

EAST COAST RAILWAY
(WALTAIR DIVISION)

ELECTRICAL (OP) DEPARTMENT

TENDER SCHEDULE

NAME OF THE WORK:

**Hiring of TATA SUMO OR
EQUIVALENT vehicle round the
clock from BACHELI
(CHATTISGARH) station to RYD /
KIRANDUL and back for a period of
one year (including loading and
unloading of guard boxes)**

TENDER BOOKLET NO._____

CONTRACTOR(S)

DRM(Elect-OP)/WAT

East Coast Railway
NOTICE INVITING TENDER

Tender Notice No: **WAT/RSO/Tender/2010-11/BCHL/veh**

Date: 23.12.2009

For and on behalf of President of India, Sr.Divl. Elect. Engineer (OP), East Coast Railway, Visakhapatnam invites sealed Tenders in prescribed tender forms for the under mentioned work.

Sl. No.	Name of the work	Approximate Cash Value (Rs.)	EMD (Rs.)	Cost of Tender Document (Rs)
1	2	3	4	5
1.	Hiring of TATA SUMO OR EQUIVALENT vehicle round the clock from BACHELI (CHATTISGARH) station to RYD / KIRANDUL and back for a period of one year (including loading and unloading of guard boxes)	7,39,855/-	14,800/-	2,000/-

The prescribed non-transferable Tender forms are obtainable on any working day from the office of the Sr.Divisional Electrical Engineer (OP), E.Co.Railway, Visakhapatnam, on remittance of cost of Tender forms (non-refundable) either by Crossed DD drawn in favor of FA & CAO/East Coast Railway/ BBS on any Nationalised / Scheduled Bank payable at Visakhapatnam OR in the form of Money Receipt issued by Chief Cashier /East Coast Railway / Bhubaneswar OR Divl Cashier / E.Co.Railway /Visakhapatnam in support of deposition of requisite money with Allocation No.93-652-99 with him. An amount of Rs.500/- extra has to be paid if required by post.

EMD: Tender documents may be submitted along with EMD in shape of Demand Draft / Banker's Cheque / FDR drawn in favor of FA & CAO / E.Co.Railway / Bhubaneswar payable at Visakhapatnam. Tender Documents without EMD will be rejected outright.

Tenders Opening date & Closing Dates:

Sl.No. 1 & 2	The last date and time of issue of Tender Form in Sr.DEE(OP)/VSKP's office.	Up to 17.00 hrs of 08.02.2010
	Date and time of receipt of sealed Tender forms in Sr.DEE(OP)/VSKP's office.	Up to 15.00 hrs of 09.02.2010
	Date and time of opening of sealed Tenders in Sr.DEE(OP)/VSKP's office.	At 15.30 hrs of 09.02.2010

If the Date of opening happens to be a BANDH or Holiday, the Tenders will be opened at the same time on the following working day.

CONTRACTOR(S)

DRM(Elect-OP)/WAT

The tender documents will also be available in the Website at www.eastcoastrailway.gov.in for the period up to 09.02.2010 and can be down loaded and used as tender documents for submitting the offer. Separate Demand Draft towards the cost of tender documents as mentioned at Col. No. 5, shall have to be enclosed in addition to earnest money while submitting the tender; otherwise, the tender will be summarily rejected. Railway Administration shall not be responsible for any delay /difficulties / inaccessibility of the down loading facility for any reason whatsoever.

Tenders will also be accepted by post. However, Railway shall not be responsible for any postal delay.

Incase of any discrepancy between the tender documents down loaded from 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 will be entertained.

NOTE : The successful tenderer is required to give a performance guarantee in the form of irrevocable Bank Guarantee/Fixed deposit receipts/Pay orders/ demand drafts/ guarantee bonds obtained from any of the nationalized Banks amounting to 5 % of the contract value within 15 days from the date of issue of accepting letter and the same should be valid up to the completion of the work.

The tenderer should submit the following documents along with tender

- a) List of personnel, organization available on hand and proposed to be engaged for to the subject work.
- b) List of Plant and Machinery available on hand (own) and proposed to be inducted (own & hired to be given separately) for the subject work.
- c) List of works completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.
- d) List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.

NOTE: 1) In case of items (c & d) above, supportive documents / certificates from the organizations with whom they worked /or working should be enclosed.
2) Certificates from private individuals for whom such works are executed / being executed will not be considered.

CONTRACTOR(S)

DRM(Elect-OP)/WAT

EAST COAST RAILWAY

(Tender document)

Branch : Elect(RSOP)

Division : Waltair

Tender Notice No: **WAT/RSO/Tender/2010-11/BCHL/veh**

Date: 23.12.2009

Name of work : Hiring of TATA SUMO OR EQUIVALENT vehicle round the clock from BACHELI (CHATTISGARH) station to RYD / KIRANDUL and back for a period of one year (including loading and unloading of guard boxes)

Approximate cost of the work : Rs.7,39,855/-

Earnest money deposit : Rs.14,800/-

Completion period : 1 year from the date specified in LOA

Date and time issue up to : 17:00 Hrs of 08.02.2010

Date and time of closing of : 15:00 hrs of 09.02.2010

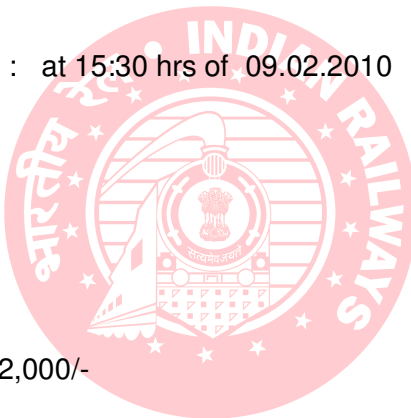
tender box

Date and time of opening of : at 15:30 hrs of 09.02.2010

tenders

BOOK NO. -----

Cost of the Tender Form : Rs.2,000/-



Issued by : DIVL. RAILWAY MANAGER (ELECT-OP),
E.CO.RAILWAY / WALTAIR

Issued to: -----

EAST COAST RAILWAY
(Tender From - First Sheet)

To
The President of India,
Acting through,
The Divisional Railway Manager (Elect-OP),
E.Co.Railway / Waltair.

