

Tender Notice No. M4/RSP 2008-09/BOXN to BOXNR/

For and on behalf of President of India, Chief Mechanical Engineer, South Eastern Railway, Garden Reach, Kolkata invites sealed Open Tenders in prescribed tender forms from reputed contractors with adequate experience & financial capability for **“Upgradation & rehabilitation of 300 BOXN wagons using IRS M-44 steel” at BCN depot, Nimpura Yard, Kharagpur division or wagon shop/Kharagpur or at firm’s premises as per convenience and request of the tenderers.**

- A. Approximate value of work- Rs. 41,74,76,700/-
- B. Earnest Money- Rs. 22,37,384/-
- C. Cost of tender documents- Rs. 10,000/-
- D. Period of issue of tender documents- 30 Days.
  - a. Date & time of closing of tender- 31.7.08 up to 15 hrs.
  - b. Date & time of opening of tender- 31.7.08 at 15.30 hrs.
  - c. Date & time of sale of tender - 30.7.08 up to 14.00 hrs.
- E. Contract period- seven months from the date of issue of LOA (including two months preparatory time).
- F. Tender to be collected from SSE/material, CME’s office/S.E.Rly./GRC/Kolkata-43.
- G. Tender box will be kept in - Material section, CME’s office/S.E.Rly./GRC/Kolkata-43.
- H. Tender will be opened in – CME’s meeting room.

### **INTRODUCTIONS TO TENDERERS.**

1. Instruction for filling the bids and documents to be attached, are detailed in tender booklet.
2. The prescribed Tender Forms (non transferable) are obtainable during up to the period mentioned at Srl. No. D. c, on any working days from the office of the Chief Mechanical Engineer/Garden Reach, S.E.RLY, KOLKATA on remittance of cost of tender forms (non-refundable) indicated at Srl. No c above, either by Crossed DD drawn in favour of FA & CAO/ South Eastern Railway/GRC on any scheduled Bank payable at Garden Reach, Kolkata or in the forms of money receipt issued by Chief Cashier/ South Eastern Railway/ Garden Reach, Kolkata in support of deposition of requisite money with him. Tenderers have to produce the money receipt in original at the time of collecting tender booklet. No tender document will be issued by post.
3. Cost of Tender Forms should be deposited under allocation no. Z-670.
4. The sealed Tender shall be deposited in the tender box placed in the office of the Chief Mechanical Engineer/Garden Reach, S.E.RLY, KOLKATA by 15.00 Hrs of tender closing date.
5. Earnest money should be deposited in the form of Demand draft, FDR, Pay Order, Bankers Cheque issued by Nationalized Bank in favor of FA & CAO/ S. E. Rly. GRC or in cash to the Chief Cashier. S.E.Rly., Garden Reach under allocation No. deposit ordinary X. EMD other than the above format is not acceptable.
6. If the date of opening happens to be a BANDH or Holiday, the tender will be opened at the same time on the next working day.
7. The tender documents will also be available in the website at [www.tenders.gov.in](http://www.tenders.gov.in), during the period as mentioned above and same can be down loaded and used as tender documents for submitting the offer. However, the Demand Draft of amount indicated above towards the cost of tender documents shall have to be enclosed separately in favour of FA & CAO/S. E. Rly. GRC/Kolkata, in addition to the earnest money while submitting the tender, otherwise, the tender will be summarily rejected.
8. Railway administration shall not be responsible for any delay/ difficulties/ in accessibility of the down loading facility for any reason whatsoever. In case of any discrepancy between the tender documents down loaded from the internet and the master copy available in the office, the latter shall prevail and will be binding on the tenderer(s). No claim on this account shall be entertained.
9. For the above work the tenderer should satisfy the following eligibility criteria. Tenders not meeting the eligibility criteria will be summarily rejected.

**Following documents need to be submitted to evaluate eligibility of contractor/tenderer:****(a) Technical Criterion:**

- I. The contractor should be reputed wagon builder or should have experience in Wagon Body Repair (superstructure and under frame) Work. For the purpose of tender evaluation similar work would mean wagon Body building or repair of superstructure and under frame of wagons.
  - (a) List of similar works completed in last 3 financial years giving description of work, organization for whom executed, approximate value of the contract at the time of award, date of award & date of (original) schedule completion of work. Date of actual start, actual completion & final value of the contract should also be given. Necessary certificates in this regard from the authorities that made the payments for three proceeding years to be enclosed.
  - (b) List of similar works on hand indicating description of work, contract value, and approximate value of balance work yet to be done, date of award.
  - (c) List of Personnel organization available on hand & proposed to be engaged for the subject work.
  - (d) List of plant & machinery available on hand (owned) & proposed to be inducted (owned & hired to be given separately) for the subject work.
- II. The Contractor shall have valid ISO 9001-2000 certification for his organization and shall provide documentary evidence.

**(b) Financial Criterion (All documentary proof to be submitted in the Technical bid)**

- I Tenderer should have completed at least one work of similar nature for a Minimum value of 35% of the advertised tender value in the last 3 (three) financial year (i.e., current year and three previous financial years). Even though the work might have commenced before the qualifying period should only be considered in evaluating the eligibility criteria. Tenderer has to produce supporting documents/ certificates from the organization with whom they have worked along with the offer. Certificates from private individuals for whom such works are executed shall not be accepted.
- II The total value of similar nature of work completed during the qualifying period and not payments received within qualifying period alone, should be considered. In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deduction is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deduction is to be considered. However, if final measurement have been recorded and work have been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility.
- III In case of composite works involving combination of different works even separate completed works of required value should be considered while evaluating the eligibility criteria.
- IV Total contract amount received by the tenderer during the last 3(three) financial years and the current financial year should be a minimum of 150% of the advertised tender value. Tenderer has to produce attested certificates from the employer/ client, audited balance sheet or turnover statement duly certified by the chartered accountant etc. along with the offer.

**Note :**

Any other information required by the tenderer can be obtained from the office of CME/GRC S.E.RLY, KOLKATA during the working hours.

Chief Mechanical Engineer  
South Eastern Railway / GRC/Kolkata  
For and on behalf of President of India.

TOP SHEET

**Name of the Work – “Upgradation & rehabilitation of 300 BOXN wagons using IRS M44 steel. ”**

**Place of work – At sick line of BCN depot, Nimpura Yard, Kharagpur Division or Wagon Shop/KGP or at Firm’s premises as per the convenience and request of tenderer.**

1. Approximate value of work- Rs. 41,74,76,700/- (Rupees forty-one crore seventy-four lakhs seventy-six thousand seven hundred only) including cost of release materials(approximate weight 5.8 tons) which is to be retained by Railway.
2. Earnest Money- Rs. 22,37,384/-
3. Cost of tender documents- Rs. 10,000/-
  - a. Period of issue of tender documents- 30 Days.
  - b. Date & time of closing of tender- 31.7.08 up to 15 hrs.
  - c. Date & time of opening of tender- 31.7.08 at 15.30 hrs.
  - d. Date & time of sale of tender - 30.7.08 up to 14.00 hrs.
4. Contract period- seven months from the date of issue of LOA (including two months preparatory time).
5. Tender to be collected from SSE/material, CME’s office/S.E.Rly./GRC/Kolkata-43.
6. Tender box will be kept in - Material section, CME’s office/S.E.Rly./GRC/Kolkata-43.
7. Tender will be opened in – CME’s meeting room.

## Number pages of Tender Document: -

Srl No	Document Name	Page Number From	Page Number To
1	Tender Notice		
2	Top sheet		
3	Declaration form		
4	Tender Agreement & instruction to tenderers		
5	General terms & Conditions (Annexure-I)		
6	Special Terms and Condition of Contract (Annex A, A1- A-4)		
7	Acceptance and deviation Schedule (Annexure-II)		
8	Annexure B		
9	Annexure-C		

1. Cost Of tender Form: Rs 10,000 /- ( Rs Ten thousand Only)
2. Tender Form Sold to \_\_\_\_\_

3. Money Receipt No & Date: \_\_\_\_\_

*Signature of Issuing Authority  
with Stamp*  
Chief Mechanical Engineer  
South Eastern Railway

DECLARATION FORM

To  
The President of India,  
Acting through Chief Mechanical Engineer,  
South Eastern Railway, Kolkata-43.

I/We \_\_\_\_\_ have read the various conditions of tender attached hereto 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 full Earnest Money. I / We offer to do the work of **“Upgradation & rehabilitation of 300 BOXN wagons using IRS M44 steel” at sick line of BCN depot, Nimpura Yard, Kharagpur Division or Wagon shop,KGP or at firm’s premises as per the convenience and request of tenderer** at the rates quoted in the attached schedule and hereby bind myself / our selves to start the work within 60 days from the date of receipt of “Letter Of Acceptance” and complete the work within the specified period. I / We also hereby agree to abide by the General and Special Conditions of Contract detailed in the Tender Schedules together with up-to-date amendments there to and to carry out the work according to the standard specifications for material and works laid down by the Railway for the present contract”.

2. **A sum of Rs. 22,37,384/- (Rupees twentytwo lacks thirty seven thousand three hundred and eighty four only)** is herewith forwarded as full earnest money. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if,

a) I / We do not execute the contract documents within (7) SEVEN after receipt of notice issued by the Railway that such documents are ready.

OR

b) I / We do not commence the work within (60) SIXTY - DAYS after receipt of orders to that effect.

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

Signature of TENDERER (s)

Contractor's Address :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date :

Signature of Witness :

1) \_\_\_\_\_

2) -

\_\_\_\_\_

Signature of the tenderer(s)

**FORM FOR AGREEMENT**

CONTRACT AGREEMENT No.

Date: .....

**ARTICLES OF AGREEMENT** made this.....day of.....Between the President of India acting through the Railway Administration here after called the "**Railway**" of the one part and ..... Herein after called the "**Contractors**" of the other part. Where as the contractors has agreed with the Railway for the performance of the work

..... set-forth in the schedule hereto annexed upon the General Conditions of Contract and the specifications of the railway and the special conditions and special specifications, if any and in conformity with the drawings hereinto annexed AND WHERE AS the performance of the said work is an act which the public are interested.

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

Contractor .....

Designation  
(Chief Mechanical Engineer,  
South Eastern Railway,  
For and On behalf of President of India)

Address .....

Date .....

Date .....

Witnesses .....

Signature of witnesses with  
address to  
Signature to Contractor

- 1)
- 2)

## ANNEX-I

INSTRUCTIONS TO TENDERER**A). DEFINITIONS:**

Throughout this tender document the following definitions shall apply: -

1. "Railway" shall mean the President of the Republic of India or the Administrative Officer of the Railway or of the Successor Railway authorized to deal with any matters which these presents and concerned on his behalf.
2. "Chief Mechanical Engineer" shall mean the Officer-in-Charge of the Mechanical Department of Railway .
3. "Engineer" shall mean the Chief Workshop Manager(wagon)/KGP/ Dy. Chief Mechanical Engineer (W)/GRC
4. "Engineer's representative" shall mean the Dy.Chief Workshop Manager(wagon)/KGP/ Asst. Works Manager, or SSE of KGP Workshop ,or nominated representative of CME/SER connected with the project.
5. The "Railway Administration" means Indian Railways, South Eastern Railway acting through Chief Mechanical Engineer, Garden Reach on behalf of the President of India.
6. The "Inspecting officer"/"Inspector" means the railway official, Engineer or his representative, nominated by the CME/CWM(Wagon)/KGP to inspect the work on his behalf .
7. The "Contractor" means the person, firm or company on whom the order for the execution of the work is placed and shall be deemed to include the contractors successors (approved by the "Railway Administration"), representative, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.
8. "Contract" means and includes the notice inviting tenders, instructions of contract, acceptance of tender, special conditions of contract, particulars and others specified or acted upon by the contractor and a formal agreement, if executed.
9. "Works " shall mean the works to be executed in accordance with the contract.
10. "Specification" shall mean specification for materials and works, Indian Railways issued under the authority of Chief Mechanical Engineer or as amplified, added to or suppressed by special specifications if any, appended to the tender form.
11. "GCC" shall mean General Conditions of Contract and standard specifications Volume – 2 issued by South Eastern Railway in the year 2001 with up-to-date correction slips as applicable.
12. "Equipment" means the material/part/component proposed to be used during the contract (the required material will not be provided by the "Railway Administration") .It shall also include spare parts for the purpose, which will not be provided by the "Railway Administration".

