

Tender Ref. no	Estimated cost of work	Cost of Tender Document by Pay Order/DD	EMD Rs.	Sale Period	Date and Time for Submission	Date and Time for Opening
Tender for Annual civil maintenance contract at CFS,Mulund(E)						
CON/WR/ADMN/03/06	Rs. 9.00 Lakhs	Rs.500/-	Rs. 18000/-	12/01/06 to 27/01/06	01/02/06 upto 15:00 Hrs.	01/02/06 at 15:30 Hrs.
Tender form can also be downloaded from our website www.concorindia.com or for more details please contact: O/o The CGM, 5 th floor, New Administrative Bldg., C.Rly., Opp.Times of India Bldg., Mumbai CST 400 001. Tel # 22622053/22622054						

CONTAINER CORPORATION OF INDIA LIMITED

(A GOVT. OF INDIA UNDERTAKING)



TENDER DOCUMENT

FOR

**ANNUAL MAINTENANCE OF SERVICE BUILDING, WAREHOUSE,
OTHER STRUCTURES, APPROACH ROAD, PAVEMENT, DRAIN,
WATER SUPPLY, P.WAY.
(ZONE – B)**

AT

CONCOR

CFS,MULUND(EAST)

**CONTAINER CORPORATION OF INDIA LTD
5TH FLOOR, NEW ADMINISTRATIVE BUILDING,
CENTRAL RAILWAY, D.N.ROAD, MUMBAI-400001.**

Note:- Tenderers may download the tender document from our web site and same may be submitted along with the cost of tender document by way of demand draft / pay order at the time of submission of tender document. In case any deviation is found in the tender document submitted by the tenderer from the content mentioned in our web site and / or non-submission of the cost of tender documents the tender shall liable to be rejected at any stage of the contract. The tenderer has to indemnify CONCOR for any loss accrued due to such alteration in the terms and conditions of the tender document.

**TENDER FOR ANNUAL MAINTENANCE OF SERVICE BUILDING,
WAREHOUSE, OTHER STRUCTURES, APPROACH ROAD, PAVEMENT,
DRAIN, WATER SUPPLY,P.WAY AT CFS,MULUND(E),WESTERN REGION**

- 1) SERIAL NUMBER ASSIGNED TO THE TENDER FORM : _____

- 2) DATE OF SALE/ISSUE : _____

- 3) NAME OF THE APPLICANT TO WHOM ISSUED : _____

- 4) FULL ADDRESS OF THE APPLICANT/CONTRACTORS : _____

SIGNATURE OF THE OFFICIAL
ISSUING TENDER FORM

OFFICIAL SEAL

NAME : _____

DESIGNATION : _____

THIS TENDER BID COMPLETED IN ALL RESPECTS SHOULD BE SUBMITTED BY 1500 HRS ON 01/02/2006 AT THE OFFICE OF CHIEF GENERAL MANAGER, CONTAINER CORPORATION OF INDIA LIMITED, 5TH FLOOR, CENTRAL RAILWAY NEW ADMN. BUILDING, OPP.TIMES OF INDIA, MUMBAI CST. TENDERS CONTAINING PRE QUALIFICATION BIDS WILL BE OPENED AT 15.30 HRS ON SAME DAY AT THE ABOVE ADDRESS.

CHAPTER

I)	TENDER LETTER	<i>4 TO 5</i>
II)	INSTRUCTIONS TO THE TENDERERS	<i>6 TO 15</i>
III)	SPECIFIC CONDITIONS OF THE CONTRACT	<i>16 TO 33</i>
IV)	CORRIGENDUM/ADDENDUM & ERRATA TO GCC CENTRAL RAILWAY	<i>34 TO 42</i>

ANNEXURES

I)	LETTER OF SUBMISSION OF TENDERS	<i>43 TO 45</i>
II)	AGREEMENT	<i>46 TO 47</i>
III)	DRAFT BANK GUARANTEE BOND	<i>48 TO 49</i>
IV)	WORK ORDER	<i>50 TO 50</i>
V)	FINANCIAL BID	<i>51 TO 53</i>

THIS TENDER DOCUMENT CONSISTS OF 53 PAGES. THE TENDERER IS REQUESTED TO CHECK THAT THE TENDER DOCUMENT IS COMPLETE WHILE RECEIVING THE SAME.

THE TENDER DOCUMENT IS NOT TRANSFERRABLE UNDER ANY CIRCUMSTANCES.

ALL FOLIOS OF THIS DOCUMENT SHOULD BE SIGNED BY INTENDING TENDERER AND EMBOSSED WITH OFFICIAL SEAL AT THE TIME OF SUBMISSION.

CHAPTER - I

TENDER LETTER

To,

Sub: **TENDER FOR ANNUAL MAINTENANCE OF SERVICE BUILDING, WAREHOUSE, OTHER STRUCTURES, APPROACH ROAD, PAVEMENT, DRAIN, WATER SUPPLY,P.WAY AT CFS,MULUND(E).**

We are pleased to invite your offer for the above mentioned contract proposed to be awarded to the most competitive and suitable bidder. The nature of Agreement and terms and conditions of the offer is enclosed herewith for your perusal and information.

The offer should be accompanied in two envelopes "A" and "B" in the format letter A & B enclosed herewith. The offer shall reach us on or before 15:00 hrs of 01/02/2006 in a sealed envelope superscribed as "Tender for annual maintenance of service building, warehouse, other structures, approach road, pavement, drain, water supply, P.way at CFS, Mulund(E)."

