND DISCREPANCIES:** Should a Tenderer find discrepancies in, or omissions from the drawings or any of the tender forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenderers. It shall be understood that every Endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
21. The Tenderer whose tender is accepted shall be required to appear at the office of **Chief Workshop Manager, Central Workshop, Mysore**, in person, or if a firm or corporation, an authorized representative shall so appear and execute the contract agreement within seven **(07) days** after notice that the contract has been awarded to him.
22. The submission of the complete offer along with valid tender documents shall be deemed to comply that the tenderer has studied, understood and is aware of the full scope of the work to be done.
23. Every contract shall be completed in respect of the documents it shall constitute. At least 4 copies of the contract documents shall be signed by the competent authority and the contractor and one copy given to the contractor.

24. Care In Submission of Tenders:

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

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

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

(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

**For Chief Workshop Manager,
Central Workshop,
South Western Railway,
Ashokapuram, Mysore South.**

TENDER

[To be signed and returned along with Tender]

To,
The President of India,
Acting through the
Chief Workshop Manager,
Central Workshop, South Western Railway,
Mysore South – 570 008

Sir,

1. I/ We _____ have read the various conditions to tender attached hereto hereby agree to abide by the said condition. I/ We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/ We will be liable for forfeiture of my/ our EMD. I/ We offer to do the work of “**Cleaning & Painting of wheel sets and bogies & bogie components and Scraping, cleaning & painting of under frame of coaches,**” at the rates shown in the price schedule. I/ We also hereby agree to abide by the General and Special conditions of contract and to carry out the works according to the specifications for material and laid down procedures by the South Western Railway for the present contract.

2. A sum of Rs ----- (Rupees ----- Only) is deposited with -----, -----, ----- OR a Demand Draft no. ----- dtd ----- for Rs -----/- (Rupees ----- Only) issued by -----, in favour of “Sr. Asst. Financial Advisor, South Western Railway, Mysore South” drawn on any Schedule/ Nationalized Bank only towards earnest money deposit. The full value of the Earnest Money Deposit shall stand forfeited without prejudice to any other rights or remedies;

IF:

a. I/ We do not execute the contract documents within 10 days from the date of receipt of tender issued by Railways that such documents are ready.

OR

b. I/ We do not commence the work(s) within 14 days after receipt of orders to that effect, OR 10 days after the expiry of mobilization period as specified in the Special Conditions of the tender documents, whichever is earlier.

3. Until formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modification, as may be mutually

agreed to between us and indicated in the letter of acceptance of my/our offer of this work.

Yours faithfully

Name:
Postal Address:

SIGNATURE OF TENDERER
Place: _____
Date: _____

E-mail ID:-
Mobile No.:-

Fax No:-

SIGNATURE OF WITNESS:

1) Name and Address :

Signature

2) Name and Address :

Signature

(-----),
-----,

Central Workshop
South Western Railway
Manandavadi Road, Mysore South
for and on behalf of the President of India

ACCEPTANCE OF TENDER

(Not to be filled by the Contractor. The form to be a part of the contract agreement)

I accept the Tender and agree to pay to -----
----- at the rates/ costs (whichever is accepted
by the Railway to arrive at a lowest reasonable cost of work) as entered in the price
schedule of rates and quantities by the firm and as accepted by Railway administration.

Chief Workshop Manager
Central Workshop
South Western Railway
Manandavadi Road, Mysore South
for and on behalf of the President of India

Witnesses

- 1.
- 2.

THIS SHEET NOT TO BE SIGNED BY TENDERER

SOUTH WESTERN RAILWAY
AGREEMENT OF WORKS

1. Contract Agreement No. ---/CWS/MYSS/2018-19. Agreement made this --- day of -----
-- between the President of India acting through the -----, Central Workshop, South
Western Railway, Mysore South Administration (hereinafter called the Railway) which
expression shall, unless the context does not so admit include his successors and
assignees in office of the one part and ----- (hereinafter called the “Contractor”
which expression shall unless excluded by the context includes his heirs, executors
administrators, successors and permitted assignees) of the other part.