Dear Sir,

I/We _____ have read the various conditions to 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 days from the date of opening the same and in default thereof there of. I/We will be liable for forfeiture of my / our Earnest Money Deposit.

I / We offer to do the work in connection with the work of "Hiring of TATA SUMO OR EQUIVALENT vehicle round the clock from BACHELI (CHATTISGARH) station to RYD / KIRANDUL and back for a period of one year (including loading and unloading of guard boxes)".

I / We also hereby agree to abide by the General and special conditions of Contact and to carry out the work according to the standard specifications for materials and works laid down by the E.Co.Railway.

2. A sum of Rs.14,800/- is hereby forwarded as Earnest Money. The full value of earnest money shall stand forfeited without prejudice to any other right or remedies in case my/our tender is accepted and if:-

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

(OR)

(b) I / We do not commence the work within 10 (Ten) days after receipt of orders to that effect:

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

CONTRACTORS (S) ADDRESS:

Yours faithfully,

SIGNATURE OF CONTRACTORS (s)

Signature of Witness:

EAST COAST RAILWAY

for the attention of the tenderers

1. Tenderers shall not quote any rates other than those required as per the schedule of work, or Special conditions, if any, on any page of the Tender documents.
2. However, the Tenderers if they desire to stipulate any special conditions or special rates not included in the schedule and wish to furnish any information which they feel necessary, they may furnish the same on a separate sheet and enclose the same to the Tender Documents placing on top, for consideration.
3. In case the above instructions are violated and the special conditions and additional rates are quoted on the tender documents, such tenders may not be considered and liable for rejection.
4. Tenders containing erasures and alterations in the rates quoted can be rejected. If there are any corrections in the rates quoted the same should be attested by the tenderer duly numbering the corrections.
5. Guarantee bonds towards EMD are not acceptable.
6. Conditional offers are liable for rejection.

CONTRACTOR(S)

DRM(Elect-OP)/WAT

TENDER FORM

To,

The President of India, Acting through DRM(Elect-OP),

E.Co.Railway, Waltair.

1. I/WE _____ have read various conditions of tender here to attached and here by agree by the said conditions. I/We offer to do the work as detailed below at the rates quoted below.

Name of work	Approximate value of contract	Rates in percentage ABOVE / BELOW to be quoted in figures as well as in words.
Hiring of TATA SUMO OR EQUIVALENT vehicle round the clock from BACHELI (CHATTISGARH) station to RYD / KIRANDUL and back for a period of one year (including loading and unloading of guard boxes)	Rs.7,39,855/-	<div><div>_____ %</div><div>ABOVE / BELOW (IN FIGURES)</div><div>_____ %</div><div>ABOVE / BELOW (IN WORDS)</div></div>

NOTE : The tenderer (s) should quote only UNIFORM percentage (one percentage only) ABOVE / BELOW the rates of all items given in the schedule. Any tender received with different items of the schedule, stands summarily rejected.

I/We hereby bind myself/ourselves to complete the works within the time limits specified in the conditions of tender. I/We also hereby agree to abide by the General conditions of contract and to carryout the works according to the Standard specifications for materials and works laid down by the Railway for the present contract.

SIGNATURE OF TENDERER (s) /CONTRACTOR(s)

CONTRACTOR''s ADDRESS:

WITNESS TO THE CONTRACTOR's SIGNATURE

East coast railway

Name of the work : Hiring of TATA SUMO OR EQUIVALENT vehicle round the clock from BACHELI (CHATTISGARH) station to RYD / KIRANDUL and back for a period of one year (including loading and unloading of guard boxes)

SCHEDULE OF WORK

Sl. No	Description of work	Approx qty./ period	Unit	Unit Rate (Rs.)	Amount for 12 months (Rs.)
1.	Hiring of TATA SUMO or EQUIVALENT				
a)	Rent for 24 hrs.	One vehicle	Per vehicle Per 24 hrs.	900	3,28,500
b)	Running charges of the vehicle per KM. (NOTE: Running charges will be paid based on actual running KM as per record.)	Approx 130 KM per day	Approx. 47450 KM for one year	5.00 per each running KM	2,37,250
2.	Loading and unloading of Guard line boxes			477 per day	1,74,105
	Total Amount:				7,39,855

Note:

- a) Payment will be made based on actual running kilometer only
- b) The vehicle to be used for the service must be of good looking and perfect working condition, which should not be registered before 5 years.

CONTRACTOR(S)