CONCOR reserves the right to:-

- Accept or reject any or all of the pre-qualification bids, without assigning any reasons.
- Accept or reject any or all of the financial bids in part or in full, irrespective of their being the lowest, without assigning any reasons.
- To extend the date of submission of the tender, and to amend the terms and conditions before award of the contract.

You are requested to pursue the tender documents carefully, so as to avoid rejection of the tender for non-compliance with the necessary instructions or terms and conditions.

You are requested to ensure that all the requisite tender documents are submitted by you after full consideration and understanding of the work envisaged under this contract.

Thanking you,

Yours faithfully,
For & behalf of Container Corporation of India Ltd.

(Chief General Manager)

CHAPTER - II

INSTRUCTION TO THE TENDERER

1. SCOPE OF WORK

The Contractor will be required to carry out the annual maintenance of service building, warehouse, other structures, approach road, P.Way, pavement, drain, water supply at CONCOR CFS, Mulund(E).

2. TENDER DOCUMENT

The tender should be submitted in envelopes marked "A" and "B" furnishing the following details :

(a) ENVELOPE "A" (SEALED) - Pre-qualification bid

- (i) Name, Postal address, Telephone no. (if any)
- (ii) Experience certificates in original/copy duly attested by Gazetted officer given by the concern dept. of the Organisation/Undertakings where the party has provided similar nature of work during last three years.
- (iii) Furnish proof of experience of at least three years in the field with any single work value of at least Rs.5 lakhs in a year.
- (iv) Proof of Registration of the firm under relevant law, such as Companies Act, and/or Shops & Establishment Act, etc. For partnership firms, full name and address of each partner alongwith certificate copy of registered partnership deed. In case of registered co-operative society name and address of each office holder, President, Secretary & Directors alongwith a latest and authenticated copy of Articles of Association duly validated by the registering authority.
- (v) Solvency certificate of Rs.5 lacs and above from scheduled bank.
- (vi) The turnover of the firm/tenderer should not be less than the Rs. 5 Lakhs per Annum during the last three financial year. Proof of turnover should be enclosed i.e copy of Balance sheet with profit and loss A/c for the last three years.
- (vii) Certificate of registration with the state government, Central government , public undertaking company or proof of having executed work for them.
- (viii) Demand draft for Rs.18,000/- towards EMD in favour of "Container Corporation of India LTD" payable at Mumbai.

- (ix) Tender documents duly signed on each page.
- (x) Proof of PF Registration.
- (xi) Proof of ESIC Registration.
- (xii) List of permanent technical personnel employed by the tenderer.
- (xiii) Latest valid registration certificate of work contract tax dully attested by Gazetted officer.

Non-submission of any of the above documents/proof will make the offer liable for summary rejection.

(b) ENVELOPE "B" (SEALED) - Financial Bid

Financial Bid in the prescribed form attached with the tender form.

1. The completely filled in Schedule of Rates (as per format specified in Annexure-IV). The Schedule must be duly filled in words and figures dully signed on all pages by tenderer.
2. Where percentage rate is asked for, tenderer should write percentage in figure as well as in words and when there is ambiguity between words and figures, words will prevail.

3. COMPLETION OF TENDER DOCUMENT

1. The tenders should be completed in all respects and should contain all the information including details of present business, availability of equipment, availability of staff and financial standing, which would enable CONCOR to evaluate the qualification and decide the credentials of the tenderer for performing/doing the job.
2. The tender form complete in all respects, including the "Pre-Qualification Bid" and "Financial Bid" should be placed in separate sealed envelopes and both sealed envelopes should thereafter be again placed in a sealed envelope superscribing "Bids for the Tender for annual maintenance of service building, warehouse, other structures, approach road, pavement, drain, water supply, P.way at CFS, Mulund(E).
3. Tenders containing omissions or alterations are liable to be rejected. If any corrections become necessary, these must be made in ink and all such corrections must be attested by signature of the tenderer and dated.

4. Please note that tenders submitted without EMD or complete information or without documentary evidence or conditional tenders are liable to be rejected.
5. Tenderer(s) are required to quote rates for all items of work mentioned in the "Schedule of Rates" (Annexure-IV) both in figures as well as in words. In case of any discrepancy between the two, the rates quoted in words will be taken to be correct. Tender with incompletely filled schedules may not be entertained.
6. If the tenderer deliberately gives wrong information or conceals some facts in his tender or creates circumstances for the acceptance of his tender fraudulently, then CONCOR reserves the right to reject such tenders at any stage.
7. Each page of the tender document should be signed and dated by the tenderers or such person(s) on his behalf as is legally authorized to sign for and on his behalf in the manner described below in sub-paras 8 to 10.
8. If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address.
9. If the tender application is submitted by a firm in partnership, it shall be signed by any partners of the firm, above their full names and current addresses. A certified copy of the partnership deed, current address of the firm and the full names and addresses of all partners of the firm shall also accompany the tender application/document.
10. If the tender application is submitted by a Limited Company or a Limited Corporation, it shall be signed either by the director of the company or by the duly authorized person holding the Power of Attorney for signing the tender in which case a certified copy of the Power of Attorney shall accompany the tender document. Such Limited Company or Corporation will be required to furnish satisfactory evidence such as articles of association of its existence before the contract is awarded.
11. Should a tenderer find discrepancies, or omissions in the drawings or any of the tender forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written intimation to all tenderers. It should be understood that every endeavor has been made to avoid any error which can materially effect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