2. Whereas the Contractor has agreed with the Railway for the performance of the work
of, **“Cleaning & Painting of wheel sets and bogies & bogie components and
Scraping, cleaning and Painting of under frame of coaches”** at the rate of ----
(Rupees -----Only) per month at the total cost of Rs. ----- (Rupees ----- Only) for a
period of 24months from ----- to ----- set forth in the schedule hereto annexed up in
the General Conditions of Contract and the specifications of the South Western
Railway and the special conditions and special specifications, if any, and in conformity
with the drawings hereto annexed, if any, and Whereas the performance of the said
work is an act in which the public are interested.

3. WHEREAS the balance in the Security Deposit of Rs. ----- (Rupees ----- Only),
after adjustment of Earnest Money of Rs. ----- (Rupees ----- only) originally paid by
the Contractor vide ----- issued by ----- is at the instance of the contractor, has been
deposited vide ----- issued by ----- . The contractor has submitted bank
Guarantee bond ----- for Rs. ----- issued by ----- towards performance
guarantee.

4. NOW THIS AGREEMENT WITNESSETH that in consideration of the payments to be
made by the Railway, the Contractor will duly perform the said works in the said
schedules set forth and shall execute the same with great promptness, care and
accuracy in a workman like manner to the satisfaction of the Railway and will complete
the same in accordance with the said specifications and said drawings and said
conditions of contract on or before the ----- day of ----- and will maintain the said
works for period of ----- calendar months from the certified date of the completion and
will observe, fulfill and keep all the conditions therein mentioned (which shall be
deemed and taken to be part of this contract as if the same had been fully set forth
herein), and the Railway doth hereby agree that if the contractor shall duly perform the
said works in the manner aforesaid and observe and keep the terms and conditions,

the Railway will pay or cause to be paid to the contractor for the said works on the final completion thereof, the amount due in respect thereof, at the rates set forth in this offer/ bid.

5. It is hereby agreed and declared that all the provisions of the said specifications, Conditions of Contract which have been carefully read and understood by the contractor and the price schedule, including the general instructions contained in ___ pages thereof shall be as binding upon the contractor and upon the Railway Administration as if the same had been repeated herein and shall be read as part of these presents.

Signature of Contractor

CONTRACTOR: -----
Address : -----

Signature of Witnesses with Address to

Date: -----

Central Workshop, Mysore South
South Western Railway
For and on behalf of the President of India

Signature of Tenderer

DEVIATION STATEMENT

Clause No	Clause as per the Tender document	Deviation of the Tenderer
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SCOPE OF WORK

The contract is for

1. Scraping, Cleaning and painting of wheel sets
2. Scraping, cleaning and painting of Bogies with components
3. Scraping, cleaning and painting of Under Frame of Coaches

1. Wheels, Axles and Axle box components scraping, cleaning & painting:

- a) Wheel disc, Hub and axle of in-shop , outstation, wagon& loco wheel sets should be scraped properly to remove oil, grease, muck and dust by using suitable scraper, blades, wire brush etc.,
- b) Axles which are newly machined should be painted with one coat of zinc chromate red oxide primer
- c) After cleaning of wheel disc, hub and axles, two coats of enamel paint should be applied
- d) The axle box, axle box covers fitted to the end of axle should be painted with **two coats** of suitable paint as per shop requirement.
- e) The wheels and axles of LHB are to be scraped and cleaned thoroughly and axles only to be painted with **two coats** of suitable paint as per shop requirement. Application of primer to disc and axle whenever required
- f) **Final touch up**

2. Bogie and bogie components scraping, cleaning and painting:

- a) Bogie frames, bogie components like Brake rigging components, Lower Spring beam, Equalizing stay, brake beam, washers, swing links, BSS hangers, dashpot protective tubes, bolsters, should be scraped and cleaned properly by using suitable scrapers, blades ,brushes to remove old paints, grease, muck, mud etc., The grit blasted ICF bogie frames to be scraped, cleaned and painted with High Build Epoxy/Elastified Top Coat (Two –pack system by brush application) to the required number of coats.
- b) 1st coat of Enamel paint is to be applied on bogies and bogie components
- c) Anchor link, Equalizing stay, Brake beam, Battery box should be painted with Two pack High build epoxy paint
- d) 2nd coat of suitable paint as per shop requirement should be applied on Bogie and its components **and final touch up.**