**B) Singular and Plural :** Words imparting the singular number shall also include plural and vice versa where the context requires.

**C) Law governing the Contract :** The contract shall be governed by the laws of "GCC " as mentioned in para-11 and amendment issued time to time.

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

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

**GENERAL CONDITIONS OF CONTRACT****TENDER ,ELIGIBILITY ,EMD, SD OTHER GENERAL INFORMATIONS**

On behalf of the President of India, Chief Mechanical Engineer, South Eastern Railway, Garden Reach / Kolkata-43 (herein after referred to as "Railways") invites sealed tenders from reputed wagon builders or the contractors having adequate experience in Wagon Body Repair (superstructure and under frame) Work for up gradation & rehabilitation of BOXN wagons using Stainless steel(IRS – M44) as set forth in the Schedule of works in **Annexure-A1** with special terms and conditions laid out in **Annexure A** and general instructions as laid out in **Annexure -I**.

1. All offers shall be submitted before the time and date fixed for the receipt of the offers as set forth in the tender papers. Offers received after the stipulated time and date are liable to be rejected.
2. If the bidders are quoting as Joint Venture or through authorization ,then all the parties should fulfill the eligibility criterion individually.

3. **Eligibility Criterion:**

Tenderer/contractor shall comply with the following eligibility criteria.

- (a) **Technical Requirement :**

The contractor shall have following minimum criterion to participate in the tender:

- i. The contractor should be a reputed wagon builder or should have experience in wagon repair work. For the purpose of tender evaluation similar work would mean wagon building or repair.
      - (a) List of similar works completed in last 3 financial years giving description of work, organization for whom executed, approximate value of the contract at the time of award, date of award & date of (original) schedule completion of work. Date of actual start, actual completion & final value of the contract should also be given. Necessary certificates in this regard from the authorities that made the payments for three proceeding years to be enclosed.
      - (b) List of similar works on hand indicating description of work, contract value, and approximate value of balance work yet to be done, date of award & original date of completion. *Incase the works are not completed during the last three years within the original date of completion the reason for the delay should be given.*
      - (c) List of Personnel organization available on hand & proposed to be engaged for the subject work. *While giving the list of personnel employed by the tenderer the educational qualification and experience of the personnel should be given. The date from which these personnel are working with the tenderer should also be mentioned.*
      - (d) List of plant & machinery available on hand (owned) & proposed to be inducted (owned & hired to be given separately) for the subject work

- (b) **Financial Requirement**

- i. Tenderer should have completed at least one work of similar nature for a minimum value of 35% of the advertised tender value in the last 3 (three) financial year (i.e current year and three previous financial years). Tenderer has to produce supporting documents/ certificates from the organization with whom they have worked along with the offer. Certificates from private individuals for whom such works are executed shall not be accepted.
    - ii. Total contract amount received by the tenderer during the last 3(three) financial years and the current financial year should be a minimum of 150% of the advertised tender value. Tenderer has to produce attested certificates from the employer /client, audited balance sheet or turnover statement duly certified by the chartered accountant etc along with the offer.

**Attention- Offers not complying the above eligibility criteria shall be considered INVALID OFFERS.**

4. In the absence of such certificates the tender may not be considered. Contractor not submitting the requisite information as above may note that his/their offer is liable to be ignored.
5. Tender papers are not transferable.
6. **Time Schedule :**
  - i. The basic essence of the contract shall be the strict adherence to the time schedule for the completion of the work as per Tender Conditions.

- ii. The time and date specified in the contract for the completion shall be deemed to be the essence of the contract and the work must commence not later than the time specified.

### 7. Earnest Money

- i. The tenderer shall be required to deposit earnest money with the tender for due performance with the stipulation to keep the offer open till such date as specified in the tender. The earnest money shall be as indicated in the tender notice. The Earnest Money shall be rounder to the nearest Rs 10.
- ii. The earnest money shall be in any one of the following forms :-
  - i. In cash to be deposited with FA & CAO, South Eastern railway / Garden Reach, Kolkata-43 (money receipt in original to be enclosed with the tender)
  - ii. Deposit receipts, pay order and demand in favour of FA & CAO, South Eastern railway / Garden reach, Kolkata-43. These form of Earnest money could be either of State Bank Of India or any Nationalized Banks. No confirmatory advice from the RBI will be necessary.
- iii. The earnest money shall remain deposited with the "Railways" for a period of at least 90 days from the date of the opening of the tender. If the validity of the offer is extended the earnest money duly extended shall also be furnished failing which the offer, after the expiry of the aforesaid period shall not be considered by the "Railways".
- iv. No interest shall be payable by the "Railways" on earnest money.
- v. The earnest money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender, any condition in any respect within the period of validity of his offer.
- vi. The earnest money of the successful tenderer may be retained as initial security deposit and balance security deposit is required to be deducted from the running bills.
- vii. If the successful tenderer fails to furnish the Performance Bank Gurantee as required and fails to execute formal agreement within 15 days of receipt of acceptance letter, then the earnest money shall be liable to be forfeited by the "Railways" .
- viii. Any tender not accompanied by the earnest money in one of the approved forms given in clause 11.(II) as above shall not be considered and summarily rejected.

### 8. **SECURITY DEPOSIT-(Clause 16 of GCC) along with amendment.**

The earnest money deposited by the successful Tenderer/Contractor be retained towards security deposit for the due and faithful fulfillment of the contract in terms of Clause 16 of the General Conditions of Contract but shall be forfeited if the successful Tenderer/Contractor fails to execute the agreement within 15 days or fails to start the work within 60 days from the receipt of the order. 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 contractors on account bills. Provided also that in case of defaulting contractor the Railway may retain any amount due for payment to the contractor on the pending 'on account bill' so that the amount so retained may not exceed 10 % of the total value of the contract. The total amount of the security deposit for the fulfillment of the Contract will be :-

- a. 5 % of the contract value
- b. Rate of recovery shall be at a rate of 10 % of the bill amount till the full security deposit of 5% is recovered.
- c. Security deposit shall be recovered only from 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.

**No interest will be paid on the said security in terms of Clause 16.(3) of GCC-2001.**

Security deposit shall be returned to the contractor after physical completion of the work and expiry of Guarantee/Warranty period as specified in tender schedule. Contractor shall submit an unconditional and unequivocal No claim certificate before release of SD to him.

### 9. Submission of Offers:

- i. All offers shall be written neatly without correction and over writings.
- ii. Any individual(s) signing the tender or other documents connected therewith shall specify whether he is signing.
  - i. As sole proprietor of the concern.
  - ii. As a partner or partners of the firm.

- iii. As a Director, Manager or Secretary of a Limited company duly authorized by a resolution passed by the Board of Director or in pursuance of the authority conferred by memorandum of association.
10. All prices and other information like document sets having a bearing on the price shall be written both in figures and words in the prescribed offer form and duly signed and stamped.
11. Offer in the prescribed form should be addressed to Chief Mechanical Engineer, South Eastern Railway /Garden Reach, Kolkata-43. The tender should be submitted in a sealed cover super scribed with the name of work.
12. Tenderers shall submit their offers made as per the Indian Railways General as well as Special conditions of contract as mentioned in this tender.
13. In case of any deviation from the requirement of tender specifications, instructions to Tender or General & Special Conditions of Contract, the same should be brought out by the tenderer in **Annexure-II**. Each page of the offer must be numbered serially, should bear the tender number and should be signed and stamped by the tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page.
14. All the copies of the annexure duly serialled and enclosed with the tender paper should be duly filled in by the tenderer and submitted along with the tender duly signed and stamped on each page.
15. The tenderer should avoid ambiguity in his offer e.g. his offer is to his standard sizes/lengths/dimensions. He should specifically state them in detail without any ambiguity. Brief descriptions such as "Standard lengths" etc. should be avoided in the offer.
16. **Local conditions :**  
It will be imperative for each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect of the performance of the contract and the cost of item of works. The "Railways" shall not entertain request for clarification from the tenderer regarding such local conditions. No request for change of price or time schedule of completion of work shall be entertained after the "Railways" accepts the offer. The tenderer can visit the place of proposed work to understand the site conditions and correct appreciation of volume of work to be done.
17. **Rate:** The prices are to be quoted by the tenderer in the offer per unit basis as given in Annexure -C. The rates quoted must be inclusive of the following :
- I. Cost of Manpower, Cost of Material, Cost of Machines, Cost of maintenance, Cost of Consumables, Cost of Supervision etc.
  - II. All statutory taxes and levies etc. of Government and local bodies like sales tax, excise duty, works contract tax, etc. as applicable and insurance including third party liability etc. **Only service Tax if applicable and paid for the contract shall be paid to the contractor on production of proof of same without any interest.**
  - III. Cost of all auxiliary equipment and consumable for completing the job.
  - IV. Any other cost direct or hidden not mentioned above.
18. **Performance guarantee :**  
The contractor has to bear a complete guarantee for satisfactory renewal of wagon walls, floors and other repairs as per the tender specification as detailed in the **Annexure A & A-1**. The renewed wagon should bear warranty of 24 months from the date of commissioning of wagon after renewal of sides and floor during which the wagon should not develop any defect on items attended attributable to bad workmanship or bad material. The contractor shall be liable for payment to railway any sum due to such defects during the guarantee /maintenance period as stated in GCC Clause 47.
- a. The successful bidder should give performance guarantee in the form of an irrevocable bank guarantee amounting to 5 % of the contract value.
  - b. The performance guarantee shall be furnished by the successful contractor 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 respect satisfactorily. The letter of acceptance has been

issued, but before signing of the agreement and should be valid up to the stipulated date of completion plus 60 days beyond that.

- c. Performance guarantee shall be released after satisfactory completion of the work and maintenance period is over. The procedure of releasing shall be same as that of Security deposit.
- d. If the contract is rescinded, the security deposit shall be forfeited and the performance guarantee shall be encashed and balance work shall be got done independently.
- e. The balance work shall be done separately without the risk and cost of the original contractor.
- f. The original contractor shall be debarred from participating in the tender for executing the balance work. If failed contractor is a JV or a partnership firm, then every member /partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/ Partnership firm.

**19. Penalty :**

Penalty as detailed in **Annexure A** shall be levied on the contractor for unsatisfactory performance of the work.

**20. Acceptance of tender:**

- i. The "Railways" may accept the tender in full or a part of the quantity offered, reject any tender without assigning any reason whatsoever and may not accept the lowest or any tender.
- ii. The "Railways" may schedule the contract so that work may be started at different places one after other and may link awarding of work to other places after successful and satisfactory execution of the work at one place.
- iii. Acceptance of tender will be communicated by a formal acceptance letter (by registered post) of the tender direct to the contractor, which may be deemed to conclude the contract.