4. SCHEDULE OF RATES

1. All rates shall be quoted only on the proper form (Annexure-IV) of the Schedule of Rates and each page of this schedule shall be signed by the tenderer or his authorised signatory as described in sub-paras 8 to 10 above.
2. The schedule of rates should be filled in carefully after considering all the aspects of work. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the work envisaged by this Annual maintenance Contract, or did not understand or did not have full knowledge of site conditions, various laws applicable to the work relating to Labour Laws and local labour practices, etc.
3. Any overwriting in the Schedule of Rates should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorised signatory. The total number of cutting on each page must be mentioned on the bottom of each page.
4. Any variation, addition and/or omissions in the items of work to be actually carried-out shall not form a basis of any dispute regarding the rates quoted by the tenderer in the tender. The rate quoted by the tenderer shall be applicable irrespective of the volume of work.
5. CONCOR reserves the rights to re-tender or negotiate the rates with eligible L-1 tenderer, after consideration of the eligible financial bids. In such an event, the tenderer with whom negotiations are conducted shall not increase his/their quoted rates. In case CONCOR negotiates for reduction of rates, such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates quoted shall be binding on the tenderer.
6. While quoting the rates in the schedule of quantities the word "only" should be written closely, following the amount and it should not be written in the next line.

5. SUBMISSION OF TENDERS - TIME LIMIT/MODE

1. The tender documents duly completed should be submitted in sealed envelope as described in the Tender Letter. This envelope should contain all the documents listed in the para 2 of this chapter. The envelope should be sealed and duly superscribed as " Bids for the Tender for annual maintenance of service building, warehouse, other structures, approach road, pavement, drain, water supply, P.way at CFS, Mulund(E)".

2. The tenders duly completed as described in para 2 above must reach the designated office of CHIEF GENERAL MANAGER, Container Corporation of India Ltd., 5th Floor, New Administrative Building, Central Railway, D.N. Road, Mumbai-400 001, before 15.00 hrs on or before 01/02/2006. Any offer received after 15.00 hrs. but before the opening of tender box at 15.30 hrs. will be considered to be a delayed tender. CONCOR reserves the rights to consider or reject such tenders.
 3. Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Tenders by telegram/fax/E-mail will not be considered. CONCOR reserves the right to extend the date of submission of the tender.
 4. Any tender delivered or sent otherwise will be at the risk of tenderers. In case the date of opening is declared as holiday, the tender will be received and opened on the next working day.
 5. The tenders will be opened at CONCOR's office, located at the above address at 15.30 Hrs on 01/02/2006. The tenderers or their representative may be present at the time of opening of the tenders, if they so desire.
6. **EARNEST MONEY**
1. The tenderers shall be required to deposit a sum of Rs.18,000/- (Rupees Eighteen Thousand only) as earnest money. The earnest money shall be deposited along with the tender document in the form of a crossed Demand Draft in favour of "Container Corporation of India Ltd.", payable at MUMBAI and valid for a minimum period of six months from the date of issue. Cheques, Bearer Bonds, Promissory Note, Cash Certificate etc. will not be acceptable towards the earnest money.
 2. It shall be understood that the tender documents have been issued to the tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not rescind from his offer or modify the terms and conditions thereof in a manner not acceptable to CONCOR within 120 days of the tender opening date, unless extended further. If the tenderer fails to observe or comply with the said stipulation, the aforesaid amount in sub-para 1 shall be liable to be forfeited by CONCOR.
 3. No interest shall be payable on the earnest money deposited.
 4. The earnest money deposited by the successful tenderer will be adjusted towards the security deposit. The earnest money of the unsuccessful tenderers will be returned as soon as possible, after the tender has been finalized.

5. If a tenderer expires after the submission of his tender or after the acceptance of his tender the CONCOR shall deem such tender as canceled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the CONCOR shall deem such tender as cancelled, unless the firm retains its character. However in such cases the amount of earnest money will be refunded to the legal heir on production of successor certificate.

7. VALIDITY OF OFFER

1. The tenderer will be required to keep the offer open for a period of 120 (one hundred twenty) days from the last date of submission of tenders. It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation that after submitting his tender he will not rescind from his offer or modify the terms and conditions thereof in any manner that is not acceptable to CONCOR. If the tenderer fail to observe or comply with the said stipulation, the aforesaid amount of earnest money shall be liable to be forfeited by CONCOR.

8. ACCEPTANCE OF TENDER

1. The authority for rejecting the tender at any stage and the acceptance of the tender documents and tendered rates will rest with the competent authority of Container Corporation of India Ltd., New Delhi, who does neither bind himself to accept the lowest or any other tender, nor does he undertake to assign reasons for his decision in the matter.
2. Acceptance of tendered rates will be communicated by Fax/e-mail or Formal Acceptance of tender. In case where acceptance is indicated by Fax/e-mail, the Formal Acceptance of tender will be forwarded to the contractor as soon as possible, but the Fax/e-mail should be deemed to conclude the contract.
3. The tender document in which tender is submitted by tenderer shall become the property of CONCOR and CONCOR shall have no obligations to return the same to the tenderers.
4. Canvassing in connection with tenders is strictly prohibited. The tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
5. On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from CONCOR shall be communicated to CONCOR within seven working days.
6. CONCOR reserves the right to relax the tender conditions at any stage, if considered necessary, for the purpose of finalising the contract in the overall interest of CONCOR and the trade.

7. Tenders containing any condition leading to unknown/indefinite liabilities shall be summarily rejected. If at all any rebate/rebates is/are offered the tenderer shall first quote his rates strictly on the terms and conditions stipulated in the tender document and then show separately any rebate(s) offered specifying the conditions for such rebate(s) failure to follow this procedure will render the tender liable to rejection.