3. Under Frame scraping and cleaning and Painting:

- a) All the loose paint, corroded surface, grease, oil, muck, mud and washing residue should be removed from the under frame components (trough floor, cross channels and sole bar by scraping and cleaning by using proper cleaning equipments like scraper ,wire brush etc.,
- b) Scraping and cleaning of inner head stock, outer headstock, auxiliary headstock, destruction tube, tubular sections etc., by using adequate equipments like scraper, wire brush etc.,
- c) After thorough cleaning of under frame and head stock components, all components shall be painted with two coats either by spraying or by brushing with suitable paint as per shop requirement. **Painting shall be done after completion of inspection of underframe by Inspection staff. Painting to be done for the coaches re-lifted and Heavy Corrosion Repair attended and Final Touch up.**

- d) All the footboards, vestibule foot plates should be scraped and cleaned to remove the mud, mucks, old paint flakes etc. **and to be painted two coats of paint as per shop requirement and final touch up.**
- e) Battery boxes, turn under, elongated holes should be scraped and cleaned to remove the paint flakes, oil, grease and corroded surface by using proper scraper, blade etc. **and to be painted with two coats of paint as per the shop requirement and final touch up.**
- f) All the other under slung components (brackets, safety brackets, body bolster, battery box fitting frames, hose pipe hanging brackets etc.) should be scraped and cleaned by using adequate scraping and cleaning equipments as per requirement, **and to be painted with two coats of paints as per the shop requirement and final touch up.**
- g) **Air brake components scraping & cleaning** :-Scraping and cleaning of old paint, dust, muck, grease and corroded surface from the feed pipe, brake pipe, BMBC, DV, Air Reservoirs, Cut Off Angle cock and all the safety brackets of pipes by using suitable blades, scraper, wire brushes etc. before offering for the inspection **and to be painted with two coats of paint as per the shop requirement and final touch up.**
- h) Coaches which are proposed for shopping out shall be attended at shop out line for any leftover painting work on the bogie as well as underframe components.
- i) The contractor shall undertake any shortfall in the work done in respective shop i.e. bogie shop, wheel shop, CL shop and paint shop
- j) The contractor shall arrange for substitution in case of absenteeism.
- k) Approximately 4 staff may be kept in readiness to undertake any unforeseen eventuality during the course of work.

Resources by Contractor

- i. Contractor shall deploy sufficient manpower to complete the work within the specified time. If the manpower deployed by the contractor while executing the work is noticed to be not completing the satisfactorily within the specified time, he has to engage more manpower in order to complete the work satisfactorily within specified time. Minimum 38 labourers and 03 supervisors should be deployed per day per coach.
- ii. The contractor should complete the work on the same day as per placing of coach/Bogie.
- iii. The Contractor should supply the safety gear to the workmen i.e. protective clothing, Industrial safety shoes, helmets and safety goggles, safety gloves and is responsible for ensuring that they use it. All the items should be supplied adequately and the staff should wear safety gear during working without fail. Any deficiency in this regard will attract penalty. If any of the safety gear is not worn by the worker, Railway Administration has the right to vacate him from the workspot.
- iv. T&P items like scrapers, wire brushes, small tools and paint brushes required for the work should be borne by the contractor.

Resources by Railways

- i. Materials required for the work shall be supplied by Railways including paints, Red-oxide primer.
- ii. Space required for the contractor for keeping tools etc., will be provided by Railways

Chief Workshop Manager
Central Workshop,
South Western Railway,
Manandavadi Road,
MYSORE SOUTH