**Splitting of Contract Quantity on two or more contractors:** In all cases of pre-decided split ordering, the following will be followed :

- i) CME reserves the right to distribute the contractual quantity on one or more of the eligible contractors. Zone of consideration of such eligible contractors will be the right of the CME.
- ii) Whenever such distribution/splitting of the contractual quantity is made, the quantity distribution will depend (in an inverse manner) upon the differential of rates quoted by the contractors (other aspects i.e. adequate capacity – cum- capability, satisfactory past performance of the contractors, outstanding contracts load for the Railway awarding the contracts, quoted contractual period vis-à-vis the contractual period incorporated in the tender enquiry etc. being same/similar) in the manner detailed in the table below :

Price differential between L1 and L2	Quantity distribution ratio between L1 and L2
Upto 3%	60 : 40
More than 3% abd upto 5%	65 :35
More than 5%	At least 65% on the L1 tenderer. For the quantity to be ordered on the L2 tenderer. TC/TAA should decide keeping in view the conditions (iii) & (iv) below

- iii) The rate of the highest eligible contractor within the zone of consideration has to be per-se reasonable to CME.
- iv) In the cases of inadequate capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take very long time) etc., CME shall have the right to distribute the procurable quantity amongst contractor with due consideration to these constraints and in such a manner as would ensure timely execution of contract in requisite quantity to meet the needs of operation, maintenance, safety etc. of the Railways, regardless of inter-se ranking of the contractor and in a fair and transparent manner with due conformity to the Principle of natural Justice and Equity.

- v) If splitting of quantity is required to be done by ordering on contractor higher than the L2 contractor, then the quantity distribution proportion amongst the contractor will be decided by transparent/logical based extrapolation of the model as indicated in Para (ii) above.
- vi) CME reserves the right to counter offer the lowest acceptable rate for bulk ordering to the higher contractor (s). In the event of rejection of such counter offer(s), CME will reserve their right to decide on the quantity distribution ratio/proportion.

**21. Effect and validity of offer :**

- I. The offer shall be kept valid for a minimum period of 90 calendar days from the date of opening of tender, within which the tenderer will not be entitled to rescind or withdraw his offer. Notwithstanding this if the tenderer rescinds his offer within the period stipulated above, the earnest money deposited by him along with the tender shall be liable for forfeiture at the sole discretion of CME, South Eastern Railway, Garden Reach , Kolkata. And in that case the tenderer shall have no further claim on the amount deposited by him as earnest money.
- II. The submission of any offer connected with the specifications and documents shall constitute an Agreement that the tenderer shall have no cause of action or claim against the "Railways" for rejection of his offer. The "Railways" shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the "Railways".
- III. Offers shall be deemed to be under consideration immediately after they are opened and until the official intimation of award of contract is made by the Railways to the tenderer. If necessary, the "Railways" will obtain clarification on the offers by requesting for such information from any or all the tenderer, in writing as may be considered necessary. Tenderer will not be permitted to change the substance of their offers after the offers have been opened.

22. There shall be no variation in rates quoted both in words and figures. In such an eventuality, the rates quoted in words will be considered for evaluation of the offer.

**23. Last Date For receipt Of the Tender**

24. The offers complete in all respect should reach Chief Mechanical Engineer, South Eastern Railway, Garden Reach, Kolkata -43

- I. not later than scheduled time for closure of tender box.
- II. The tenders received shall be opened in the presence of such of the tenderer or their representative, who may like to be present at the schedule time of opening the tender. The representative shall have letter of authority from the firm.

**25. Agreement:**

Successful tenderer(s) shall have to execute Agreement in the standard form within 15 days of the date of receipt of the "Letter of Acceptance". If the tenderer(s) fails or refuses to enter in to such agreement after having been informed in writing ,the "Railways" shall be entitled to forfeit the earnest money. He shall submit a declaration while signing the Agreement that all the employees engaged by him shall be his paid employees and Railway shall have no onus for them.

**26. Validity of the contract :**

This contract shall be valid for one year for the date of issue of LOA or as amended by Railway at its sole discretion.

**27. Indemnity( Clause 15 of GCC):**

The contractor shall at all times indemnify the "Railways" against all claims which may be made in respect of the said work for infringement of any right or Law or Act.

**28. Damage From Accidents Or Floods Or Tides:**

The Contractor shall take all precautions against damages from accidents, floods or tide or other forces of nature. No compensation will be allowed to the Contractor for his tools, plants, materials, machines and

other equipment lost or damaged by any cause whatsoever. The Railway Administration will not pay to the Contractor any charges for rectification or repairs to any damage, which may have occurred, from any cause whatsoever, to any assets during executions. No claims in this regard will be entertained.

**29. Force Majeure (To be read along with Clause 17 of GCC) :**

In the event of any unforeseen event directly interfering with the execution of works, arising during the currency of the contract, such as insurrection, restraint imposed by the government act of legislative or other authority, war, fire, floods, explosions, epidemics, quarantine restriction, strikes, lockout or acts of God the contractor shall within a week from the commencement thereof notify the same in writing to the Railways with reasonable evidence thereof. If the force majeure condition mentioned above be in force for a period of 90 days or more at any times, the Railways shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days notice to the contractor in writing. In case of such termination no damage shall be claimed by either party against the other, save and except those, which had occurred under any other clause of the contract prior to such termination.

**30. Corrupt gift and payment of commission (GCC Clause 18)**

Any bribe, commission, gift or advantage given, premises offered by or on behalf of the contractor, his agents or servants or any one on his/their behalf to any employee, representative of the Railways or any persons on his behalf in relation to the execution of this or any other contract, the Railways shall in addition to the criminal liability under the laws in force, subject the contractor to cancellation of this and all other contracts with the Railways and also to payment of any loss resulting from any such decision and the Railways shall be entitled to deduct the amount to payable from any money otherwise due to the contract under this or any other contract with this railway. Any question or dispute as to the commission of any offence under the present clause shall be settled by the railways in such manner as may be deemed fit and sufficient and Railways' decision shall be final and conclusive on the matter.

**EXECUTION OF WORK**

**31. Assignment or subletting of contract: (Clause 7 of GCC)**

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

**32. Schedule of despatch of defective wagon by the Railway.**

The 25 BOXN wagons, on which the up gradation and rehabilitation work will be undertaken, shall be delivered to the contractor by railways at the nominated places at a time for attending rehabilitation.

The contractor should have the capability to turn out at least 60 wagon in a month to complete the work in full within 7 month which also includes preparation time.

**Schedule of delivery of rehabilitation wagons by the contractor.**

The wagons, after rehabilitation, shall be delivered to the consignee in a rake form only. The rake should be formed with 25 wagons. In case of railway premises 60 wagons should be completed within a month to complete the total work within 7 months including preparation time.

**Completion period :**

The earliest possible time of completion of each activity/activities is required. Total period for completion of work is 07 month including preparation time. The Railways attaches utmost importance to timely completion and requests the contractor to take note of clause 62 of GCC.

33. **Commencement of Work & Liquidated Damages :**

- i. Successful bidder shall start the preparatory work at the site within 15 days of receipt of "Letter Of Acceptance" so as to start the work within 60 days of receipt of "Letter Of Acceptance". The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in clause 17 and 17-A of GCC, the Railway may, if satisfied that the works can be completed by the contractor within a reasonable short time thereafter, allow the contract such further extension of time as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to impose a token penalty of Rs.1000 per wagon per day will be charged on the remaining incomplete wagons of 60 nos. This will be worked out after 3 months (90 calendar days) and to be deducted from the running bills if it does not reach the target of total of 180 nos. for first 3 months. After that the same will be calculated on remaining quantity of not achieving the target of 60 wagons per month and deducted from running bills at the rate specified above.

34. **Postponement :**

The successful tender(s)/Contractor(s) shall have no claim whatsoever against the Railways if the work is postponed to a later date, closed down for completion over a longer period, suspended the course of execution or abandoned either in part or whole in the over all interest of the Railways Administration or for any reason beyond the control of Railways/Administration. The decision of the Railways in this regard shall be final and binding of tenderer(s)/Contractor(s).

35. **(Clause 19 of GCC)**

**(a) Contractor's understanding:** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered and work procedure, the character of equipment, facilities needed and manpower required preliminary to and during the progress.

**(b) Accepted programme of work:** - The Contractor should follow the programme as given in Special condition of contract. He shall submit the details of organization (in terms of Labour and supervisors) plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The machines and plant to be used should at the least conform to the minimum specified for the project in the **Annexure A-2 & A-3**. The programme of work amended, as necessary by discussions with the Engineer or his representative, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched; accordingly the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

36. **( Clause 20 of GCC)**

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

**(b) Alterations to be authorized:** - No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Chief Mechanical Engineer/Chief Workshop Manager(Wagon)/Kharagpur and the Contractor shall be responsible to obtain such instructions in each and every case in writing from the Chief Mechanical Engineer.

**(c) Extra Works:** - Such works over and above those included in the contract require to be executed at the site; the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.

37. **Instruction Of Engineer's Representative: -**

Any instructions or approval given by the Engineers' representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows:

- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power Engineer thereafter to disapprove such work or material and to order the removal or rectification thereof.
- (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm every such decision.
38. (a) **Adherence to specifications and drawings:** - The whole of the works shall be executed in perfect conformity with the specifications, drawings, scope of work and special term and condition of the contract. If Contractor performs any works in a manner contrary to the specifications and drawings or any of them and without such reference to the Chief Mechanical Engineer he shall bear all the costs arising or ensuing there from and shall be responsible for all losses to the Railway.
- (b) **Drawings and Specifications of the Works:-** The Contractor shall keep copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or Engineer's Representative.
- (c) **Ownership of drawings and specifications:-** All Drawings and Specifications and copies thereof furnished by the Railway to the Contractor is deemed to be the property of the Railway. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the railway on completion of the work or termination of the Contract.
- (d) **Compliance with Contractor's request for details:-** The Engineer shall furnish with reasonable promptness, after receipt of the Contractor's request for the same, additional instructions by means of drawing and instructions shall be consistent with the Contract Documents are reasonably inferable there-from.
- (e) **Meaning and intent of specification and drawings:-** If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements or the works the decision of the Chief Mechanical Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Mech. Engineer/Senior Divisional Mechanical Engineer who shall have the power to correct any error, omissions, or discrepancies in aforementioned items and whose decisions in the matter in dispute or doubt shall be final and conclusive.
39. **Damage To Railway Property Or Private Life And Property:- ( To be read along Clause 24 of GCC)** The contractor shall be responsible for all risk to the work and for trespass and shall made good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others on account of any negligence of contractor in connection with the works until they are taken over by the Railway and in case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments therefore to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defiance or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.
40. **Sheds, Stores Houses and Yards:- ( GCC clause 25)** The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as is requisite for carrying on the works and the Contractor shall keep at each such sheds, store houses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have access to the said

sheds, store houses and yards after reasonable notice for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable equipment necessary for the execution of the works.