9. EXECUTION OF CONTRACT DOCUMENT

1. The successful tenderer whose tender is finally accepted shall be required to appear at the office of the CHIEF GENERAL MANAGER, Container Corporation of India Ltd., MUMBAI in person or a duly authorized representative shall so appear and submit the requisite security deposit, bank guarantee and execute the contract documents as stipulated in the Terms and Conditions within ten days of the date of issue of communication from the CONCOR's office and start the work by date stipulated by the Chief General Manager. Failure to do shall constitute a breach of the contract leading to forfeiture of Earnest Money Deposit besides any other action that CONCOR might take as per terms and conditions stipulated in this document.

10. CONFIDENTIALITY OF TENDER DOCUMENTS

1. The tenderer shall treat the contents of the tender documents as private and confidential.

11. POSTAL ADDRESS FOR COMMUNICATION

1. Every tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer in time.

12. CONDITIONS OF CONTRACT AND SPECIFICATIONS

- 12.1 Works will be carried out according to the Central Railways General conditions of contract & General specifications along with special conditions of contract and special specifications, technical specifications, additional technical specifications issued with this tender document.

The following publications can be obtained from the office of the Chief Engineer, Central Railway, Mumbai.

- i) Central Railways General Conditions of Contract and regulation's and instruction's to Tenderers.
- ii) Central Railway standard specifications for materials and works.
- iii) Central Railways standard schedule of Rates 1990.

- 12.2 Correction slips issued upto the date of issue of Tender letter will be operative on the publications mentioned below :
- i) Central Railway General Conditions of contract, Regulations and instructions to tenderers.
 - ii) Central Railway standard specifications for materials and works.
 - iii) Central Railway standard schedule of rates edition, 1990.
- 12.3 The tenderer should note that the publication mentioned in para 12.1 have been prepared for use by Central Railway. For the use of these publications by CONCOR the designation mentioned therein will deem to have been modified for use by CONCOR as follows. The word "Railway" will be read as CONCOR.

13. MEANING OF TERMS

In these Regulations for tenders and contracts various terms shall have the meaning as defined in the standard conditions of contract. Words importing the singular number shall also include the plurals and vice-versa where the context requires.

These Regulations for tenders and contracts shall be read in conjunction with the General conditions of contract which are referred to herein and shall be subject to modification additions or supercession by special conditions of contract and/or technical specifications if any, to the tender forms.

14. OTHER INSTRUCTIONS

- 14.1 The contract operations and proceeding in connection with the works at all time will be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force and the contractors shall further observe and comply with the by-laws and regulations of the Govt. of India, State Govt. and municipal corporations and other authorities having jurisdiction over area involved in connection with the works of site & over operations such as those as are carried out by the contractor's and shall give all notices required by such by-laws and regulations. The hospital and medical regulations in force for the time being shall also be complied with by the contractor/contractors and his workmen.
- 14.2 The tenderer shall visit the site and acquaint himself fully of the site conditions before quoting the rates. No claim arising out of ignorance of site conditions shall be entertained. The contractor will have to follow the extent procedure inforce for movement of labour, material, vehicles etc. both for inward and outward. Nothing extra will be paid for it.

- 14.3 Sales tax or any other tax levies, duties on materials and on complete works in respect of this contract shall be payable by the contractor and CONCOR will not entertain any claim what so ever in this respect. This should be included in the rates quoted by contractor.
- 14.4 Under section 194-c of the income tax Act, 1961 a deduction for income tax along with surcharge as applicable will be made from sums paid on account and final payments for carrying out the work under this contract.
- 14.5 Specification for materials and works of Central Railway can be had from the office of the Chief Engineer, Central Railway Mumbai CST, on cash payment. It can be seen in the office of chief General Manager, Container Corporation Of India Ltd, 5th floor, New Administrative Bldg., D. N.Road, Mumbai CST- 40001.
- 14.6 No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in any department of the Govt. of India is allowed to work as a contractor for a period of two years immediately after his retirement from govt. service without the prior permission of the Govt.of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Govt. of India as aforesaid before submission of the tender or engagement in the contractors service.
- 14.7 Should a tenderer or contractor have a relative employed in managerial capacity in CONCOR or in the case of partnership firm or company incorporated under the Indian company Law, should a partner or relative of the partner or a shareholder be employed in responsible capacity in the CONCOR, the authority inviting tender shall be informed of the fact at the time of submission of tenders, failing which the tender may be rejected. If such fact is suppressed at the time of tendering and comes to light at any time after the acceptance of tender, the contract may be rescinded in accordance with the provisions in clause 61 of General conditions of contract.
- 14.8 Proforma to be filled in and signed by the tenderer and submitted along with the tender is given below. Portions not applicable may be deleted.
- i) The undersigned.
 - a) is a retired officer holding prior to retirement a post in CONCOR/Govt. of India/ state Government.
 - b) Is a partnership firm having as one of its partners person as aforesaid.
 - c) Is an incorporated company having any such retired officer/Engineer/Manager.
 - d) Has no such retired Engineer or retired manager associated with it as stated above.

- ii) If falling under any of the above categories (a) to (c) particular of the officer may be furnished here under :-
- (1) post held before retirement _____
 - (2) Date of retirement _____
 - (3) If not retired at least two years prior to date of submission of tender, state whether permission for taking such employment has been obtained from the officer duly authorised in this behalf _____
- iii) If the tenderer or in case of a firm or company, any of the shareholder has a relative or relatives employed in managerial capacity in the CONCOR, particular of such relative in the CONCOR may be furnished hereunder _____
1. NAME
 2. DESIGNATION
 3. RELATIONSHIP

For CONTAINER CORPORATION OF INDIA LTD.