DRM(Elect-OP)/WAT

SCOPE OF WORK CUM SPECIAL CONDITIONS

1. The vehicle along with driver & Box boy should be available in good working condition at BACHELI (CHATTISGARH) Crew booking office round the clock i.e., 24 hours.
2. The vehicle should carry 2 boxes of size 28" x 40 "in addition to carry 6 people.
3. The vehicle service is purely meant for the transshipment of Drivers and guards along with their line boxes from BACHELI (CHATTISGARH) crew booking point to RYD/ KIRANDUL station and back round the clock.
4. However, Railway reserves the right to utilize the vehicle at times to transport the crew and guard to BHNS, KMLR, DWZ, and JDB in exigencies of train services. Further also with the approval of Sr.DEE (OP)/WAT the vehicles would be utilized to meet other administrative requirement on emergencies in the interest of the Railways with out disturbing the train services.
5. According to schedule of trains, it is assumed that the vehicle runs at an average of 130 KMs in 24 hours in the specified route. However the total running KM will be differed either sides to minimum 130 Kms per day based on the train ordering position and accordingly the vehicle made to run. As such Actual running KM charges only will be paid based on the vehicle actually made to run. No minimum running charges i.e.,130 KMs per day will be allowed to pay in case the vehicles made less trips and thus total running KMs per each vehicle comes to less than 130 KMs per day.
6. The vehicle driver must be provided with mobile phone and the names of all the drivers and their mobile phone numbers must be given to the in-charge of the BACHELI (CHATTISGARH) Crew lobby (CC/BCHL) & Traction Loco Controller (TLC).
7. The vehicle to be used for the service must be of good looking and perfect working condition, which should not be more than 5 years old since this is for train services, breakdown of the vehicles cannot be tolerated. The renewals of all permits, maxi cab permissions, Road taxes etc., of the vehicles nominated for this work should be done in time and the attested copies of the receipts should be submitted to this office before starting the work.
8. The firm has to submit an attested copy of vehicle registration certificate (Fitness certificate and tax up to date from the concerned RTO) and attested copies of Insurance letters.
9. The vehicle maintenance, repairs and fuel expenditure etc., must be borne by the supplier / contractor and railways are no way concerned with those elements.
10. The vehicle drivers must be expert in riding such vehicles and he should be healthy and free from any bad habits like alcoholic. The driver should possess a valid permanent driving license issued by the Road Transport Authority with a good track record of safe working. He should also free from criminal record / police case etc.
11. The vehicle drivers must wear uniform of any one colour arranged by the contractor with badge indicating the name and photo identification.

CONTRACTOR(S)

DRM(Elect-OP)/WAT

12. A register to be maintained by the vehicle driver with sufficient columns indicating Date, trip No. Place from, place to, starting time, ending time, starting reading, ending reading, total KM run, Name of the driver / guard, signature of driver / guard, signature of Crew controller, Remarks. The vehicle register must be got signed by the crew controller / nominated supervisor every day.
13. In case of change in the pattern of working at the places mentioned above in the middle of the contract, and the Railway administration does not requires the operation of the vehicle, Railway administration reserves the right to terminate the total contract
14. Railway administration reserves the right to terminate the total contract at any time in exigencies of services by giving notice in 7 days in advance.
15. **PENALTY:**
- a) In case of the break down of the existing vehicle, alternative vehicle of similar capacity must be supplied with in half an hour, other wise, double the rent will be deducted from monthly bills till the alternative vehicle is made available, for every half an hour or part thereof. **(Month's total amount / days / 24hours x total break down hours x 2)**
 - b) If the contractor fails to supply the alternative vehicle with in the stipulated time, and in case Railway makes arrangements for transportation of crew & boxes, such cost shall be born by the contractor.
 - c) In case the box boy is not provided with the vehicle, a penalty of Rs.200/- per shift will be deducted from the contractor's payment along with box boy's payment.

CONTRACTOR(S)

DRM(Elect-OP)/WAT

GENERAL CONDITIONS

- 1 The work should be completed in all respects within 365 Days from the date of issue of the letter of acceptance of the tender.
- 2 However, the Rly. Admn. may extend / reduce the period of contract for any period if finds necessary, whatsoever, and the contractor is bound to complete the work within the period so extended / reduced at the original terms and conditions of the contract during the extended / reduced period also i.e., in case, the contractor fails to complete the work in targeted time and administration felt inconvenience with the belated completion of work, liquidated damages shall be recovered as per extent rules.
- 3 **Variation clause:** Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. In case of increase in quantity of an individual item by more than 25% of the agreement quantity is considered as unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender is considered not practicable, negotiations will be held with the existing contractor for arriving at reasonable rates for additional quantities in excess of 125% of agreement quantity.
- 4 All safety measures shall be taken to prevent accidents while executing the work either to his workmen or the public. No compensation towards any type of accident either to human beings or to equipment / stores / materials will be paid by the Rlys.
- 5 The rate quoted by the Contractor/Tenderer and accepted by the Rly. administration, shall be firm and holds good, till the completion of the work and shall not be subjected to any variation. No claim whatsoever on this account shall be entertained at any stage.
- 6 The contractor shall make his own security arrangements at his own cost till the work is completed.
- 7 Contractor will be required to make his own arrangements for the accommodation of his staff, material & tools if any. However accommodation, if available, may be spared on charges as per extant Rules but this is not obligatory on the part of Railways.
- 8 The contractor shall contact the Sr.Divl.Elect.Engineer (OP) or his authorized representative (ADEE (OP)/WAT OR CC /E/BCHL) for any clarification/disputes. However, the decision of Railways is final.
- 9 Conditional offers are liable for rejection. In case, the tenderer feels to express anything, the same can be mentioned in his covering letter.
- 10 The list of the vehicles with registered nos. and names of drivers and their mobile phone numbers along with passport size photo shall be given to CC/E/BCHL before commencement of the work. The drivers shall be issued with the proper identification cards with photos and shall be produced to Sr.DEE/OP or his authorized representative when demanded.