SPECIAL CONDITIONS OF CONTRACT

1. Muck/dust generated during the course of work, after completion shall be collected and dumped in respective colour coded bins kept nearby the work place is the responsibility of contractor.
2. The gate pass will be issued for a period of 30 calendar days at a time and will be renewed every month. The Contractor shall submit the list of Employees along with their copy of Aadhar Cards, Bank Account Details, Medical Fitness certificates and ESI details at the time of obtaining work permit. The contractor shall not change the employees in between a calendar month.
3. Contractor shall post a technically qualified (Engineering Graduate) supervisor who shall be in charge of the work and be available for day to day co-ordination.
4. Contractor is liable for any damages or loss caused due to reasons on their part during execution. Permission will not be granted for work without supervisor.
5. Contractor should complete the work normally within 08 working hours and within a maximum of 10 hours depending upon any Railway work scheduled in between.
6. Inspection of Work: The authorized Railway Representative (i.e SSE/PTG & SSE Insp) shall carry out the Inspection. During checking, if the quality of the work is not up to the mark as per the scope of work, then the firm has to rework the same free of cost. The decision of the Railway Administration will be final in this regard.
7. **Registers & Records:**
 - The contractor should maintain registers mentioned below.
 - i) Labour Register:**
 - This register will be maintained to show daily strength of labour in different categories employed by the contractor.
 - ii) Work Dairy:**
 - The contractor shall maintain a work dairy duly recording the coaches offered for cleaning. The Contractor shall get the position reconciled and also signature of nominated representative of MYSS.
8. **Bill Passing Authority:** The Bill/invoice shall be submitted by the contractor after completion of every month through proper Railway bill format in triplicate at the end of completion of work with the details to the nominated representative of MYSS who will verify and certify the works executed by the contractor and submit the bills to the office of the Chief Workshop Manager/ Central Workshop, S.W.R, Mysore South for passing the bill for payment.
9. The contractor shall comply with all the provisions of the **Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & 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.
10. All the contract employees should be covered under ECA policy/ESI/group insurance. (The sum insured value should be maximum value of compensation as per ECA 1923).
11. The contract employees should follow the procedures for work permit strictly. Proper permit letter obtained from the Administration should be produced when demanded by the officials.

12. **It is obligatory on the part of every contractor to obtain a valid labour license from the licensing officer before undertaking/executing any work through contract labour. Non licensing is a punishable offence. The valid labour license should be submitted by the tenderer along with his offer.**

13. **Contractor's Responsibility for payment of wages:**

- i. **The contractor shall comply with all the provisions of Minimum Wages Act,1948, Contract Labour (Regulation and Abolition) Act 1970 and Rules framed there under and other Labour Laws affecting Contract Labour Laws affecting Contract Labour that may be brought in time to time.**
- ii. In order to ensure the fulfillment of statutory obligations, contractor shall ensure that the payment of wages of the workmen of the contractor is made only through ECS/NEFT facility in employee's Bank account and submit detail to nodal officer.
- iii. The contractor shall be responsible for payment of wages every month on a fixed date, to each worker employed by him as a contract labour and such wages shall be paid before the expiry of such period as may be prescribed.
- iv. The wages of every person employed as contract labour in each establishment or by a contractor when less than one thousand, such person are employed shall be paid before expiry of the 7th day of the month
- v. It shall be the duty of the contractor or ensure the disbursement of wages to the worker through NEFT/ECS and the printed document to be signed by the concerned staff for having received the amount, in the presence of the authorized representative of the principal employer, on a working day at the working site. The payment paid details to be enclosed for claiming bills.
- vi. The contractor has to submit details of wages (with acknowledgements) paid to his labourers while submitting bills, without these details, payment will not be made by Railways.
- vii. **The contractor shall pay the wages to the labour engaged by him not less than the rate fixed as per Minimum Wages Act as revised from time to time, according to the details that would be quoted in the Price schedule by the contractor. (Price Variation clause applicable).**
- viii. Further details/ clarifications regarding the above may be obtained in this office during the working hours on working days between 09.45 hours to 17.30 from Monday to Friday and from 09.15 hours to 13.00 hours on Saturday.
- ix. The contractor shall maintain the following registers and records;
 - a) Muster Roll
 - b) Wage slip.

14. **INSPECTION & CERTIFICATION OF WORK:** The authorized Railway representatives (SSE/PTG & SSE/Insp) shall carry out Inspection to ensure quality of cleanliness same shall be recorded in the Measurement book. During checking, if the quality of the work is not up to the mark as per the scope of work, then the firm has to rework the same free of cost. The decision of the Railway Administration will be final in this regard

15. **Delivery Schedule:** The Contractor shall complete the work as per the scope daily.

16. Penalty Clause:

- i. A penalty of Rs.2000/- per day will be imposed if the work is not completed in time and the coach is detained on this account.
- ii. Firm's staff and supervisors should have photo ID cards and should wear orange fluorescents colour uniform & safety shoes while working inside the workshop premises. Otherwise a penalty of Rs. 500/- will be imposed per day per person.