CHIEF GENERAL MANAGER

CHAPTER – III

SPECIAL CONDITIONS OF CONTRACT

1. LOCATIONS

- 1.1 The contractor will be required to carry out the repairs and maintenance work at following locations:
- CFS, Mulund, East.

2. SCOPE OF WORK

- 2.1 The Contractor will be required to carry out the repairs and maintenance work of all the structures, administrative building, warehouse, compound wall, approach road, pavement, drain, water supply, P.way, etc located at above mentioned places and staff quarters belonging to CONCOR.
- 2.2 Repairs and maintenance work shall be carried out as per SOR-1990 of Central Railway. Works shall be carried out as per SOR items of all chapters.
- 2.3 Work will be started by the party only after receiving work order/job order/purchase order from CONCOR. In absence of proper work order/job order/purchase order the supply will be treated as invalid.
- 2.4 The party shall start the work at site within seven days of receipt of order from CONCOR, unless otherwise longer period is specified by CONCOR.

3. PERIOD OF CONTRACT

- 3.1 At the initial stage, this contract shall be awarded for a period of 2 (Two) years from the date of commencement of contract. CONCOR shall, however, have the right to exercise its discretion of extending the contract by 1 (One) more years at the same terms and conditions in case it considers it necessary. No request for any change in rates will be entertained during the pendency of the contract.
- 3.2 The date of signing of the agreement with the contractor which has to be a date within 10 days of the date of award of the contract, shall be treated as the date of commencement of contract.

4. MAINTENANCE PERIOD

- 4.1 All the works carried out by contractor under this zone will be maintained by the contractor for a period of 3 months from the date of completion of work.

5. SAFETY

- 5.1 For work close to railway line, road, telephone line, power line (both underground and overhead) and structures. All precautions will be taken for ensuring that during the execution of the work no damage is caused to the installation structures and also no obstruction is caused to the movement of trains.
- 5.2 The contractor will also ensure that no damage is done to the electrical cables drainage system & water supply and any other services and/or structures.

6. DELAY OR DEFERMENTS

- 6.1 While executing the work in proximity of built up structures, some work may get delayed or may have to be temporarily deferred till some of the equipment's/structures/cables are fixed in position or relocated or shifted or removed. For such, delays, the contractor will not be eligible for any compensation but for a suitable extension to completion period.
- 6.2 Simultaneously with the progress of this work, works on installation/erection of the various parts and plants of the works will continue. The progress of such works will have to be synchronized with such other works.
- 6.3 Where the contractor has to work along with other agencies in and around the area allotted for his works. He should execute all his works in complete co-ordination and co-operation with all such agencies so that at no time either his work or the works of other agencies is stopped or delayed. In case of any dispute in this regard the decision of CONCOR or their representative will be final and binding on the contractor. No claim for idle labour, plant and machinery under any circumstances will be entertained by the CONCOR.
- 6.4 During the execution of work, any depot will be operational. Contractor has to execute all his work in complete co-ordination and co-operation with all his activities confined to the area within the scope of work so as not to affect the operation of depot under any circumstances. In case of any dispute in this regard the decision of CONCOR or their representative will be final and binding on the contractor. Contractor shall also note the work shall progress as per the phased development as indicated in the master plan shown in the drawing, if any.
- 6.5 If the party fails to commence the work within the prescribed time limit, then CONCOR will be at the liberty to get the work done by another party available in the market, and any excess incurred on that work will be charged to you. In addition to that Rs.1000/- penalty for each occasion will be imposed.

7. SERVICE ROADS

- 7.1 Contractor will provide service road/roads for movement of materials as per direction of Consultant(Civil), CONCOR. Contractor will also maintain these service roads in safe and fit conditions at his own cost. He will however have no authority to prevent use of such roads by CONCOR and other bonafide contractors working at site. CONCOR will however have the authority to disallow any movement on the road which in their opinion is not in the interest of work. If the contractor fails to provide service road to the satisfaction of the Engineers it will be provided by the Engineer at contractors cost.

8. MEASUREMENTS FOR WORKS/RECORD MEASUREMENTS

- 8.1 The contractor shall ensure that the measurements for all work which may be partially or wholly hidden in the course of construction are duly recorded in the measurement book before that portion of work becomes inaccessible for measurement.

9. PROCUREMENT STOREGE, AND PAYMENT OF CEMENT,STEEL AND BITUMEN

- 9.1 Structural steel required for the work will be procured by the contractor from approved suppliers. Structural steel should confirm to IS-808.
- 9.2 The contractor has to produce a test certificate from manufacturer to the Engineer/consultant for the steel for every consignment procured, failing which no consignment of steel and bitumen will be accepted by the Engineer/consultant.
- 9.3 The testing and acceptance of criteria for steel and any other materials supplied by the contractor should be as per IS codes referred to above or as decided by the Engineer/consultant. The cost of testing will be borne by the contractor.
- 9.4 No claim whatsoever shall be entertained by CONCOR on account of delay in either providing these materials or non availability of these materials in the market.

10. PLANT & MACHINERY REQUIRED FOR THE WORKS.

- 10.1 The contractor will also arrange for getting permission(for their use) if required from local or other concerned authorities so also for their transportation to site.
- 10.2 All expenditure incurred in this connection will have to be borne by the contractor.

- 10.3 No plant or machinery will be issued on hire by the CONCOR.
- 10.4 It will be the responsibility of the contractor to arrange all plant & machinery, trucks, concrete mixers, vibrators, road roller etc. required for the execution of works.