CONTRACTOR(S)

DRM(Elect-OP)/WAT

- 11 The successful bidder shall give a performance guarantee in the form of “(i) a deposit of cash (ii) Irrevocable bank guarantee (iii) Government securities including state loan bonds at 5% below the market value (iv) Deposit receipts, pay orders, demand drafts and guarantee bonds. These forms of performance guarantee could be either of state bank of India or of any of the nationalized banks; Guarantee bonds executed or deposits receipts tendered by all scheduled banks; A deposit in the post office saving bank; A deposit in the national savings certificates; Twelve years national defense certificates; Ten years defense certificates; National defense bonds and Unit trust certificates at 5% below market value or at the face value which ever is less Also FDR in f/o FA&CAO/c, (free from any encumbrance)” amounting to 5 % of the contract value and submit to this office with in 15 days i.e., before execution of the Contract Agreement
- 12 Security deposit for the work shall be 5 % of the contract Value and the same will be recovered from the first bill.
- 13 The SECURITY DEPOSIT AND PERFORMANCE GUARANTEE amount shall only be released after completion of the work and after release of final bill amount on production of final no claim certificate signed by both the CC/E/BCHL & the contractor.
- 14 **PAYMENT:** Vehicle Running charges will be calculated based on actual running KM as recorded in the vehicle register duly certified by the Crew controller (E)/BCHL for preparation of bill for payment.
- 15 The payment will be made through first and final bill after full completion of the work. Bill will be processed on receipt of measurement book duly filled in and certified by the Crew Controller /E/BCHL & ADEE (OP)/WAT. Bill passing officer will be Sr.DEE(OP)/VSKP and bill paying officer will be Sr.DFM/WAT.
- 16 Income tax: In terms of Income Tax Act, 1981, as amended from time to time, the Railway Administration shall at the time of arranging payment to the contractor for carrying out work under this contract, be entitled to deduct income tax at 2% and surcharge on Income Tax at 10% comprised in the sum of such payments. The education cess will also be deducted @ 3% on IT & surcharge amount. The Railway Administration shall furnish certificate source under this contract.
- 17 **TERMS & CONDITIONS:** All the terms and conditions governing this contract shall be those set forth in the S.E.Railway schedule of labour and material rules 1992 Vol-1, and general conditions of contract and standard specifications, S.E.Railway, Vol-II(1994) corrected up to date.

CONTRACTOR(S)

DRM(Elect-OP)/WAT

E. Co. Railway
Electrical Department
Terms & conditions of Contracts

Open Tender No : WAT/RSO/Tender/2010-11/BCHL/veh

Date: 23.12.2009

DOCUMENT NO : -----

(To be signed by the Tenders and submitted along with the Tender forms)

1. Sealed Tenders on prescribed Forms are invited from experienced contractors for and on behalf of the President of India acting in the premises through the Divl.Rly.Manager (Elect - OP) of E.Co.Railway, Waltair (herein after referred to as the Railway Administration) for **"Hiring of TATA SUMO OR EQUIVALENT vehicle round the clock from BACHELI (CHATTISGARH) station to RYD / KIRANDUL and back for a period of one year (including loading and unloading of guard boxes)"** covered under Tender No.WAT/RSO/Tender/2010-11/BCHL/veh Date: 23.12.2009 (enclosed with this document) of E.Co.Railway inclusive of all costs, Sales-Tax and all other charges.
2. "Tenders must be enclosed in sealed covers super scribed **"Hiring of TATA SUMO OR EQUIVALENT vehicle round the clock from BACHELI (CHATTISGARH) station to RYD / KIRANDUL and back for a period of one year (including loading and unloading of guard boxes)"** Covered under No.WAT/RSO/Tender/2010-11/BCHL/veh Date: 23.12.2009 and must be sent by Registered post to the address of the Divl.Rly.Manager (Elect.-OP) E.Co.Rly, Waltair, so as to reach his office not later than 15-00 hrs. on the opening date mentioned in the Tender notice or must be deposited in the special box allotted for purpose in his office before 15-00 hrs on the opening date mentioned in Tender notice. The Tenders will be opened at 15-30 hrs in the presence of such Tenderers OR their representatives as may be presented. Tenderers are requested to be present at the time of opening of Tenders.
3. The Principal item of work is **"Hiring of TATA SUMO OR EQUIVALENT vehicle round the clock from BACHELI (CHATTISGARH) station to RYD / KIRANDUL and back for a period of one year (including loading and unloading of guard boxes)"** covered under Tender No.WAT/RSO/Tender/2010-11/BCHL/veh Date: 23.12.2009 (enclosed with this document) as per details in schedule
4. The work should be completed within a period of ONE YEAR from the date of issue of letter of acceptance of the Tender.
5. The materials to be used in the execution of the work included be strictly in accordance with the samples which shall be submitted on demand and approved by the Divl.Rly.Manager(Elect.-OP) E.Co.Rly/Waltair or his authorised representative.
6. General conditions of the contract are governed by the Indian railway standard conditions of contract Vol.2, 2001 read with up to date correction slip to be abided in the present contract also wherever applicable.
7. Any information relating to the Tender may be obtained from the office of the Divl.Rly.Manager(Elect-op) E.CoRly, Waltair on any day during the office hours. If any Tenderer desires, prior to Tendering to inspect the site and locality of the work he may do so at his own cost. All information should be asked for and obtained in writing.

CONTRACTOR(s)

DRM(Elect-OP)/WAT

8. The rate tendered is to be inclusive of all charges including all Taxes levied by the union of India or State Govt. including Sales Tax. The Tenderers should quote their rates both in words and figures.
9. Contractor having experience in the similar field shall submit the tender & certificate regarding previous experience for execution of similar works must accompany with each Tender. Satisfactory evidence of financial stability issued by Bank be submitted along with each tender otherwise the tender may not be considered for acceptance.