17. Provision of Water & Electricity: Railway will provide water free of cost. Electricity will be provided on free of cost for the electrical equipment used for cleaning by the contractor.

18. The contractor should ensure the safety of his labours in all respects while executing the work and for any untoward incidents and happenings inside the workshop, Railway is not responsible. Necessary identity card shall be issued by the contractor duly signed by the Railway authorities.

19. The supervision of work will be done by the authorized representative nominated by the administration.

20. The contractor will be provided storage area for keeping materials required for execution of work, but the security of the same shall lie with the contractor.

21. The contractor has to keep storage of materials as per the scope of work.

22. Mobilization period of 7 days from the date of issue of LOA will be given for the mobilization for men and materials.

23. All the equipments/ Gadgets required for carrying out the work as per the scope of work to be arranged by the contractor.

24. VARIATIONS IN QUANTITY

- i. The contract shall be operated with variation of plus or minus 25% and payment would be made as per the agreement value.
- ii. In case, increase in quantity by more than 25% of the agreement quantity is considered, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;
 - a. Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender.
 - b. Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender.

25. LABOUR

1. The age group of the worker to be deployed should be between 18 - 58 years.
2. The successful tenderer shall comply with all relevant statutes of Government including Contract Labour Regulation and Abolition Act 1970, Workmen's

Compensation Act 1973, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees State Insurance Act, Provident Fund Act, Employment of Children Act and other Labour Laws, amended from time to time. The successful bidder shall also submit indemnity to Railway administration against any claims/liabilities under these Acts. Central Workshop, SWR, Mysore is working under the obligations of Factories Act 1948, hence the contractor has to follow the rules of Factories Act.

3. The contractors shall adhere to stipulations in regard to eligibility of labour to be employed as laid down by the state Govt/Labour commissioner including payment of wages as per Govt. Rules.
4. The contractor shall be responsible for supply of IDENTITY cards engaged for the above work for easy identifications of the labourers during working hours. No separate payment shall be admissible for identity card provided to labourers employed by Contractor. The persons so engaged by contractor should have identity card issued by contractor. Copies of the identity cards are to be jointly signed by contractor and railway official [WM/AWM] and shall be submitted to IPF/MYSS.
5. The contractor shall furnish a list of manpower deployed by him along with full description, address etc. for this work prior to start of the work to the officer-in-charge of this work at CWS/MYSS and shall notify the changes there in from time to time.
6. The contractor should supply the Safety gear (PPE's) to the workmen i.e. protective clothing, industrial safety shoes, safety gloves etc., and is responsible for ensuring that they use it. All the items should be supplied adequately and the staff should wear safety gear during working without fail. Any deficiency in this regard will attract penalty. If any of the safety gear are not worn by the worker, Railway administration has the right to vacate him from work spot.
7. The Railway is not responsible to pay compensation/insurance in case the contractor's staff gets injury/an accident or in the event of death during working or in the premises. It is total responsibility of the contractor to take care and liability in such issues.
8. The persons so engaged by the contractor should be courteous, well mannered and well behaved. Railway reserves the right to ask the contractor to remove any person, if found to be unsuitable for work or on any other ground like bad conduct, bad performance etc. In such situation the contractor must remove and dismiss the concerned person and replace with a suitable person forthwith. The person so removed must not be entertained by the contractor at the site of Railways.
9. **The contractor should meet all statutory requirements under different Central and State Govt. laws and rules including payment of wages to the contract laborers, deduction of PF dues as per rules, and making insurance (ESI) of all employees so engaged by the contractor against risks of accidents etc.**
10. Contractor shall ensure that only identified and authorized persons are engaged by him to carry out the work in the premises of CWS/MYSS and they not create any nuisance or disturbances.