11. A) ARRANGEMENT OF WATER FOR EXECUTION OF WORKS.

- 11.1 The contractor will have to make his own arrangements for obtaining water to be used for execution of the works.
- 11.2 The contractor shall not dig any wells on clients land without specific permission in writing from consultant of CONCOR.
- 11.3 All temporary or pucca bunds or diversion of water courses, nallahs etc. shall be done at contractor's cost and after obtaining permission of concerned local authorities, and the same shall be removed after completion of the works and area restored to original state.

11. B) ARRANGEMENTS FOR ELECTRIC CONNECTION, LIGHTING & OTHER PURPOSE

- 11.1 If for reasons of urgency the work has to be executed at night contractor shall make his own arrangement for illuminating the site. Nothing extra will be paid for doing works at night.
- 11.2 He will have to make his own arrangements for arranging electricity if the same is required for illumination purposes or for running of any plant or machinery/ equipment's or for any other purpose.

12. DEFINITIONS & INTERPRETATIONS ETC RELEVANT TO ITEMS OF SCHEDULE OF RATES AND SPECIFICATIONS

- 12.1 In the Central Railway standard specifications where ever there is any reference to Engineer, Dy.chief Engineer, Divisional Engineer, Assistant Engineer it shall mean consultant appointed by CONCOR for the work.
- 12.2 Wherever there is a reference to I.S.I code/ specifications or any other code it shall refer to code with correction slips as in vogue on the date of tendering.
- 12.3 Item rate means the rate to be quoted against the specific items of the schedule of items provided in the tender document.
- 12.4 Schedule rate or schedule item means item/items provided in Central railway schedule of Rates 1990.

12.5 Non-schedule item shall mean items of work, rate of which is not covered either by the schedule of items or in the schedule of rates. Rates for such items not provided in schedule of rates or schedule of items given in tender shall be mutually agreed to. The contractor shall not execute such an item without written approval of Consultant of CONCOR.

13. AGREEMENT/WORK ORDER

13.1 For executing the works under this agreement, the work orders shall be issued in the proforma given at Annexure-IV. More than one work order can be issued but the total value of work orders issued shall not exceed or reduce the total value of the contract by + or – 50%. For variation in quantity of individual items however these limits will not apply as long as the total value of contract variation remains within + or – 50% of the contract cost. Variation beyond + or – limit of the total contract cost will be mutually agreed upon. In case, no work order is issued, the work will be further commenced on the agreement quantities which may be modified as per above variation limits.

14. MISCELLANEOUS

14.1 The contractors copy of the agreement/work order should be returned to the consultant along with the final bill, in default of which the penalty of Rs.500/- may be levied on each copy of the work order.

14.2 Customary standards/local traditions will not be the criteria for the standards. All works shall be up to the Central Railway standards and as ordered by Consultant of CONCOR.

14.3 Payment to items of work in standard schedule of rates of Central Railway 1990 will be made after adding or deducting, as the case may be the percentage mentioned by the contractor in his tender on the total value for each chapter or group or chapters and the grand total made at the bottom of the bill.

14.4 No area will be made available to the contractor for making the temporary jauggis for labours or any other purpose.

14.5 No areas outside the site of work will be made available to the contractor for construction of storage of construction materials and site office etc. and if required contractor will make his own arrangement for such and by personal negotiation with the owners.

15. RECOVERY OF ROYALTY IN CASE OF MATERIALS QUARRIED FROM RAILWAY LAND.

- 15.1 Without the sanction of the CONCOR no material of any kind such as sand or stone whether required for the performance of this agreement or not , shall be quarried and/or collected from land belonging to railway or held by the CONCOR.
- 15.2 If and when the contractor quarries and or collects material from CONCOR land for the purpose of supply of materials and/or of work under an agreement based on special rates obtained for various items of work or supplies he shall be liable to pay to CONCOR a Royalty which shall be recovered from the Contractors bill for the supply of material or from any other sums due to him from CONCOR at the rate prescribed by the state Government authorities and in force during the period of contract. No royalty shall however be paid for earth or moorum or any other soil excavated from borrow pits in CONCOR's land for making the formation under the preview of this contract.

16. HANDLING OF MATERIALS

- 16.1 No lead is payable on water for works done under any section of Central Railway schedule of rates 1990 or for the work done under the item rate.
- 16.2 No extra payment can be claimed for carrying materials in extreme conditions of climate and weather and all precautions taken to protect materials by suitable coverings to prevent damage due to sun, rain and wind while carrying by carts or trucks.
- 16.3 It is the contractors responsibility to see that all CONCOR materials entrusted to him are carried safely and expeditiously to the site of the work.
- 16.4 If CONCOR materials are lost, stolen or damaged while in transit or under custody of the contractor, the cost of the same @ twice of the prevailing market rate will be recovered from the contractors dues and contractor will have no claim whatsoever on this account.

17. ADHERENCE TO LABOUR LAW AND REGULATIONS

- 17.1 The contractors who are working in the establishments through contract labour and/or employing labour themselves directly should get themselves registered under Contract labour(Regulation and Abolition) Act-1971 and obtain a license from concerned dept. and produce the same to CONCOR either along with the tender or before signing the agreements, failing which the contract awarded may be terminated on the ground that they have not complied with legal provisions of the said act and earnest money forfeited.