The evidences for following may also be enclosed with the tender:

- a) Particulars of similar contracts, handled previously with the amount in each case.
10. Tenders containing erasures and alternations of the Tender documents shall be rejected. Any corrections made by the tenderer or tenderers in his/their entries should be attested by him/them.
 11. The submission of Tender by a Tenderer shall be deemed to imply and taken as indicating that he has read and abides by the conditions stated herein and also general Terms & Conditions of Railway contracts.
 12.
 - a) Before submitting a Tender, the Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the work are taken into account and that the rates he enters in the Tender forms are adequate and all inclusive.
 - b) When the work is tendered for by a Firm or company of contractors the Tender shall design by the individual legally authorised to enter into the commitments on their behalf.
 - c) Should a Tenderer or contractor have a relative or relatives, or in the case of a Firm or company of contractors one or more of its share holders or a relative or relatives of the share holders employed in Gazetted capacity in the Electrical department of the E.Co.Railway, the authority inviting the same shall be informed of the fact at the time of submission of the Tender, failing which the tender may be disqualified or if such fact subsequently comes to light, the contract may be rescinded.
 13. Except where it has been specially provided in the rates, the Rly. freight on the specified materials is to be borne by the Rly. Contractor's materials required for the execution of the work will have to be carried at the public rate of Rly. Freight and no concession in the rate of Rly. Freight will be applicable or extended.
 14. Tenderers should specifically and fully disclose in their respective tenders their respective constitutions and submit along with tenders attested copies of documents like partnership deed, articles and memorandum of association, certificate of incorporation etc. if any in support of such disclosures. If a Tender is a firm (i, e) a partnership business, it should be stated whether the same is registered under the Indian Partnership Act, and the names and addresses of all the partners of the firm should be fully disclosed. The Rly. Administration shall always have the liberty to seek production of the originals of the said documents and also to make such further and other requisitions regarding the constitution of a Tenderer as may be considered necessary from time to time.

CONTRACTOR(s)

DRM(Elect-OP)/WAT

15. If the Tenderer, deliberately gives wrong information in his/their tender or creates/ create circumstances for the acceptance of his/their tender, the Railways reserve the right to reject such tender at any stage.

16. (a) EARNEST MONEY:

The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the condition of tender. **The earnest money shall be 2 %** of the estimated tender value as indicated in the tender notice. **The Earnest Money shall be rounded to the nearest Rs.10.** This EMD shall be applicable for all models of tendering.

17. The Tender(s) shall hold the offer open till such date as may be specified in the Tender. It is understood that the Tender documents have been sold/issued to the Tender(s) and the Tenderer(s) is/are permitted to Tender in consideration of the stipulation on his/their part, that after submitting his/their part, that after submitting his/their tender he/they will not (a) resale from his/their offer or modify the term and conditions thereof in a manner not acceptable to the Rly. Administration should be tenderer(s) fails/fail to observe or comply the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway. If his/their tender is accepted this earnest money will be retained as part security for the due and faithful fulfillment of contract.

18. a). The tender shall be accompanied by a Deposit receipt, Pay orders, Demand Drafts. These forms of earnest money could be either of the State Bank of India or of any of the Nationalized Banks. No confirmatory advise from the Reserve Bank of India will be necessary for the amount as specified in clause 16 (a) above.

Deposit receipts executed by the scheduled banks (other than State Bank of India and the Nationalized Banks) approved by the Reserve Bank of India for this purpose. The Railways will not, however, accept deposit receipts without getting in writing the concurrence of Reserve Bank of India.

18.b). Earnest money may be accepted in the following forms:

- i. Deposit in Cash
- ii. Government Securities at 5 % below the Market Value
- iii. Deposit Receipts or demand drafts of the nationalized banks.
- iv. A Deposit in the Post office Savings Bank
- v. National Savings Certificate.
- vi. 12 year National Defense Certificates
- vii. 10 year Defense Deposits.
- viii. National Defense Bonds.
- ix. National Savings Certificates.
- x. Time Deposit Account which came in to force on 16-03-1970 and notified under Ministry of Finance, Notification No. F3(7)NS/70 Dt.28-2-1970
- xi. IRFC Bonds.

Note: (vi) to (viii), these certificates / Bonds may be accepted at their surrender value.

- * In making such deposits, the name of the work for which the money is deposited must be clearly stated in writing in favour of FA & CAO /E.CO.RLY/BBS at Visakhapatnam.

CONTRACTOR(s)

DRM(Elect-OP)/WAT

- * On no account should Tenderer/s send the amount in Govt. currency notes under insured or registered cover. Govt. Securities (Stock certificates, bearer bonds, promissory notes, cash certificates other than those specified above) shall not be accepted.
 - * "No reference to previous deposits of earnest money for adjustment against the present Tenders will be accepted.
 - * "Tenders without earnest money deposit receipts will not be considered for acceptance".
19. Tenders submitted with cheques in lieu of earnest money deposit receipts will not only be considered for acceptance but will also be summarily rejected.
20. The earnest money of the unsuccessful Tender/s will be returned to the unsuccessful Tenderer(s) within a reasonable time. The Rly. will not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified or to the earnest money while in their possession nor be liable to pay interest thereon".
21. The earnest money deposited by the successful Tender/Tenderers will be retained towards the security deposits for the due and faithful fulfillment of the contractor but shall be forfeited if the contractor fails/contractor fail to execute the agreement bond or start the work within 15 days (to be determined by the competent Authority) after notification of the acceptance of his/their tender.

22. **SECURITY DEPOSIT:**

- * The earnest money deposited by the contractor with his tender will be retained by the railways as part of Security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below may be deposited by the contractor in cash may be recovered by percentage deduction from the contractors "On Account" Bills.

The amount of security deposit of the contract will be as under:

Unless otherwise specified in the special conditions, if any, the security deposit/ rate of recovery/mode of recovery shall be as under.

- (a). Security deposit for each work should be 5 % of the contract Value.
- (b). the rate of recovery should be at the rate of 10 % of the bill amount till the full security deposit is recovered.
- (c). Security deposit will be recovered only from the Running Bills of the contract and no other mode of collecting SD such as SD in the form of instrument like BG, FD etc., shall be accepted towards Security Deposit.