11. That the contractor shall not allow/entertain any outsider other than the list of labor as given as per para 3 in any form in the premises of CWS/MYSS without the specific permission of the competent authority of CWS/MYSS failing which this contract can be terminated & security deposit forfeited.
12. The contractor shall be responsible for the compliance with the provision of hours of employment regulations in respect of the labourers employed by him in the manner decided upon by the appropriate authorities. The terms appropriate authority means Central Govt. as laid down in rules in respect of hours of employment regulation 1951 and subsequent rules as issued from time to time by the State Govt.
13. The Railway shall not entertain any request or claim by the contractor's labour for any temporary/casual/permanent employment in the Railway on the basis of work done through this contract at any point of time. The contractor shall make this clear to his labourers.
14. Railway will not provide any medical facilities to the staff & supervisor engaged by the contractor.
15. Contractor shall be solely responsible for taking care of their staff & supervisor against any accident or safety risk.
16. The contractor shall remain liable for theft of any Railway material by his staff. He must take necessary proceedings against each staff to prevent such occurrence and shall reimburse the cost of any stolen material, which will be determined by the Railway administration. In the event of there being repeated cases, the contract shall be liable to be terminated by giving 7 days' notice and the contractor shall be liable for the loss of damage suffered by the administration.

26. Hours of working

Monday to Saturday:

- 1. For Bogie cleaning & painting – 06.00 hrs to 14.00 hrs & 14.00 hrs to 22.00 hrs.**
- 2. For wheel set cleaning and painting – 08.00 hrs to 17.00 hrs.**
- 3. For underframe scraping, cleaning & painting – 14.00 hrs to 22.00 hrs.**

Any change in timings will be notified in advance.

28. The employees those who are engaged by the successful tenderer shall be protected with individual Insurance coverage and the Railway Administration will not be responsible for any type of compensation payable to the contractor labourers under any grounds. The contractor shall ensure either Employees Compensation Liability Policy or Employees State Insurance (ESI) for all the contract labourers engaged by the contractors, irrespective of no. of labourers engaged by the contractor. The sum insured must be a minimum value of compensation under ECA 1923. The details of employees nominated for this contract, ESI/Insurance details should be submitted while submitting online tendering, otherwise the tender will be rejected.

Chief Workshop Manager
Central Workshop,
South Western Railway,
Manandavadi Road, Mysore South

GENERAL CONDITIONS OF CONTRACT

1. The General Conditions of Contract for Works Contracts of South Western Railway as amended from time to time are applicable for this contract. In the event of conflict between GCC and conditions of tender, the conditions of tender shall prevail.

2. **SETTLEMENT OF DISPUTES (Clause 63 of General conditions of Contract)**

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 General Manager and the General Manager shall within 120 days 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 8,18, 22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57-A, 61(2) and 62(1) to (xiii) (B) of the General Conditions of Contract or in any clause of the special conditions of contract shall be deemed as "excepted matters" (matters not arbitrable) and decisions of the Railway authority, 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.

3. **(1). Demand for Arbitration (Clause 64 of General conditions of Contract)**

- (i) 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 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 Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference be referred to arbitration.
- (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 or difference, 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.
 - (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 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 claims(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 the Tribunal.
- (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 the Tribunal having due regard to the delay in making it.

- (iv) 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 Railway 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.

(2) Obligation during pendency of arbitration

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

(3) Appointment of Arbitration Tribunal

(a) (i) In cases where the total value of all claims in question added together does not exceed Rs. 10,00,000/- (Rupees Ten Lakh 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 General Manager in that behalf. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

ii) In cases not covered by Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway officers not below JA grade or two 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 Railway officers of one or more departments, of the Railway, which may also include the name(s) of retired Railway officer(s) empanelled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager. Contractor will be asked to suggest to the General Manager up to 2 names out of the panel for appointment as the Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the "Presiding Arbitrator" from amongst the 3 arbitrators so appointed. General Manager shall complete the exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor'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 Railways for the purpose of appointment of arbitrators.

(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 General manager fails to act, without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such reconstituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

(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.

(v) While appointing arbitrator(s) under Sub-Clause (i), (ii) and (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 disputes.

(b) (i). The Arbitral award shall state item wise, the sum and reasons upon which it is based.

(ii). The 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 30 days of receipt of the award.

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

4. In case of the Tribunal, comprising of three members, any ruling or award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the presiding Arbitrator shall prevail.
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.
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 Administration from time to time.
7. Subject to the provisions of the aforesaid, Arbitration & Conciliation Act 1996 and the rules there under and any statutory modification thereof shall apply to the arbitration proceedings under this clause.