41. **Provision Of Staff:-** The Contractor shall place and keep on the works at all times, efficient and competent engineer, supervisor to give the necessary direction to Contractor's workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and Labourers in or about the execution of any of these works as are careful and skilled in trades.
42. The Contractor shall at once remove from the works any agent, permitted sub Contractor, supervisor, workman or Labours who shall be objected to by the Engineer for bonafide reasons and if and whenever required by Engineer, the contractor submit a correct return showing the names of all staff and workmen employed by him. In the event of Engineer or his representative being of the opinion that the Contractor is not employing on the works required number of staff as is necessary for the proper execution of service within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect provide requisite number of staff and Labour specified Engineer or his representative within 7 days of being so required and failure on the part of Contractor to comply with such instructions will entitle the Railway to rescind the contract. Under clause 62 of GCC.
43. At least one qualified representative should be available at site whenever required by the Engineer or their representative to take instructions. In case the Contractor fails to employ the qualified supervisor as aforesaid he shall be liable to pay a reasonable amount to Railway.
44. **Inspection Registers And Records:**  
The Contractor shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer or his representative shall have access to this information at all times. Records of observations made shall be handed over to the Engineer's representative. The Contractor's representative will maintain the following registers at site.
- i) **Site Order Register –**  
The Contractor shall promptly acknowledge orders given therein by Engineer or his representative and shall make all efforts to comply with them. The Contractor shall report to the Engineer the compliance so that it can be checked.
  - ii) **Labour Register -**  
This register will be maintained to show daily strength of Labour in different categories employed by the Contractor.
  - iii) **Log Book of events –**  
All events are required to be chronologically logged in this book date and shift wise.
45. **Facilities for Inspection:-**  
The contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.
46. **Inspection:**  
**A. Material inspection:** The contractor shall submit details of the purchase documents, and test certificate of materials which will be used for rehabilitation. The contractor have to produce RDSO's inspection certificate for the raw material, CRF sections, electrode, paint, huck bolt etc. ( the materials which will be mandetorily procured from RDSO approved sources but inspection for stainless steel sheet and CRF Section will be RDSO and other raw materials, paints, electrodes, huck bolts will be RITES). Before fitment, the assembled materials(side wall, end wall etc) are to be inspected by RITES. However, Railways reserves the right to test the material further during any stage of work.

**B.** Inspection on finished wagons shall be carried out by the inspecting officer as nominated by CME/SER. Necessary assistance for inspection is to be provided by the contractor. The inspecting officer shall have the following powers:

Before any equipment or part thereof during or after manufacturing are submitted for inspection to certify that they are not in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.

- I. to reject the equipment or part thereof submitted as not being in accordance with the requirement of the tender document.
- II. to reject the whole of the installment tendered for inspection, if after inspection of such portion thereof, as he may in his discretion think fit he is satisfied that the same is unsatisfactory.
- III. The inspecting officer's decision as regards the rejection shall be final and binding on the contractor. The rejected material will be cut into pieces by the contractor in presence of Railways representatives to avoid recycling.
- IV. Measurement of work shall as laid out in the Special terms and condition in **Annexure-A4**

**47. Rejection of equipments and machines :**

- I. The contractor shall utilize modern state of the art machines and equipments from reputed vendors requiring lowest possible load.
- II. Machines and equipments shall not cause damage to wagons or the premises on which these machines and equipment operate. If in the opinion of Railway the machine is causing damage to wagon and other Railway assets, equipment should be promptly withdrawn and replaced with proper equipment and machinery.
- III. In no situation, wagon renewal should be compromised on pretext of the above.

**48.** All the Machines and equipments shall have to be owned by contractor. The Contractor shall be responsible for round the clock availability, serviceability and maintenance of these machines and equipments. These machines and equipments should be dedicated to this contract and cannot be taken out for any other job.

**49. Tools, Plant And Materials Supplied By Railway:** - The Contractor shall take all reasonable care of all tools, plant and material or other property whether of a like description or not belonging to the Railway and committed for his charge for the purpose of the works and shall be responsible for all damages or loss caused by him, his agents, permitted sub-contractor or his workmen or others while they are in his charge. The Contractor shall sign accountable receipts for tools, plants and materials made over to him if any by the Engineer or Engineer's representative and on completion of the works shall hand over the unused balance of the same to Engineer in good order and repaired, fair wear and tear excepted and shall be responsible for any failure to account for the same or any damage done thereto.

**50. Suspension of Works (Clause 36 of GCC)**

- a. The Contractor shall on the order of the Engineer suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer, if such suspension is:-
  - i. Provided for in the contract, or
  - ii. Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and or
  - iii. Necessary for the safety of the work, or any part thereof.

**51. Rates For Items Of Works: (GCC Clause 37)** The rates entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the contract and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and Labour supply including full freight of materials, stores, and all types of machinery and equipment and all apparatus and plant required on the works except such

tools plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway the erection maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or control of trespass all barriers and arrangements for the safety of the public or of employee during the execution of works all sanitary and medical arrangements for Labour camps as may be prescribed by the Railway, the setting of all work and of the construction repair and upkeep of all center lines bench marks and level pegs thereon site clearance all fees duties royalties rent and compensation to owners for surface damage of taxes and impositions payable to local authorities in respect of land structures and all material supplied for the work or other duties of expenses for which the contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, all taxes by government and local bodies and all such other incidental charges or contingencies as may have been specially provided for in the specifications.

**52. Rates For Extra Items Of Works: ( Clause 39 of GCC )**

(a) Any item of work carried out by the Contractor on the instructions of the Engineer or his representative which is not included in the accepted schedules of rates shall be executed at the rates agreed upon between the Engineer and the Contractor, before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted schedule of rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived, at the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

(b) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly heretofore mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the Chief Mech. Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Mech. Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.

**53. Handing over of works: (Clause 40 of GCC)**

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

(b) Clearance of site on completion: On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus material, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the work shall be paid, held to be due or shall be made to the Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance shall be made by the Engineer at the expense of the Contractor in the event of Contractor's failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expense of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractors property as may be on the site and due to such removal there from which removal may be effected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

QUANTITY, MEASUREMENT, CERTIFICATES AND PAYMENTS**54. Quantities In Schedule Annexed To Contract: (Clause 44 of GCC)**

The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.

**55. Quantity Variation:**

A There shall not be any variation in rate up to 25% of the ordered quantity.

B. Variation beyond 125% may be done as per instruction in vogue. (Rly.Bd's letter No.2007/CE.1/CT/18 dt.28.09.07).

I. **Price Variation Clause:** Contract duration is one year and Price variation clause will not be applicable if the price variation is up to 5 %, variation more than 5 % will be applicable as per Rly.Bd's letter No.2007/CE.1/CT/18 dt.28.09.07). Tenderers should clearly indicate the PVC formula and base price/ time in their offer.

**56. Measurement Of Works: (Clause 45 of GCC)**

The Contractor shall be paid for the works and at the rates in the accepted schedule of rates on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities of items the unit of which in the accepted schedule of rate is 100 & 1000 shall be calculated to the nearest whole number, any fraction, below half being dropped and half and above being taken as one; for items the unit of which in the accepted schedule of rate is single, the quantities shall be calculated to two places of decimals. Such measurement will be taken of the work in progress from time to time and at such intervals as in the opinion of Engineer shall be proper having regard to the progress of the works. The date and time on which "on account" or final measurement is to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or Engineer's representative) recorded in the official measurement book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance the work may be measured up in his absence and such measurement shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement book provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below : -

(a) It shall be open to the Contractor to take specific objection to any recorded measurements or classification or any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall there after be entertained regarding the accuracy and classification of the measurements.

(b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurement.

**57. Payment terms: -**

The standard payment terms subject to recoveries of any amount under the liquidated damages clause of contract will be as under:

(a) Part Payment will be made to the firm/contractor on completion of 10 wagons or more and certified from Dy.CME(W)/KGP. Bills in four copies should be accompanied with certificate of work done as per the format in Annexure-A4, must be submitted to Dy. CME / W/GRC for verification and certification for payment, submission to AFA/ EX/ GRC for checking and arranging payment through crossed cheque drawn in favour of the contractor/EFT.

(b) **Payment as above** shall be subject to any deductions of any amount for which the contractor is liable under the contract against this tender including penalty as specified in work evaluation and penalty clause in Annexure A or any other contract in respect of which the President of India is the contracting authority.

(c) **Payment through ECS/EFT**

i. Tenderer to give consent in a mandate form for receipt of payment through ECS/EFT.

- ii. Tenderer to provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account type, Bank a/c No. and Bank & Branch code as appearing in MICR cheque issued by the bank.
- iii. Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information.
- iv. In case of non-payment through ECS/EFT or where ECS/EFT facility is not available, payment will be released through cheque.

**58. On Account' Payment: (Clause 46 of GCC)**

- (a) To be governed by special conditions of contract.
- (b) Rounding off amounts: - The total amount due to each certificate shall be rounded off to the nearest rupee i.e. sums less than 50 paise shall be omitted and sums of 50 paise or more up to Re.1/- will be reckoned as Re.1/-.
- (c) On Account Payments not prejudicial to final settlement: - "On Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the (Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts not of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.
- (d) Manner of Payment: - Unless otherwise specified payments to the Contractor, will be made by cheque/Electronic clearance as specified earlier but no cheque will be issued for and amount less than Rs.100.

**59. Maintenance of the work (Clause 47 of GCC)-**

The contractor shall at all times during the progress and continuance of the work and also for the period of maintenance specified in the tender form after the date of passing of the certificate of completion by the engineer or other earlier date subsequent to the completion of the works that may be fixed by the engineer be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time at all times as often as engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works ,provided that such damage or defect is not directly caused by error in the contract documents, act of providence or insurrections or civil riot ,and the contractor shall be liable for and shall pay and make good to the railway or other person legally entitled there to when ever required by the engineer so to do, all losses, damages, cost and expenses they or any of them may incur or be put or be liable to, by reasons or in consequence of the operations of the contractor or of its failure in any respects.

**60. Completion Of Works: (Clause 48 of GCC)**

- (a) Certificate Of Completion Of Works: - As soon as in the opinion of the Engineer the works shall have been substantially completed and shall have satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a Certificate of Completion in respect of the works and the period of maintenance of the works shall commence from the date of such certificate provided that the Engineer may issue such a certificate with respect to any part of the works before the completion of the whole of the works or with respect to any substantial part of the works which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway and when any such certificate is given in respect of part shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate.
- (b) Contractor not absolved by completion Certificate:- The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Contractor from his liability to make good any defects imperfections or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instructions of the Engineer, which defects, imperfections or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor the Engineer may employ Labour and materials or appoint another Contractor to amend and make good such defects, imperfections and faults and all expenses consequent thereon and

incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

**61. Final Payment: (GCC Clause 51)**

a) Final Payment: On the Engineer's certificate of completion in respect of the works adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements of the total quantity of work executed by Contractor up to the date of completion and on the accepted schedule or rates shall be paid to the Contractor subject always to any deduction which may be made under these conditions and further subject to the Contractor having delivered to the Engineer either a full account in details of all claims he may have on the Railway in respect of the works or having delivered "No Claim" Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by form or in consequence of the works, have been satisfied agreeably and in conformity with the Contract.

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

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

d) If any portion of the work in a contract of value more than one crore of rupees be carried out by a Sub-Contractor or any subsidiary or allied firm or company, the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.

e) The obligations imposed by sub-clause (a) and (b) above are without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.

**62. Withholding And Lien In Respect Of Sums Claimed ( Clause 52 of GCC)**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole the Railway shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railway till the

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

63. **Lien in respect of claims in Other Contracts –(Clause 52A of GCC)** Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.

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

64. **Signature On Receipts For Amounts: - (Clause 53 of GCC)**-Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by any one of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor partners during the pendency of the contract it is hereby expressly agreed that every receipt by any one of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any Contractor partner so dying, for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interest.