CONTRACTOR(s)

DRM(Elect-OP)/WAT

- * Security Deposit shall be returned to the contractor after the physical completion of the work as certified by the competent authority. The competent authority shall normally be the authority who is competent to sign the contract. If this competent authority is of the rank lower than JA Grade, then a JA Grade officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.
 - * No interest will be payable upon the Earnest Money and Security deposit or amounts payable to the Contractor under this contract
 - * The tenderer whose tender is accepted shall be required to appear at the office of the Sr.Divl.Elect.Engineer(OP), E.Co.Rly, Waltair in person or if a firm or Corporation a duly authorised representative shall so appear and execute the contract documents within time after receipt of 7 days notice issued by Railway that such documents are ready. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the tender in which case earnest money accompanying the tender shall be forfeited by the Railway as penalty for such default.
23. In the event of any tender whose tender is accepted shall refuse to execute, the contract documents as herein-before provided the Railway, the Railway may determine that such tenderer has abandoned the contract and there upon his tender and the acceptance thereof shall be null and void and the Railway shall be entitled, to forfeit the earnest money as a penalty for such default.
24. The successful tenderer/tenderers shall be required to execute an agreement with the President of India acting through the Divl.Rly.Manager (Elect.-OP) of E.Co.Rly/Waltair for carrying on the work according to the general conditions of contract and specification for works and materials as given in the specification and the agreement to be executed will be in the form specified by Sr.DivlElect.Engineer(OP), E.Co.Rly, Waltair for the purpose. The provision contained in the tender papers shall form part of the contract. In any respect about which any of the provision in the said agreement form cannot be reconciled to any of the provision in the tender papers, the later shall prevail.
25. If a tenderer expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a Firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled unless the firm retains its character.
26. Non-compliance with any of the conditions set forth here in above is liable to result in the tender being rejected.
27. It shall not be obligatory on the Railway administration to accept the lowest tender or any Tender. The tenderers shall not demand any explanation for the cause of, rejection of his/their tender.
28. The authority for the acceptance of the tender will rest with the competent Authority who does not bind himself to accept the lowest or any other tender.

CONTRACTOR(s)

DRM(Elect-OP)/WAT

29. The Divl. Railway Manager (Elect-OP)/E.Co.Rly/Waltair reserves the liberty at any time after acceptance of a tender to keep back from the contractor and carryout in other ways or by other agency any portion of the work that he may think without assigning any reasons.
30. Should a tenderer find discrepancies in, or omissions from drawings or any of the tender forms or should be in doubt as to their meaning he should at once notify the authority inviting tenders who may send a written instruction to all tenderers. It shall be under-stood that every endeavor has been made to avoid any error which can materially affected the basis of the tender and the successful tenderer shall take up in himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
31. The work will be carried on a fixed programme, as approved, the method and system of carrying out the works will be decided by DRM (Elect-OP) or his authorized representative.
32. The tender(s) shall keep the offer open for a minimum period of 90 (Ninety) days from the date of opening of the tender with which period the tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of the above conditions will make the tenderer liable for forfeiture of his Earnest Money for the performance of the foregoing stipulations.
33. Time shall be regarded as the essence of the contract, any failure on the part of the contractor to complete the works on the dates stipulated in the agreement for completion of the respective works will entitle the Rly. Administration to impose penalty as per penalty clause.
34. In case of non-acceptance of a tender by the Rly. Administration for any reason what so ever, the tenderer shall not put any claim for the expenses incurred by him in submitting tender for the work, or any other account.
35. If the work is terminated in terms of clause 62 of GCC, the Rly. Administration reserves the right to invite fresh tenders for the whole or any portion of the balance work. Part at the risk and cost of the defaulting contractor, besides forfeiting the SD.
36. All tools, Machine & Plants required for the work has to be arranged by the contractor at his own cost.
37. **Conservancy Cess** - when work is executed within the limits of any station committee or where conservancy work is being systematically done by the Railway the contractor will be liable to pay any conservancy water or any other cess levied by such committee of the Railway.

Amount of conservancy cess will be calculated as per Annexure to Board's Letter No. F(X)I-91/1/1 Dated: 31- 05-2006. The following Rate of recovery of Conservancy cess charges with effect from 01-06-2006.

Railway Contractors	Average No. of Labourers or Workmen employed per day	Proposed Conservancy Cess charges to be recovered Per month
Elect. Works Contracts	1 to 5	Rs. 64/-
	6 to 10	Rs.126/-
	11 to 25	Rs. 317/-

CONTRACTOR(s)

DRM(Elect-OP)/WAT

38. Service Tax:

- a) All rates quoted in the tender shall be deemed to be inclusive of all taxes/royalties payable by the contractor(s) to the Government of Public body or local authority except service tax and no additional amount will be paid or claim entertained on this account by the Railway.
- b) Offer of the tenders who quote service tax inclusive will be summarily rejected, unless the amount of service tax reckoned by them is indicated separately and clearly.
- c) Actual service tax (without interest) applicable if any will be reimbursed subject to production of authentic documentary evidence of this tax having been actually paid to the Government of India by contractor during execution of work or before passing of final bill.
- d) The documentary evidence must indicate agreement No/Acceptance letter No. along with name of work duly indicating the amount of service tax actually paid by the contractor to the Government of India and this should be produced either during the currency of the contract or before the passing of final bill.

39. **Demand for Arbitration** – Clause 63 & 64 of the Genl conditions of the contract & Standard Specifications – Vol II 2001 will be applicable.

40. Issue of Railway stores “If during the course of the execution of the work, the Electrical Engineer -in-charge of the works consider necessary to issue any Railway materials in the interest of the Railway, the cost of such materials will be recovered from the contractor/s at the market rate prevailing at the time of supply or the issue rate plus freight and supervision as per Rules in vogue. In the event of delay or failure of such supply the contractor shall not be deemed absolved of his/their own responsibility and the Rly. shall not in any way be liable for the delay in the execution of the work nor for any loss or damage arising in consequence of such delay or non-supply.

41. **Measurement of work** - The work shall on completion thereof in accordance with these conditions be measured by the Sr. Divl. Elect. Engineer(OP), or his Assistant or a subordinate of the electrical (OP) department.