For Chief Workshop Manager
Central Workshop,
South Western Railway,
Manandavadi Road, MYSORE
SOUTH

CONSENT OF THE TENDERER FOR THE CONDITIONS OF CONTRACT

The General Conditions of Contract for works contracts of South Western Railway is applicable for this contract.

I/ We have gone through the General conditions of contract governing the performance of work covered by this Tender. I/ We have kept myself/our-selves fully informed of the provision of these General/ Special conditions.

**Contractor Compliance Self Certification
(w.r.t. Acts/Statutory regulations/rules related to contract labour engagement**

I/We..... have complied all applicable Acts, Laws, rules & regulations of Govt. of India and Govt. of Karnataka w.r.t. contract labour engagement for the month year in carrying out outsourcing contract work “**Cleaning & Painting of wheel sets and bogies & bogie components and Scraping, cleaning & painting of under frame of coaches**”.

PRICE SCHEDULE

Cleaning & Painting of wheel sets and bogies & bogie components and Scraping, cleaning
& Painting of under frame of coaches

Sl.No.	Description	Unit	Qty/4 months	Rate/Each, Rs.	Total Value, Rs.	Min. staff to be employed/day	Supervisor
1.	Scraping, Cleaning & painting of Bogie Frame & components (inclusive of GST)	Bogie	1026			22 men	1
2.	Scraping, cleaning & painting of wheel sets (inclusive of GST)	Wheel set	4200			5 men	1
3.	Scraping, cleaning & painting of under frame (including Trough floor & air brake components) (inclusive of GST)	Coach	372			11 men	1
	Grand Total						

No. of staff to be employed:- 38 staff & 3 supervisors.

(Rupees ----- Only)

NOTE:

The rate quoted shall be firm and not subject to variations for any reasons whatsoever.

The rates furnished shall include for all materials to be provided and work to be done by the contractor as a whole inclusive of all taxes and duties as detailed in the scope of work of the tender documents.

In case of any difference in the rates quoted in figures and words, the rates quoted in words only will be considered as correct.

Cleaning & Painting of wheel sets and bogies & bogie components and Scraping, cleaning and Painting of under frame of coaches

No. of staff to be employed: - 38 staff & 3 supervisors.

1. Wages and Profit Details

i]Category	ii]No. of persons	iii] Wage per day	iv] Wages per month (26 working days)	v] Wages for 4 months
skilled Labour	38			
Qualified Diploma Holder. Supervisor	03			
Total Wages for 4 months				
Contribution towards ESI @ 4.75% of the wages (for 4 months)				
Contribution towards PF				
Profit				
GST@18%				
Total Value				

2. Consumables' Details

Description	Amount
Safety Shoes @ 2 pairs per person for 38 workers + 03 Supervisors	
Socks @ 4 pairs per person for 38 workers +03 Supervisors	
Hand Gloves @ 4 pairs per person for 38 workers.	
Toilet Soap for Hand wash @ 24 nos. per person for 38 workers + 03 Supervisor	
Luminous and reflective Uniforms @ 4 nos. per person for 38 workers + 03 Supervisor.	
Total Value	

Grand Total = Total Value of Table (1) + Total Value of Table (2)

(Rupees ----- Only)

NOTE:

- i. All rates should be written in words as well as in figures.
- ii. Prices shall be quoted in whole Rupees as per details shown. The prices quoted shall be firm and not subject to variations for any reasons whatsoever.
- iii. The rates quoted shall include for all materials, labour and transport and **inclusive of all taxes (GST) & duties** to be provided and work to be done by the contractor as a whole as detailed in the scope of work and terms and conditions of the contract.
- iv. In case of any difference in the rates quoted in figures and words, the rates in words only will be considered correct.
 - v. **Financial Implication if any of the non implementation of the statutory provisions of laws governing the contract persons will be deducted from the on Account Contract Bills.**
 - vi. **The minimum wages are calculated for the following category (i.e. i) Unskilled & ii) Semi Skilled/Unskilled Supervisory as per Order dated 03.04.2018 issued by Office of Chief Labour Commissioner, New Delhi. If any changes advised by Govt. of India, the revised rates will be applicable for that period..**

“END OF TENDER DOCUMENT”