18. PROVISION OF EXTRA/ADDITIONAL ITEMS

- 18.1 If the altered/additional work required to be executed as per consultant's requirements for which there are no established rates in schedule of rates, the same shall be payable as per provisions stated hereunder :-
- a. As far as possible the rates for such items shall be derived from agreed schedule of rates on pro-rata basis.
 - b. If direct working out is not possible, the contractor shall be paid on the basis as under :
 - i) Material, labour either or both : Reasonable cost of materials plus reasonable cost of labour inclusive of tools, plants and machinery and plus 15% of so desired cost to cover contractor profit, supervision, overheads, establishments etc.
 - ii) Consultant's decision regarding reasonable labour cost and reasonable material consumption/and cost shall be final and binding on contractor.

19. ESCALATION

- 19.1 No Escalation on account of any increase in price index in the price of materials, imposition of sales tax or other tax etc. or imposition of levies etc will be payable.
- 19.2 No price escalation shall be applicable even during the extended period for completing the works.

20. STORAGE OF INFLAMMABLE ARTICLES

- 20.1 No inflammable materials such as petroleum, oil etc within the meaning of the Indian petroleum Act and Indian Explosive Act shall be stored at site or adjacent land until the approval of the CONCOR and necessary license under the Act has been obtained by the contractor. All due precautions as required under the Acts shall be taken by the contractor.

21. NIGHT WORK

- 21.1 If the CONCOR however satisfied that the work is not likely to be completed in time except by resorting to night work, by special order, the contractor would be required to carry out the work even at night, without conferring any right on the contractor for claiming for extra payment for introducing night working. The decision of the Consultant in this regard will be final and binding on the contractor.

22. NOTICE TO PUBLIC BODIES

- 22.1 The contractor shall give to the municipality, police and other authorities all notices that may be required by the law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges which may be livable on account of his own operations in executing the contract. He should make good any damage to adjoining premises whether public or private and provide and maintain any light etc. required at night and no extra payment will be made on this account.
- 22.2 The plea of 'Custom' prevailing will not on any account be permitted as an excuse for infringement or any of the conditions of contract or specifications.

23. CARE OF STAFF

- 23.1 No guarantee will be provided by CONCOR for accommodation of the contractor or any of his staff employed on the work. The contractor may be allowed to erect any labour camps for housing the labour at or near the site of work on available CONCOR's land. The contractor shall at his own cost make all necessary and adequate arrangements for importation, feeding and preservation of the hygiene of his staff. The contractor shall permit inspection at all times of all sanitary arrangements made by him by the consultant or his assistant or the medical staff of the CONCOR. If the contractor fails to make adequate medical and sanitary arrangements, these will be provided by the CONCOR and the cost thereof will be recovered from the contractor.

24. FIRST-AID

- 24.1 The contractor shall maintain in a readily accessible place first aid appliance including an adequate supply of sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.

25. DAMAGE ACCIDENTS OR FLOODS OR TIDES

- 25.1 The contractor shall take precautions against damages from accidents, floods or tide. 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 contractor shall be liable to make good the damages to any structure or part of structure, plant or material of every description belonging to the CONCOR Administration, lost or damages by any cause during the course of contractor's work.

25.2 The CONCOR will not be liable to pay to the contractor any charges for rectification or repairs to any damages which may have occurred from any cause whatsoever, to any part of the new structures during construction. No claims in this regard will be arbitrable.

25.3 The contractor shall at all times be responsible for any damages or trespass committed by his agents and workmen in carrying out the work, unless such trespass is authorised by the consultant at site.

26. VARIATION IN QUANTITIES :

26.1 Variation for all Schedule and Non-schedule items will be as per Clause No.42 of General Conditions of Contract, Central Railways subject to the following:

- a) Item of Bill of quantities can vary to any extent and any item can be deleted.
- b) SOR items, any item/items can be introduced from any chapters of C.R.S.O.R 1990 to any extent and paid at the accepted percentage.
- c) Tenderers will please note that non schedule items may be operated in part or full or some of the non schedule items may be deleted.

Note : Tenderer should read the above special conditions for the variation clause appeared in General conditions of contract (clause no.41,42). The above conditions for variation will supercede the variation clause stipulated in General conditions of contract.

While quoting the rates, tenderer should bear in mind the above condition.

26(A). The provision of clause 63 & 64 of General conditions of contract , Central Railway will be applicable only for settlement of claims or disputes between the parties.

The contractor shall not be entitled to ask for reference to arbitrator before the completion of the work assigned to him under this contract. The contractor shall seek reference to arbitration to settle the dispute only once within the ambit of condition mentioned above.

The contractor shall not be entitled to make any claim whatsoever against the CONCOR under or by virtue of or arising out of this contract, nor shall the CONCOR entertain or consider any such claim if made by the contractor, after he shall sign a " NO CLAIM CERTIFICATE " in favour of the CONCOR, in such a form as shall be required by the CONCOR, after the works are finally measured up. The contractor shall be debarred from

disputing the correctness of the items covered by " NO CLAIM CERTIFICATE " or demanding a reference to arbitration in respect thereof.

The successful tenderer/s contractor/s shall put up their claims as per clause 43 of the General conditions of contract during the progress of work or after completion of the work. All such claims and disputes shall be settled promptly during the progress of the work. Apart from the decisions given at various levels the final authority for giving the decisions on claims and disputes put up by the contractor/s shall be the Chief General Manager, Western Region, CONCOR only and the decisions regarding measurements, method of measurements meaning and intent and interpretation of specifications of the contract given and made by the Chief General Manager, CONCOR shall be treated as "Excepted matter" in terms of condition no.63 of the General conditions of the contract. These special conditions shall prevail over existing clause 63 & 64 of the General conditions of contract other than provisions relating to 'Excepted Matters'.