- * The date and time on which final measurements are to be made will be communicated to the contractor who shall be present in person or through an authorized agent at the site of works at the time of measurements are made and shall sign the results of the measurements in the official measurements book as an acknowledgement of the accuracy of the measurements failing his attendance the work may be measured up in his absence, and such measurement shall notwithstanding his absence be binding upon him whether or not he shall have signed the measurement book, provided always that any objection to any measurement made by him in writing within 7 days after it has been made shall be duly investigated and considered.

42 Performance guarantee

The procedure for obtaining performance guarantee is outlined below:

- a) The successful bidder should give a performance guarantee amounting to 5% of the contract value in any of the following forms.
 - (i) a deposit of cash
 - (ii) Irrevocable bank guarantee
 - (iii) Government securities including state loan bonds at 5% below the market value
 - (iv) Deposit receipts, pay orders, demand drafts and guarantee bonds. These forms of performance guarantee could be either of state bank of India or of any of the nationalized banks;
 - (v) Guarantee bonds executed or deposits receipts tendered by all scheduled banks;

- (vi) A deposit in the post office saving bank;
 - (vii) A deposit in the national savings certificates;
 - (viii) Twelve years national defense certificates;
 - (ix) Ten years defense certificates;
 - (x) National defense bonds; and
 - (xi) Unit trust certificates at 5% below market value or at the face value which ever is less
 - (xii) Also FDR in f/o FA&CAO/c, (free from any encumbrance) may be accepted.
- b) The performance guarantee should be furnished by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement and should be valid up to expiry of the maintenance period. The agreement should normally be signed within 15 (fifteen) days after the issue of LOA and performance guarantee should also be submitted within this time limit.
- c. Performance Guarantee shall be released after satisfactory completion of the work and maintenance period is over. The procedure for releasing should be same as for Security deposit.
- d) wherever the contracts are rescinded, the security deposit should be forfeited and the Performance Guarantee shall be encashed and the balance work should be got done separately.
- e) The balance work shall be got done independently without risk and cost of the original contractor.
- f) The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm then every member/partner of such firm would 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.

43. Variation in extent of contract –

- a) In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the contractor, and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning modifying, extending, reducing or supplementing the contract of any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in formal instruments and signed by the Railway and the contractor and till then the Railway shall have the right to repudiate such agreement.
- b) Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. In case of increase in quantity of an individual item by more than 25% of the agreement quantity is considered as unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender is considered not practicable, negotiations will be held with the existing contractor for arriving at reasonable rates for additional quantities in excess of 125% of agreement quantity.

CONTRACTOR(s)

DRM(Elect-OP)/WAT

44. **"On-Account" Payments:** The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment, only for such works as in the opinion of the competent Authority, he has executed in terms of the contract.

The execution of work should be recorded in the MB by the site incharge as per the work order and a certificate to be obtained and enclosed with MB before passing of On A/C Bills. Retention of 5 % by way of security deposits, until the amount of security deposit by way of retained earnest money and such retentions shall amount to 5 % of the total value of the contract

The competent Authority make any correction or modification in any previous certificate which shall have been issued by him and that the competent Authority may withhold any certificate if the works or any part thereof are not being carried out to the satisfaction of Railway Administration.

Besides, Security Deposit, VAT Tax @ 4 % on total Works contract amount will be deducted from On Account Bills & Final bill.

45. (a) The Railway Administration shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alternations in their design, character, position, site, qualities, dimensions or in the method of their execution there got to order any additional works to be done or any works not to be done and, same as provided in sub-clause (2) of this clause, the contractor will not be entitled to any compensation or any reductions but will be paid only for the actual amount of work done and for approved materials furnished against specific orders.
- b) The quantity shown are approximate and are liable for variation upto Plus or Minus 25 % in case of LT and ± 10 % in case of works awarded on quotation basis.
- (2). The enlargements, extensions, dimensions, reductions, alternations or additions referred to in sub-clause (1) of this clause shall in no degree effect. The validity of the contract but shall be performed by the stipulations and obligations as if they had been originally and expressly included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. In case, the contractor withdraws or revokes the tender for reasons of lesser number of works available as against tender notice the security deposit will be forfeited and will not be allowed to submit tenders for works in the Electrical Department of this Railway for a period of one year from the date of revocation. Contractor as provided therein and be subjected to the same conditions.
46. **Workman-ship** - The contractor shall carry out the work in such an efficient and perfect manner with good workmanship and with materials of superior quality and approved by Sr.D.E.E(OP) or ADEE(OP) of ISI mark, that the installations will have its full life as required by statutory conditions, tenders based on any other conditions are liable to be rejected out right. All works shall strictly conform to the I.E. Rules in force. In the event of the Sr.Divl. Elect. Engineer (OP) or his authorised representative finding the works being carried out in a defective or inefficient manner, or at a slow rate, the Sr.Divl. Elect. Engineer may by seven days written notice call upon the contractor to either remove the defects at the contractor's own cost and expedite the works and do it efficiently and the contractor's fails to comply with such directions forth with, Sr.DEE (OP) will terminate the contract and forfeit the security deposit in whole as liquidated damages. He shall not be considered for any further contract for a period of one year after such an act and may be kept in black list.