65. **Claims:**

**(a) Monthly Statement of claims:** The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such additional work will be considered which has not been included in such particulars.

**(b) Signing of "No claim" Certificate:** The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor after he shall have signed a "No Claim" Certificate in favour of the Railway, in such form as shall be required by the Railway after the works are finally measured up and paid for by the Railways. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demand Arbitration in respect thereof.

#### DETERMINATION OF CONTRACT ,RISK & SETTELEMENT OF DISPUTES

66. **Right of railway to determine the contract: (Clause 61 of GCC)**

(i) The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or

from any other clause whatever, in which case the value of approved material at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof.

- (ii) Payment of determination of contract: Should the contract be determined under sub clause (i) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railway shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railways decision on the necessity and propriety of such expenditure shall be final and conclusive.
- (iii) The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

**67. Determination of Contract Owing To Default of Contractor: (GCC Clause 62)**

- (A) If the Contractor should –
  - (i) Became bankrupt or insolvent, or
  - (ii) Make an arrangement with of assignment in favor of his creditors, or agree to carry out the contract under a committee of inspection of his creditors, or
  - (iii) Being a company or corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or
  - (iv) Have an execution levied on his goods or property on the works, or
  - (v) Assigns the contract or any part there of other wise than as provided in Clause 7 of these conditions (GCC clause 7)or
  - (vi) Abandon the contract, or
  - (vii) Persistently disregard the instructions of the Engineer or contravene any provision of the contract, or
  - (viii) Fail to adhere to the agreed programme of work by a margin of 10 percent of the stipulated period, or
  - (ix) Fail to remove materials from the site rejected and condemned under clause 25 & 27 of GCC
  - (x) Fail to take steps to employ competent or additional staff and Labour as required under clause 26 of GCC of the conditions, or
  - (xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part there of as required under clause (28) of GCC or
  - (xii) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with the Railway.
  - (xiii) (A) At any time after the Tender relating to the contract has been signed and submitted by the Contractor, being a partnership firm, admit as one of its partner or employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ under it in any capacity whatsoever any retired Gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding any pensionable post or not, in the Mechanical Department of any of the Railways for the time being owned and administered by the president of India before the expiry of two years from the date of retirement from the said service of such Mechanical Engineer unless such Mechanical Engineer or officer has obtained permissions from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the Contractor as the case may be or
  - (B) Fail to give at the time of submitting the said tender: -
    - a. The correct information as to the date of retirement of such retired officer from the said service or as to whether any such retired Mechanical Engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or

- b. The correct information as to such Mechanical Engineer or officers obtaining permission to take employment under the Contractor, or
- c. Being a partnership firm, the correct information as to, whether any of his partners was such a retired Mechanical Engineer or officer, or
- d. Being an incorporated company correct information as to whether any of its directors was such a retired Mechanical Engineer or a retired officer or
- e. Being such a retired Mechanical Engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired Mechanical Engineer of a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the Contractor be partnership firm of 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 Mechanical Engineer on behalf of the Railway may serve the Contractor with a notice (Performa at Annexure III of GCC) 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 good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours notice (Performa at Annexure IV of GCC) 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)

**Right Of Railway After Rescission Of Contract Owing To Default Of Contractor:**

In the event of any or several of courses referred to in sub clause (1) of this clause, being adopted –

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

**68. Settlement of disputes: (Refer GCC clause 63)**

**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 GM and the GM 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, 57A, 61(1), 61(2) and 62(1) to (xiii) (B) of General Conditions of Contract (GCC) or in any clause of the special conditions of the contract

shall be deemed as 'excepted matters not arbitrable' and decision 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 and not be referred to arbitration.

**69. (1) Demand for Arbitration. – (Refer GCC Clause 64)**

- 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 GCC, 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(s) or difference (s) in respect of which the demand has been made, together with counter claims or set off given by the Railway shall be referred to arbitration and other matters shall not be included in the reference.
  - (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 claims 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 defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.
- III. No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- IV. If the contractor(s) do/does not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

**(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) (a) (i)** In cases where the total value of all claims in question added together does not exceed Rs. 10,00,000/- (Rupees ten lakhs only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be either the General Manager or a gazetted officer of Railway not below the grade of 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 GM.

**(ii)** In cases not covered by clause.(3) (a)(i) above, the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below JA grade or 2 Railway Gazetted Officer not below JA Grade or a retired Railway Officer not below the rank of SAG Officer as the arbitrator. For this purpose, the Railway will send a panel of more than 3 names of Gazetted Railway Officers of one or more departments within 60 days from the date when a written and value demand for arbitration is received by the GM of the Railway to the contractor. Contractor will be asked to suggest to General Manager up to 2 names out of the panel for appointment as 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. GM shall complete the exercise of appointing the

arbitral tribunal within 30 days from the receipt of mains of contractors' nominee. 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 re-constituted 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 dispute.

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

(ii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and interpretation of a specific point of award to tribunal within 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 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 and Conciliation Act 1996 and the rules there under and any statutory modification thereof shall apply to the arbitration proceedings under this clause.

### LABOUR LAWS

70. **Wages to Labour:- ( Clause 54 of GCC)** The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages act, 1948 (hereinafter referred to as the "said act") and the Rules made there under in respect of any employee directly or through petty Contractors or sub Contractors employed by him. If in compliance with the terms of the contract, the Contractor supplied any Labour to be used wholly or partly under the direct orders or control of the Railway whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such Labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor. If any money shall as a result of any claim or application made under the said act but directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any money paid by it as aforesaid within seven days

after the same shall have been demanded. The Railway shall be entitled to recover the same from any money due or accruing to the Contractor under this or any other contract with the Railway.

71. **Apprentice Act: (Clause 54 A of GCC)** - The Contractor shall be responsible to ensure compliance with the provisions of the Apprentice Act, 1961 and Rules and orders issued there under from time to time in respect of apprentices directly or through petty Contractors or sub Contractors employed by him for the purpose of carrying out the contract. If the Contractor directly or through petty Contractors or sub contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provision of Act.
72. **Provision Of Payment Of Wages Act: (Clause 55 of GCC)**The Contractor shall comply with the provisions of the payment of Wages Act 1936 and the rules made there under in respect of all employees directly or through petty Contractor or sub-Contractor under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer. Such Labour shall nevertheless be deemed to comprise persons employed by the Contractor and any money 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 the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract The Railway shall be entitled to deduct from any moneys due to Contractor (whether under this contract or any other contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.
73. **Provision of Contract Labour (Regulation and Abolition) Act, 1970: (Clause 55 A of GCC)**
- (i) The Contractor shall comply with the Provision of Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claim under the aforesaid Acts and the Rules.
- (ii) The Contractor shall obtain valid labour license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.
- (iii) The Contractor shall pay to Labour employed by him directly or through sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractors shall not with-standing the provisions of the contract to the contrary, cause to be paid the wages to Labour indirectly engaged on the work including any engaged by his sub-Contractors in connection with the said work, as if the Labour had been immediately employed by him.
- (iv) In respect of all Labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- (v) In every case in which by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-Contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules the Railway will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under Section 20 Sub-section (2) and Section 2, Sub-section (4) of aforesaid Act the Railway shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any

sum due by the Railway to the Contractor whether under the contract or otherwise. The Railway shall not be bound to contest any claim made against it under sub section (1) of Section 20 and Sub-section (4) of section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all cost for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

- 74. Reporting of Accidents to Labour: (Clause 56 of GCC)** The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub Contractors employed by him on the works and shall report serious accidents to any of them whenever and wherever occurring on the works to the engineer or the engineer's representative and shall make every arrangements to render all possible assistance.
- 75. Provision of Workmen Compensation Act: (Clause 57 of GCC)** - In every case in which by virtue of the provisions of Section 12 Sub-section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-Contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover any sum due by Railway to the Contractor whether under these conditions or otherwise, Railway shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.
- 76. Railway Not to Provide Quarters For Contractors: (Clause 58 & 59 of GCC)** No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the building and equipment therein as well as charges for electric current, water supply and conservancy.
- I. **Labour Camp:** The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub Contractors and for temporary crèche (Bal-Mandir) where 50 or more women are employed at a time, Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of Labour camps, either free of cost or on such terms and conditions that may be prescribed by the Railway. All campsites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.
  - II. **Compliance to rules for employment of Labour:** The Contractor (s) shall conform to all laws, bye laws rules and regulations or the time being in force pertaining to the employment of local or imported Labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty Contractors or sub Contractors on the works.
  - III. The Contractor shall take requisite precautions and use his best endeavor to prevent any riotous or unlawful behavior by or amongst his workmen and other employed directly or through the petty contractors and sub contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the works. In the event of Railway requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the contractor and if paid by Railway shall be recoverable from the contractor.
  - IV. **Sanitary arrangements:** The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway medical authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's representative or the medical staff of the Railway. Should the Contractor fail to make the adequate sanitary

arrangements, these will be provided by the Railway and the cost therefore recovered from the Contractor.

- v. Outbreak of infectious disease: The Contractor shall remove from his camp such Labour and their families who refuse protective inoculation and vaccination when called upon to do so by the Engineer or the engineer's representative on the advice of the Railway medical authority. Should Cholera, plague or other infectious disease break out, the Contractor shall burn the huts, beddings, cloths and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway and the cost therefore recovered from the Contractor.
- vi. Treatment of Contractor's staff in Railway Hospitals: The Contractor and his staff, other than Labourers and their families requiring medical aid from the Railway Hospital and dispensaries will be treated as private patients and charged accordingly. The Contractor's Labourers and their families will be granted free treatment in Railway hospital and dispensaries where no other Hospitals or dispensaries are available provided the Contractor pays the costs of medicines, dressings and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Rays etc. and for surgical operation.
- vii. Medical facilities at site: The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway medical authority in relation to the strength of the Contractor's resident staff and workmen.
- viii. Use of intoxicants: The sale of spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of Contractor of any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
- ix. Non-employment of female Labour: The Contractor shall see that the employment of female Labour on in Cantonment areas, particularly in the neighbourhood of soldiers barracks should be avoided as far as possible.
- x. Restriction on the employment of retired Engineers of Railway Services within two years of their retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer or Gazetted rank, who has not completed two years from the date of retirement, in connection with this contract.
- xi. Non-employment of Labourers below the age of 15: The Contractor shall not employ children below the age 15 as Labourers directly or through petty Contractors or sub Contractors for the execution of work.
- xii. The contractor shall be responsible for employment of its labour and be liable for observance of all statutory provision of Government. No claim for employment of labour so engaged by the contractor in Railway whatsoever ground shall be entertained.
- xiii. The contractor shall keep in force a policy/policies of insurance against all liabilities and recognized risk in respect of accident to person employed by contractor for purpose of carrying out the work under the contract. In respect of all staff engaged by him, the contractor shall be responsible against all claims under Work Men Compensation Act, labour Contract Act etc.
- xiv. No Railway pass shall be provided to staffs engaged by the contractor.
- xv. Details of employees engaged by the contractor – While signing the Agreement he shall submit a list of his employees as would be engaged by him for this work with details of names, address, phone No., Age, marital status, election ID No. etc.
- xvi. It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure (ii) granted to him by a certifying surgeon certifying that he is fit to work as an adult is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work, a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the

contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

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

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

77. The submission of a Tender by a tenderer shall be deemed to imply and taken as indicating that he has read, understood and abided by the conditions stated therein and the General Condition of Contract & Standard Specifcator'2001 Volume-2 including correction slips thereto up to the date of opening of Tenders including the Railway Board's letter 2003/CE-I/4/PT.1 dated 12/16-5-2006 & 30-05-2006 and Railway Board's letter No. 2007/CE.1/CT/18 dated 28.9.07. In case of any deviation of the items under the general terms and condition of the contract with GCC the later should be read as correct and applicable to this work.

**SPECIAL TERMS & CONDITIONS OF CONTRACT FOR WAGON BODY RENEWAL**

1. The work involves complete renewal of wagon side walls, end walls, floor plates and corrosion repairs of under frame on BOXN wagons nominated specifically for such renewal work.
2. The renewal of side walls, end walls and floor shall be done as per RDSO/LKO's guide lines and technical requirement for upgraded rehabilitation of BOXN wagons to BOXN R (with stainless steel body) No. WD-14-BOXN R - 2008 of March-08 and drawing nos. WD-07001-S-02, WD-07001-S-03, WD-07001-S-04, WD-07001-S-05, WD-07001-S-06, WD-07001-S-07, WD-07001-S-08, WD-07001-S-09, WD-07001-S-10, WD-07001-S-11, WD-07001-S-12, WD-07064-S-01, with latest alterations at the time of opening of the tender. Welding work, painting work, tolerances shall be done as per the RDSO's STR No. G-72 Rev-3. The contractor have to accept any changes incorporates due to revision/change of alteration of drawing/specification during course of rehabilitation work for the remaining quantity of wagons. Major dimensions of end wall and side wall as mentioned in the drg. Are for guidelines of the contractor. This may vary for some wagons. The contractor should be ready to adjust the same.
3. Materials used for such renewal & repair work must conform to above specifications, drawings & technical bulletin. The bills, brochures etc specifying the materials (steels, electrodes, paints rivets etc.) shall be shown to engineer on demand to assess their suitability & conformance to specifications. Material not meeting specifications will be rejected at all cost of the contractor. Railway representative will have access to check daily the tools, quality of materials & consumable to be used by contractor for executing this work. the record of tools & consumables shall used by the contractor's staff also be recorded by the contractor's supervisors on a daily basis.
4. The rebuilding work will be carried out in BCN depot, Nimpura, Kharagpur or wagon shop, KGP or at firm's premises as per convenience and request of tenderer. However this may be shifted to any location in Kharagpur incase railway feels the need for the same.
5. In addition to replacement of side walls, end walls and floor in wagons there may be a need for replacement/repair of sole bars, head stocks, cross & longitudinal channels in the under frame which must also be attended before attending the replacement of end walls side walls & floor. Railway reserves the right to inspect separately the repair of under frame work. Joint inspection between Railway & Contractor will be done before undertaking the under frame work and again after completion of under frame repair but before undertaking body repair. This will be recorded in a separate register.
6. The contract duration is for seven months including two months preparatory time. The contractor should aim at attending 300 wagons in this time period. 25 wagons rake will be available in line for under taking conversion work at a time. The contractor is required for repair & upgrade a minimum number of 60 wagons in a month.
7. Contractor should liaise with concerned railway officials for timely placement of wagons identified by railway for such renewal at worksite and draw out of wagons after repair from the worksite. Contractor shall also keep a representative during maintenance for liaison. He shall liaise with railway for any instruction, clarification etc., he should maintain adequate mobile communication with railway at all times and he should carry mobile phone at all time, the numbers of which shall be given to railway-Administration and Depot-In-Charge.
8. The contractor have to fabricate and erect at least 6 manipulators at site and shall use manipulators for such repair & renewal. Detail work procedure is given in **AnnexureA-1**. The contractor have to employ 5/6 huck bolting equipment at site for timely completion of work.  
The contractor have to use electrode drying oven and insulated electrode holders to keep the electrodes warm and dry during welding.
9. List of M&P to be given by the Railway for this work is given in Annexure A-3A. No other machine, plant, tooling consumable will be supplied by railway for this work. Contractor shall have to arrange all materials, machine, tooling & consumable for this work as per the specification of the railway as laid down in this contract. Railway will provide lighting arrangement at the proposed site.

10. **Scrap generated during the subject work shall be retained by the contractor. No cost of transportation is to be borne by railway to transporting the scrap. Approximate weight of released material is 5.8 tons. Value of this released material, which shall be retained by the contractor, should be kept in account by the bidder while quoting.**

Contractor should preferably bring assembled side wall/end wall and cut to size material for the other work to the work site to avoid any need of generation of scrap during rehabilitation/renewal.

Total accountal of scrap shall be done under the supervision of Rly. Officials .

11. Stenciling of tare weight on wagon body after painting shall be done after weighment of repaired wagon in the Weigh Bridge at KGP yard. Contractor shall liaise with Engineer's representative for carrying out this stenciling after weighment.
12. Before under taking repair of the wagons the wagon shall be inspected jointly by the nominated representatives of Engineer & contractor, to identify additional items of attention to sole bar, head stock, longitudinal & cross members of the under frame. The observations should be recorded in the order book kept both with the Engineer & contractor's representative, format for which is given in Annexure-A4. Additional items of attention identified extra which other wise missed detection during inspection should also be attend after those are brought to the notice of engineers nominated/authorised representative & got approved & noted in the order book before attending. In no case the additional items of attention detected during repair should be left unattended.
13. Nominated representative of engineer shall inspect the repaired wagons before these wagons are drawn out from the worksite. Engineer's representative shall check the conformance of the items of work as recorded in the order book mentioned in earlier para. He shall also inspect the quality of work & specifically observe adherence to repair procedure mentioned in G-70 with latest corrigendum & amendments.
14. The contractor should take utmost care to ensure that no damage to the wagon is done during /renewal work & should identify railway for such damages & property while in their custody.
15. The work shall be carried out without affecting the Railway working & in consultation with Engineer or his authorised representative.
16. The work is to be carried out on railway yard lines & therefore every precaution shall be taken by the contractor to protect the labour, materials, tracks & rolling stocks. Contractor should adhere to all safety rules pertaining to railway working in yards & maintenance sheds, like placing stop board, clamping points etc.
17. The Contractor shall furnished complete detail of the personnel to be deployed with supervisors(s) giving the working timing. The name/list of all the employees along with supervisor should be submitted to Dy. CME (W-POH) / KGP or Sr.DME /KGP or his authorised representative before starting the actual work.
18. The contractor should issue identify badges to all his labour engaged to carry out the work, including the supervisor. These identity badges should be so carried that they can be worn by contractor labour on left side of the chest at the place of work or during their presence on Railway Premises.
19. The contractor should ensure that the work site is kept free of scraps & litters to enable proper inspection of work. it should ensure compliance of safety procedures in working to prevent personal injury & loss of railway property.
20. The Railway shall not guarantee availability of protected storage space or office space for contractor's use. However facilities, if available at the site ,which can be spared to the contractor for his office & storage of materials. Contractor shall liaise with railway for getting these facilities if available. The contractor should arrange round the clock guarding & security of its material & machines etc. kept at the work site & accommodation if spared by railway for use by the contractor. Railway shall not be responsible for any loss of material or stores belonging to the contractor kept at the worksite for this work. The Railway shall provide covered shed for assembly of wagons only(say for 4/5 wagons).
21. All direct or indirect costs & obligations pertaining to employment of specialized manpower & equipment shall be born by contractor.
22. **Work evaluation & penalty:**  
A. Evaluation of quantum of work shall be done as per the format in Annexure-A-4. This shall form the basis of payment and should accompany the bill.

B. Bills shall be cleared for payment for wagons which pass final inspection.

**Penalty.**

Irreversible damage to the wagons cause by careless working or improper working procedure by the contractor staff or bad quality work which could not pass final inspection even after repeated repair/attention by contractor shall attract penalty as specified under clause **"Damage To Railway Property Or Private Property" of Annexer-1.**

**Work performed at railway premises :**

Contractor will be given a working inventory of 25 wagons and the inventory will be replenished/recouped every week or earlier as required. Penalty will be imposed as per the Liquidated damage clause described earlier.

- a. Holding of wagon for repair & renewal beyond this period shall have to be paid by the contractor to the railway unless otherwise such extra period of detention is regularize by Engineer with reason on case to case basis depending on merit of each case.
- b. Maximum 15 days custody period shall be reckoned as the period between joint inspection before commencement of repair and final inspection excluding the period lost due to removal of wagon for weighment for stenciling of tare weight.

**Work performed at firm's premises:**

A rake of 25 wagons will be given to Contractor for the work. On production of final Inspection call after completing the work, another rake of 25 wagons will be given further for attending work. Penalty will be imposed as per the Liquidated damage clause described earlier.

**Annexure-A1**

**I. SCOPE OF WORK:**

Scope of the work covers the following.

1. Inspection with authorized Engineer's representative to assess the quantum of repair to be done.
2. Stripping the wagon side wall, end wall, doors & floors by cutting of rivets pneumatically.
3. Cleaning & de-rusting of under frame.
4. Cutting of the additional items of attention like sole bar, head stock, cross & longitudinal members as identified during joint inspection with engineer's authorized representative.
5. Removal of such scrap & debris to nominated place identified by the engineer & stacking these scraps in properly & orderly manner for disposal.
6. Fabrication & assembly of side walls, end walls, floor & other under frame members with new stainless steel sheets, CRF sections (to be purchased from approved sources of RDSO and documents should be produced on demand) etc as per approved specification & drawing. Complete welding work ON WAGON TO BE DONE ON MANIPULATOR TO ENSURE DOWN HAND WELDING.
7. Removal of stripping of old paints & painting as specified below with approved primer and paint as specified in the work procedure.
8. Lettering & Stenciling of legends in the wagon as specified in work procedure.
9. Post repair inspection for payment certification.

**II. WORK PROCEDURE:**

The rehabilitation of BOXN wagon body by using CRF section and sheet of stainless steel (IRS:M-44) will provide additional strength to body and reduce corrosion. The volume will also increase to fully utilize the capacity upto 22.9t axle load for coal. The following instructions should be followed :-

- A. To ensure good quality of welding, it will be necessary to install the wagon on manipulators for under taking this work so that horizontal down hand welding is done as far as possible. The renewal & repair work shall be done as per RDSO STR WD-14-BOXNR -2008 of March 2008.
- B. Preferably BOXN Wagons in age group 13-16 years should be taken up for rehabilitation unless condition of a particular wagon so dictates.

**C. Work Details:**

**Stripping :** The stripping of wagons body structure (Side & End panels, Door etc.) shall be carried out as per following :

Stripping : Detach the doors of wagons by removing its cotter pins and other attachments to the body structure.

Trim the side and end top copings and disconnect the side and end panels joined at corner stanchion at top.

Trim off the side and end panels from the crib angles.

Cut all the rivets of corner stanchions, side and end stanchions by gas or other suitable mechanical means.

Lower the body structure by means of crane or other suitable means and placed on the floor.

Trim off the crib angles from the side and head stock.

Remove the floor plate from the under-frame.

#### **Cleaning of Underframe:**

Cleaning of the underframe can be carried out by placing the underframe on trestles. Both cleaning and de rusting can be carried out simultaneously. The members are to be made rust free by scrapping and hammering so that it can be checked if any member is heavily corroded or deformed requiring rectification. Surface cleaning shall be to St3 as per IS 994:1981(or latest)

**2. Under frame repair:** please refer chapter 5 of "Maintenance Manual for Wagon"(March 2001 or latest).

I) The wagon taken up for rehabilitation will have to be checked for camber before rehabilitation. The camber of the wagon under frame should not be sagging. Before repairing of the under frame of the wagon it will be shot blasted or mechanically cleaned so that all scales, rusts etc. is removed.