CONTRACTOR(s)

DRM(Elect-OP)/WAT

47. **Dispute** - In all matters of dispute the decision of the Sr.Divl.Elect. Engineer(OP), E.Co.Rly, Waltair shall be final and binding.
48. **Sub-letting** - The contractor shall not sublet or assign this contract or allow any person to become interested therein any manner without the written permission of the Divl. Elect. Engineer. In the event of the contractor subletting or assigning the contract or any part thereof without such written permission the Railway Administration shall be entitled to cancel the contract, and also to payment of any loss or damage from such cancellation, the amount of which will be determined by the Sr.Divl.Elect.Engineer(OP).
49. **Employment of staff:**
- a. Contractor should employ only qualified staff to supervise and carry out the works. Names of supervisor and staff employed should be furnished to the Sr.Divl.Elect.Engineer(OP). Any change in the staff should also be similarly advised.
 - b. The supervisor employed for supervising the execution of the works should be in capacity with proper knowledge and make himself in responsible manner and empowered to make any minor changes in the works as per Sr.Divl.Elect.Engineer(OP)'s instructions without waiting for the proprietor OR Engineer of the contractor Firm / contractor's approval / advise.
50. **Tech. specification** - The Tech. specification attached thereof to the tender documents is a general guide.
51. The tenderer should sign on each page of the Tender document.



DIVL. RAILWAY MANAGER (ELECT-OP)
E.Co.Railway / Waltair

The above particulars, instructions and conditions have been gone through fully and are understood and accepted by me/us. We are bound by all the conditions referred to above.

SIGNATURE OF TENDERER/s

ARBITRATION & CONCILIATION ORDINANCE 1996

Clause No. 63 & 64 of General conditions of Contract (GCC) have been revised in view of the promulgation of the Arbitration and conciliation ordinance 1996. Revised arbitration clause have been approved as follows:-

Matters finally determined by the Railway All disputes and difference of any kind what-so-ever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be referred by the contractor to the Railway and Railway shall within 120 days after receipt of the contractor's representation make and notify decisions of all matters referred to by the contractor in writing provided that matters for which provision has been made in clause 8 (a), 18, 22(5), 39, 43 (2), 45 (a), 56, 56-A(5), 57 (a), 61 (i), 62 (2) and 62 (1) (b) of General conditions of contractor or in any clause of special conditions of the contract shall be deemed as excepted matters and decisions of the Railway Authority thereon shall be final and binding on the contractor provided further that excepted matters shall stand specifically excluded from the purview of the arbitration clauses and not to be referred to arbitration.

64 (1) (i) DEMAND FOR ARBITRATION:-

In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and the liabilities of the parties on any matter in question, dispute or difference or any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the excepted matters referred to in clause 63 of these conditions, the contractor, after 120 days but within 180 days of his presenting final claim on disputed matters, shall demand in writing that the dispute or difference be referred to arbitration.

64 (i) (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 the 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 shall be referred to arbitration and other matters shall not be included in their reference.

64 (i) (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 the 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 shall be referred to arbitration and other matters shall not be included in their reference.

64 (i) (ii):

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

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

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

CONTRACTOR(s)

DRM(Elect-OP)/WAT

64 (i) (iii): No new claim shall be added during proceedings by Tribunal party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by tribunal having due regard to the delay in making it.

64 (i) (iv):

If the contractor(s) does/do not prefer his/their specific and final claims in writing within a period of 90 days of receiving the intimation from the 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

64 (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.

64 (3) (a) (i):

In case 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 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 on 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 Railway.

64 (3) (a) (ii):

In cases not covered by clause 64 (3) (i), the Arbitral Tribunal shall consist of a panel of three Gazetted Rly. Officers not below JA grade, as the Arbitrators. For this purpose, the Railway will send a panel of more than 3 names of Gazetted Rly. Officers of one or more departments of the Rly to the Contractor who will be asked to suggest to General Manager upto 2 names of the panel for appointment as contractor's nominee. The General manager shall appoint at least one out of them as the contractor 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. While constituting the arbitrators it will be necessary to ensure that one of them is from the accounts department. An officer of selection grade of 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.

64 (3) (a) (iii):

If one or more of the arbitrators appointed as above refuses to act as arbitrator with draws 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 so act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such reconstituted tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous contractor(s).

64 (3) (a) (iv):

The Arbitral tribunal shall have power to call for the evidence by way of affidavits or otherwise as the arbitral tribunal shall think proper and it shall be duty of the parties to proceed 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.

64 (3) (a) (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 of who in the course of his/their duties as Railway servant(s) expressed view 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 services, opportunity to deal with the matters to which the contract relates or who in the course or his/their duties expressed views on all or any of the matters under dispute.

64 (3) (b) (i):

The arbitral award shall state item wise, the sum and reasons upon which it is based.

64 (3) (b) (ii):

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.

64 (3) (b) (iii):

A party may apply to tribunal within 30 days of receipt of award to make an additional award as to claim presented in the arbitral proceedings but omitted from the arbitral award.

64 (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 majority, the views of the presiding Arbitrator shall prevail.

64 (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 in which the award is made.

64 (6): The cost of arbitrations shall be borne by the respective parties. The cost shall interalia include fee of the arbitrator(s) as per the rates fixed by the Rly. Administration from time to time.

64 (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.

30: During the execution of the works against this contract the contractor(s) will be responsible for anti larval works at his/their own cost.

31: Submission of tender by contractor implied that he/they has/have read and abides/abide by the conditions stated therein and the S.E.Rly Schedule of labour and material rates part-II, III and IV Vol-II printed in 1994 with upto date correction slips.

The following clauses, which have not been indicated above, should be demanded and taken to be part and partial of the Tender conditions if the same have been full set-fourth herein. Condition Nos. 10, 12(a), (b), (c), 13 (a), (b) & 18 of Regulations for tenders and contract. Conditions Nos. 7,8,9,10,15, 17 and 18 of the conditions of Tender. Conditions Nos. 6 (a), 7, 8 (a) & 17 (4). Special conditions No. 7, 8 (b), (c), (d), (f) and 9 of special conditions and General conditions of contract.

DIVL.RAILWAY MANAGER (ELECT-OP)
E.Co. RAILWAY / WALTAIR

The above particulars, instructions and conditions are understood and accepted by me.

CONTRACTOR (S)