After that the under frame is to be inspected in respect of the following: -

i) Cracks ii) Alignment and iii) Replacement of members.

#### **Cracks:**

If any crack is found in the member of the under frame , the same should be rectified as below-

a) In case of horizontal crack, it is to be drilled out at both ends and cracked portion gouged out and welded properly.

b) In case of vertical cracks, strengthen the cracked portion by patching.

#### **Alignment:**

The under frame is to be inspected for its proper alignment and any deflection of its member either in form of sagging or buckling should be rectified as per chapter 5 of "Maintenance Manual for Wagon"(March 2001 or latest).

#### **Replacement:**

On the basis of physical condition of the members these will be replaced with new one.

Additional cross members (cross ties) are to be provided to strengthen the under frame and make integrated structure of body and under frame as shown in drawing No. WD-07001-S-04, Alt-1. The repair work of under frame/ welding shall be carried out with the help of manipulator to ensure down hand welding.

II) As Nos. of stanchions on side wall has been increased to 9 from 6, the location of holes for fitment has been changed. Hence, sole bar is to be strengthened to take additional load and to compensate for the loss of strength due to additional holes as per drawing No. WD-07001-S/05, Alt-1.

III) Generally sole bar over the doorway are found corroded. As such a protection plate of size 3.15 x295x1384 mm & material to IS: 1079 Gr `O' with cu shall be welded on the sole bar over the door way portion on all the wagons as shown in RDSO's drg. No. WD-80007-S-14.alt-20 When the thickness of the web of sole bar is reduced by more than 2mm but less than 5mm, then a 5mm thick protection plate of size 240x1454mm to IS:2062 Fe 410 CU WA shall be welded. Before application of protection plate, sole bar outer surface shall be thoroughly scrapped & cleaned of rust, scale or dirt and properly dressed. On provision of protection plate, the existing 5 mm thick door hinge packing (item -16 of drg. No. WD-90007-S-01,alt.13) shall be replaced by a packing of suitable thickness so that dimension 46 is maintained as shown in section-ZZ of Drg. no. WD-90007-S-01,alt.13.

IV) When sole bar web thickness is found to be less than 4mm, it shall be replaced by a new one to drg. No. WD-80007-S-14. (ALT-20)

#### **V) Repair of Head stock and Cross Bars:**

a) Slightly bent members or portion as the case may be , are heated in position and straightened by means of straightening device or by applying blows with sledge hammer. To carryout this repair, the CBC assembly is to be stripped off.

b) Heavily bent members should be stripped from the under frame, straightened and fit.

- c) If any defect is noticed in sole bar of the under frame, then it should be rectified as below: -  
 Cracks at web flange to be given proper repairs by electric arc welding. Cracks extended up to web should be duly supported with plain or flanged patch, as the case may be.  
 In case there are more than two joints, the complete sole bar should be replaced.  
 Slightly bent sole bars should be repaired by local heating and straightening. If flanges are only bent, the same are straightening by a jawed crow bar.  
 In addition to above repair work, the under frame should be modified and strengthened (Sole bar etc.) to RDSO drg. No WD-07001-S/04,alt-1 or latest alteration.

### 3. Wagon Body Renewal

i) **Body side wall** – complete Body side arrangement including side stanchion, top coping, side panels etc. shall be replaced with new body arrangement as shown on RDSO's drg. No. WD-07001-S/08, Alt-1. The body side complete (with two doors opening of each side wall) shall be manufactured separately ensuring the camber of the side wall to match with under frame in a suitable welding fixture to facilitate down hand welding.

ii) **Body end wall**-Complete body end arrangement shall be replaced with new one as per RDSO's drg. No WD-07001-S/10, Alt-2 or latest. Material specification of different items is given in the drawing. The body end complete shall be manufactured on a suitable welding fixture to ensure down hand welding & then assembled with the under frame. However, for assembly of corner stanchion with body side Para 3.v will be followed.

iii) **Flap Door:** The middle doors of side walls are closed. On each side wall end flap doors (2Nos.) complete shall be replaced by a new flap doors as shown in RDSO's Drg. No. WD-90007-S-1, alt-13 but door frame shall be made of stainless steel CRF section as per RDSO's drg. No. WD-07064-S-01, alt-Nil, the material specifications of door flap, hinges & door pin will be IRS M-44.

iv) **Floor Plate:** Generally floor plate at certain location is sagged due to wide span of floor supporting under frame members. Therefore, additional 30 nos. cross ties of ISA 75x75x8 are to be provided as shown in RDSO's Drg. No. WD-07001-S-04, Alt 1. Floor plate of BOXN wagons shall be replaced with new IRS: M-44 steel plate. The size & method of welding the floor plate with crib angle, sole bar & head stock is shown in RDSO's drg. No. WD-07001-S-04. ALT-1.

#### v) Assembly of body

Before starting the assembly of body the sealants should be provided at the following locations:-

1. Joints of sole bar and side stanchion.
2. Joints of headstock and end stanchion.
3. Joints of sole bar/head stock and corner stanchion.
4. Joint between door hinge foot and sole bar.

The sealants based on polysulphide and/or Polyurethane coal tar should be used. The sealants should be highly electrometric and should possess good resistance to chemicals, acids, alkalis and ultraviolet rays. Name of few sealants are available in WD-14-BOXN R-2008.

The assembly of body structure should be carried out as detailed below: -

- (a) Make sure that holes for Huck/Lock bolting is carried out at strengthened sole bar location and headstock location to drg. No. WD-07001-S-05,alt-1 and WD-07001-S-11,alt-1 respectively.
- (b) Put the side wall assembly and end wall assembly on under frame and be sure that holes of side and end stanchions coincide with the holes of sole bar and head stock. After ensuring it, fix the side and end stanchion temporarily by means of nut and bolt then tack weld the side wall and end wall with the corner stanchion.
- (c) Check all the controlling dimensions of side wall and end wall, if found satisfactory or within the limit, weld the side and end wall sheets to corner stanchion and huck bolt the side stanchions with the sole bar after replacing the nut and bolt.
- (d) Huck bolt the four corner stanchions with under frame to drg. No. WD-07001-S-10,alt-2.

- (e) After completing the body assembly, provide top corner gusseting as per RDSO Drg. No. WD-07001-S-10,alt-2. The tolerance on inside dimensions of wagon and on other dimensions shall be as per Appendix -I of G-72 (Revision-3) along with amendment 1.
- (f) Modified doors of IRS M-44 to be fitted and ensure for proper opening and locking of the doors.

#### **Huck/Lock Bolting:**

Entire Huck/Lock bolting is to be done with zinc plated/galvanized Huck/Lock bolts having a minimum yield strength of 250N/mm<sup>2</sup>.

- 4. Flatness-** Edges of sheets & strips must be made flat before use. Out of flatness of sheets & strips after fabrication shall be according to table no. 6 of IS specification no. -7215 "Specification for hot rolled carbon steel sheets & strips". No increase in out of / flatness is, however, permitted due to welding distortion.

#### **PAINTING AND FINISHING:**

##### **Body (IRSM-44) & Under frame:-**

- (i) Degrease with petroleum hydrocarbon solvent to IS:1745-78 (or latest), low aromatic grade 145/205 or any other degreaser( suitable for IS:2062/IRSM-44).
- (ii) Surface preparation:- Clean the parts to achieve surface finish to Min. St3 as per IS 994:1981(or latest) and clean the surface by using compressed air or any other suitable means like brush etc .Apply one coat of Etch primer to IS:5666-70 (or Latest) to minimum DFT of 10 microns and air dry.
- (iii) Apply 2 coats of Epoxy zinc phosphate primer (two pack) to RDSO spec No. M&C/PCN/102/2005(or latest) to a minimum DFT of 120 microns within 02 hours on surface coated with Etch primer.
- (iv) Apply 2 coats of polyurethane based Red Oxide (ISC:446), (two pack) to RDSO spec No. M&C/PCN/109/88 (or latest) to a minimum DFT of 80 microns.
- (c) The painting of under frame members shall be as given in Para 11.2.5 of G-72, Rev.-3 (with Amendment no. 2 of Jan'08).
- (d) Precautions before and after painting shall be observed as detailed in Para- 11.2.2, 11.2.3 and 11.2.4 of specification of G-72, Rev.-3 (with Amendment no. 2 of Jan'08).

##### **5. Welding (Ref-G-72 rev-3,Amendmend-1 or latest Para 8)**

- i. Details of the edge preparation for welding shall be in accordance with IS:9595-1980 "Recommendation for Metal Arc Welding of Carbon Manganese Steels'
- ii. Only those electrodes & wire-flux combinations which have been approved by RDSO shall be used for welding. Electrode types to be used for joining different materials shall be as specified in RDSO technical bulleting G-72 rev- 2 Appendix-II & Appendix-6
- iii. Welding gas or electric, where called for, shall be performed in an approved and workmanlike manner. All welds hall be homogenous & show physical properties similar to those of parent metal. Finished welds shall be perfectly free from all defects such as proposity, burnt metal, inclusions etc & shall present as smooth appearance.
- iv. When the welded joints are inspected no defect especially due to the use of equipment and /or filler material shall be accepted. After welding the welded parts or assemblies should correspond to the dimensions required as mentioned in drawings.
- v. Instructions during welding (Ref-G-72 rev-3, Amendmend-1 or latest Appendix-iv)**
  - a. Welding shall be done in down hand position only as far as possible. In case when down hand welding is not possible horizontal or vertical position will be done by using fixture & manipulator to reduce distortion during welding & to ensure proper welding position for welding operator.

- b. The surface to be welded shall be cleaned prior to welding to remove rust, scales. Paint oil or grease by wire brushing or suitable manual cleaning.
- c. Proper welding sequence should be followed to reduce interval stresses & hence, to reduce warpage of structure.
- d. For all filler & butt welding, root run should be complete by lower dia (3.15/4.00mm) electrode followed by higher dia (5.0 mm) electrode.
- e. To ensure sound fit up, minimum amount of tack welding will be provided. Tack weld shall be 4 times the parent material thickness & equal in quality to the finished welding.
- f. All slag & flux will be removed before applying subsequence run-pass.
- g. Electrode/wire and flux shall be heated as recommended by the manufacturer. After heating they will be kept in an electric oven around 110 degree C to avoid any moisture pick up. Interpass temperature should not exceed 150 degree C.
- h. The current & voltage range shall be as recommended by the manufacturer of the electrode/wire.
- i. All defects like porosity, cracks & blow holes etc that appear on the weld surface shall be removed by grinding , gauging or chipping & re-welded. Subsequence pass will be applied only when the earlier pass is free of all defects.
- j. After welding the grooved side, the other side will be gauged by chipping to clean off all slag and flux & one of welding will be given.
- k. Extension plate at the beginning & end of butt joint shall be provided whenever possible .
- l. Scallops to prevent cross welding shall be provided.
- m. Fillets welds terminating at the ends or sides of parts or member should be retuned continuously around the corner for a distance of not less than the leg length of the weld.
- n. Standard gauge should be prepared for checking or filler metal thickness.

## 6. OTHER TECHNICAL REQUIREMENTS

- i. The camber of the rehabilitated wagon to be retained as far as possible to close to original BOXN wagon ( $6 \pm 2$ mm).
- ii. The specification of the material shall be as specified in the drawing.
- iii. The method of fabrication for Sub-assembly & components thereof shall be same as indicated in latest particular specification of BOXN wagon.
- iv. All other requirements regarding standard specifications, use of alternatives, as made drawings etc. will be the same as indicated in latest particular specification of BOXN Wagon.
- v. Latest particular alterations, amendments & specifications shall be referred as to latest specifications alterations & modifications published by RDSO as on the date of opening of the tender.

## 7. Inspection of rehabilitated wagon

The entire rehabilitated wagon will be inspected & replacement made there in along with measurement recorded in separate measurement book. The contractor will provide all the facilities to the inspecting officer.

## 8. Misc.

1. The entire work including the railway track shall be kept free of any obstruction by the contractor for placement of wagon for repair and removal of wagons after repair.
2. The contractor's nominated representative / supervisor in charge shall liaise with the SSE (C&W)/ nominated representative of the railways of accumulated scrap and its removal.
3. Contractor shall supply all machines including adequate spares, consumable of adequate stock & equipments as per the tender specification & ensure their day to day maintenance & supervision so that work is done in safe & efficient way.
4. The resources required for the contract such as Manpower, Machines, materials etc shall be in minimum scale as per **Annexure-A2, A3A, and A3B.**

**Annexure – A2**

List of M&P and Tooling Required for the project will be decided by the contractual team.

**Annexure-A3-A****M & P to be given by the Railway**

List of Heavy M & P		
Sn	Name of the Machines	Quantity *
1	Clean site	
2	Electricity and Lighting at work place	As required for the work.
3	Rail Crane of suitable capacity(not more than 20 tons)	1
4	Sling / Chain capacity 15 T	1
6	Compressor if required	1

Contractor shall reduce the cost of Electric supply, EOT crane ,Compressor and space for (2/3 wagon birth under shed) before quoting the tender. The availability of the above M&P including crane will be decided during negotiation.

**Annexure-A3-B****Manpower resource Specification:**

1. Project manager- Should preferably be a graduate or diploma engineer with 15 to 20 year experience in planning & organizing activities. He shall be responsible for setting facilities on empty land, devise system & work methodology.
2. site manager- Should be a graduate engineer or diploma engineer with 5-10 year experience. He shall be responsible of quality control & hence should be able to interpret RDSO instruction and drawing correctly & carry out day to day liaison with railway.
3. the above staffs should be regular employee of the contractor & should be covered by PF rules. Contractor should provide documentary evidence for the same.
4. the welder, Fitter, gas cutter – shall be skilled in their field, preferably ITI trained.

**Annexure-A4**

**Work Order Book/Measurement of Work**

1. wagon railway & Number- 2. Built year- 3. Last POH shop- 4. last POH date- 5. Date placed for renewal of body- 6. date of work Completed- 7. days lost on moving the wagon for weighing for stenciling of tare weight	10. Demurrage payable for (after 180 days)- nos/ days  11. demurrage rate/day-  12. total Demurrage payable- (R10x R 11)
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------

Work done on the wagon

Srl no.	Item of work	Repair quantity as identified during joint inspection	Additional items of attention detected during repair	Final repair quantity	Schedule of rate for repair in Rs	Amount cleared for payment in Rs
1	Complete renewal of side walls, end walls, doors & floor (mandatory in all wagons)	One wagon set	nil	One wagon set		
2	Sole bar replaced (in Kg)					
3	Head Stocks replaced in numbers					
4	Longitudinal members replaced in numbers					
5	Cross members replaced in number					
Name, designation & signature of the nominated engineers representative					Total in Rs	
					Minus Demurrage in Rs	
					Payment cleared in Rs	

Certified that repair & renewal of this wagon has been done as per the tendered specification of the contract and this is of acceptable quality & all additional items of attention as identified during inspection prior to repair and identified during the course of repair have been attended.

Name of Signature of  
 The Engineers representative  
 That did the final inspection

Amount Rs \_\_\_\_\_ is cleared for payment to wards performance of the work mentioned above.

Signature of Bill passing authority

(To be prepared in quadruplet, one set to be given to engineer after final inspection for pairing before passing the bill, 2 sets to be sent along with the monthly bill)



**Annexure "B"**

**01.** Names of tender/s \_\_\_\_\_  
\_\_\_\_\_

**02.** Whether individual/firm/ \_\_\_\_\_  
Company/ Co-operative \_\_\_\_\_  
Society (duly registered) \_\_\_\_\_

**03.** Permanent (i) Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ii) Residential Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**04.** if a firm: -

(a) Whether registered or unregistered, Partnership or Proprietorship: \_\_\_\_\_  
\_\_\_\_\_

(b) date & No. of Registration under Indian partnership Act: \_\_\_\_\_  
\_\_\_\_\_

NOTE: TRUE COPOY, DULY ATTESTED OR registered Partnership Deed is to be enclosed in case of partnership firm & copy of Certificate of Registration, under Indian Partnership Act, should also be enclosed.

**05.** If a Company:-

(a) Whether incorporated in India: \_\_\_\_\_

(b) names & addresses of Directors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE:- A certified copy of the (i) Certificate of Incorporation (ii) Memorandum & Articles of Association, & (iii) last audited Balance Sheet & Profit & loss Accounts is to be enclosed.

**06.** If a Registered co- operative society of actual works: -

(a) Name of the Society \_\_\_\_\_  
(b) Name of the president \_\_\_\_\_  
(c) Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) date & NO. of Registration of the Society \_\_\_\_\_  
\_\_\_\_\_

NOTE:- A certified copy of 1) Certificate of Registration, 2) Memorandum of Articles of the Society, 3) Last audited Balance sheet & Profit & loss Account should be enclosed with this tender.

1	Whether the supporting document/ certificate of a proof of turnover as detailed in clause Annexure-I, Para 7 b-ii has been attached?	
2	Whether the supporting document/ certificate as detailed in clause Annexure-I, Para 7 7 b-i has been attached?	
3	Whether details of works completed as per clause Annexure-I, Para 7 a-I-a has been attached?	
4	Whether details of works completed as per clause Annexure-I, Para 7 a-I-b has been attached?	
5	Whether details of personnel organization as detailed in clause Annexure-I, Para 7 a-I-c has been attached?	
6	Whether details of plant & machineries as detailed in clause Annexure-I, Para 7 a-I-d has been attached?	
7	Whether the contractor has valid ISO.9001: 2000 certificate for fabrication/repair of wagon component/wagon building? Whether copy of ISO certificate is attached as detailed above as a wagon builder or repair clause Annexure-I, Para 7 a-II has been attached.	
8	Whether clause by clause acceptance/ deviation schedule as detailed in Annexure-II has been attached?	

07. Original money Receipt/ Demand draft/deposit receipt / Pay Order No.

\_\_\_\_\_ dt. \_\_\_\_\_ issued by the HQ's Cashier/

Garden Reach or \_\_\_\_\_ (scheduled/Nationalized Bank) is enclosed

Herewith: \_\_\_\_\_

TENDERER'S SEAL

Signature of \_\_\_\_\_

The tenderer/s \_\_\_\_\_

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

South Eastern Railway  
ANNEXURE-C

Schedule of Rate for "Upgradation & rehabilitation of 300 BOXN wagons using IRS M44 steel. "

At sick line of BCN depot, Nimpura , Kharagpur Division or Wagon Shop /KGP or at firm's premises as per the convenience and request Of tenderer.

LOCATION OF THE EXECUTION OF WORK TO DONE : .....

SN	Description of the work	Quantity/ wagon	Estimated Unit rate (in Rs.)	Total cost per wagon	Quoted tender Rate per Wagon (in % above/ below)
1	Complete Renewal of BOXN Wagons Side walls, End Wall, Floors and Doors with all modification like crib angle, corner gusset, drip plate cum stiffener and corner connecting bent plate as per latest amendments and drawing specifications of RDSO given in Annexure-A & A1 (mandatory for all wagons)	One wagon set		Mandatory item	(In Figures) Rs. _____  (In Words) (Rupees) _____ only)  above/ below ..... %
2	Replacement of Sole Bar Approx. 10% total length in kgs.			Item based on condition	(In Figures) Rs. _____  (In Words) (Rupees) _____ only) above/ below ..... %
3	Replacement of Head Stock (LS or RS) (RDSO Sk-80007-S-14 with latest alteration) @ 10 nos. in 25 wagons ie,0.4 nos. per wagon.			Item based on condition	(In Figures) Rs. _____  (In Words) (Rupees) _____ only) above/ below ..... %
4	Replacement of Cross Members @ 5 nos. per wagon			Item based on condition	(In Figures) Rs. _____  (In Words) (Rupees) _____ only) above/ below ..... %
5	Replacement of Longitudinal Member @ 6 nos. per wagon			Item based on condition	(In Figures) Rs. _____  (In Words) (Rupees) _____ only) above/ below ..... %
	<b>Total :</b>				

(Rate to be quoted both in figures and words Rupees)

Estimated cost is including the cost of release material, which is to be retained by the contractor. Approx. weight of released material is 5.8 tons. Departmental costing of released material is approximately Rs.89900.00 . Hence the effective costing of upgradation and rehabilitation work is (Rs1481489.00 - Rs.89900.00 ) =Rs. 1391589.00 Per wagon.

Effective Cost of Conversion for one wagon including item no.1,2,3,4 & 5 excluding cost of Released material	(Rs - )			(In Figures) Rs. _____
	Rs. )			(In Words) (Rupees) _____ only) above/ below ..... %
<b>Total :</b>				

NOTE

- Item 1 is mandatory for all wagons,
- Items 2, 3, 4 & 5 are on condition basis after joint inspection,
- Estimated cost/ wagon is inclusive of item 2, 3, 4 & 5,
- Payment of item 2, 3, 4 & 5 may vary from wagon to wagon,
- Payment will be reduced or increased as per actual quantity of item 2, 3, 4 & 5,
- The calculation of offer will be based on total cost of renewal per wagon including item, 2, 3, 4 & 5,
- Unit cost of item 1 to 5 to be clearly mentioned by the tenderers failing which offer will not be evaluated.
- The rates quoted as above shall be inclusive of all taxes, duties and charges etc leviable to government and the price shall be firm,
- Any overwriting/ correction has to be attested/ countersigned by the tenderer(s). The rate quoted in words shall be considered as final rate in case of any ambiguity,
- All works are to be done with contractor's material, labour, machines, tools & plants
- Minor materials, if any, required for the rehabilitation work amounting Rs.500/- (app)per wagon will have to bear by the contractor for which no bill for non schedule items will be generated.
- Estimated cost is including the cost of release material, which is to be retained by the contractor. Approx. weight of release material is 5.8 tons. Departmental costing of release material is approximately Rs.89900.00. The effective costing of rehabilitation work is ( Rs1481489.00 - Rs.89900.00 ) = Rs.1391589.00 Per wagon. Contractor should bid accordingly keeping the factor of release material in mind.

TENDERER's SEAL

Signature of the Tenderer(s)

Witnesses:-

- Signature : \_\_\_\_\_  
Name in full : \_\_\_\_\_  
(In block letters)  
Occupation : \_\_\_\_\_  
Address : \_\_\_\_\_
- Signature : \_\_\_\_\_  
Name in full : \_\_\_\_\_  
(In block letters)  
Occupation : \_\_\_\_\_  
Address : \_\_\_\_\_

TENDERER's SEAL

Signature of the Tenderer(s).

Chief Mechanical Engineer,  
S.E.Railway,GRC/Kolkata