27. USE OF CONCOR MATERIALS SECURED WITH GOVERNMENT ASSISTANCE

27.1 Where any raw materials for the execution of the contract are procured with the assistance of Govt. either by issue from Government, stock or purchases under arrangements made or permit(s) or licence(s) issued by the government, the contractor shall hold the materials as trustee for the government and use such materials economically and solely for the purpose of contract against which they are issued and not dispose off them without permission of the government and return if required by the government all surplus or unserviceable materials that may be left by him after completion of the contract or at its termination for any reason whatsoever on his being paid such price as government may fix with the due regard to the condition of the materials. The freight charges for the return of the material according to the direction of the purchases shall be borne by the contractor, in the event of contract being cancelled for any default on his part, the decision of government shall be final and conclusive.

27.2 In the event of a breach of the aforesaid conditions the contractor shall in addition to throwing himself open to action for contravention of terms of the licence(s) if the permit(s) and/or for original breach of trust be liable to account to government for all moneys. Advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

28. SETTING OUT OF WORKS

28.1 The work shall be set out by the contractor to the satisfaction of the Consultant(Civil), CONCOR but his approval thereto shall not, nor shall his

- joining with the contractor in setting out the work, relieve the contractor from his entire and sole responsibility therefore.
- 28.2 The contractor shall also provide, fix & be responsible for the maintenance of all stakes, templates profiles, level marks, points etc. and must take all necessary precautions to prevent these being removed altered or disturbed and will be held responsible for the consequences of such removal, alterations or disturbances should the same take place and for their efficient reinstatement.

29. INSURANCE FOR WORKS PERSONS AND PROPERTY

- 29.1 The contractor at the time of signing the contract or before commencing the execution of the work, without limiting his obligations and responsibilities shall insure the works at his own cost and keep them insured until the virtual completion of the contract against all acts of god including fire, theft, riots, war, floods, etc with a nationalised insurance agency in the joint names of the employer and contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the employer and fees for assessing the claim and in connection with his services generally therein & shall not cover any property of the contractor or of any sub-contractor or employer.
- 29.2 The contractor shall deposit the policy and receipt for the premiums with the employer within twenty one (21 days from the date of signing the contract/ commencement of execution of work of unless otherwise instructed by the employer. In default of the contractor insuring as provided above, the employer on his behalf may so insure and may deduct the premiums paid from any moneys due or which may become due to the contractor. The contractor shall, as soon as any claim under the policy is settled or the works reinstated by the insurance office should elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the misfortune/accident had not occurred and in all respects under the same conditions of contract. The contractor in case of rebuilding or reinstatement after accident, shall be entitled to such extension of time for completion as the employer deems fit.

30. INSURANCE IN RESPECT OF DAMAGES TO PERSONS AND PROPERTY

- 30.1 The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any approved sub contractor's or employees, whether such injuries or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include any damage to building, whether immediately adjacent or

- otherwise and damage to road, streets, footpaths, bridges, and works forming the subject of this contract by frost or other inclemency of the weather. The contractor shall indemnify the employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and in respect of any claims made in respect of injury or damage under any acts of government or otherwise and also in respect of any award of compensation of damage consequent upon such claims.
- 30.2 The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property to third parties.
- 30.3 The contractor shall indemnify the employer against all claims which may be made against the employer by the member of the public or other third party in respect of works in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with any nationalised insurance agency in the joint names of the employer from time to time during the currency of this contract. The contractor shall similarly indemnify the employer against all claims which may be made upon the employer whether under the workman's compensation Act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain with an approved office a policy of insurance in the joint names of the employer and the contractor against such risks and deposit such policy or policies with the employer from time to time during the currency of the contract. The contractor shall be responsible for any thing which may be excluded from the insurance policies above referred to and also for all other damage to any property arising out of an incidental to the negligent or defective carrying out of this contract. He shall also indemnify the employer in respect of any costs, charges or expenses arising out of any claim proceedings and also in respect of any award of or compensation of damages arising therefrom.
- 30.4 The employer shall be at liberty and is empowered to deduct the amount of any damage, compensation costs, charges and expenses arising or accruing from or in respect of any such claim or damage of any sum or sums due to or become due to the contractor including the security deposit.
- 30.5 If the contractor fails to comply with the terms of these conditions. The employer may insure the works and may deduct the amount of the premiums paid from any moneys that may be or become payable to the contractor or may at the option, do not release running payment to the contractor until the contractor shall have complied with the terms of this condition.

31. SITE OFFICE

- 31.1 Tenderer shall have to provide temporary site office and go down for storing/stacking construction materials at their own cost for which no extra payment will be made.

32. SAFETY RULES

- 32.1 Suitable scaffolds should be provided for workmen for all works that can not safely be done from the ground or from solid construction except such sort period work as can be done safely from ladders. When a ladder is used an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as will suitable and hand hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ (1 horizontal to four vertical).
- 32.2 Scaffolding or staging more than 3.5 meters above the ground or floor swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted , braced and otherwise secured at least 1 metre high above the floor or platform of such scaffolding or staging and extending along the entire length thereof with only such opening as may be necessary for the delivery of materials such scaffolding or staging shall be so fastened as to prevent it from swinging from the building or structure.
- 32.3 Working platform gangways and stairways should be so constructed that they should not sag unduly or unequally, and where the height of the platform or the gangway or the stairway is more than 3.5 meters above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in the above para.
- 32.4 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 meters in length while the width between side rails in swung ladder shall in no case be less than 300 mm for ladder upto and including 3.5 meters in length. For longer ladders this width should be increased by atleast 20 mm for each additional meter of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials or any of the sides of work shall be so stacked or placed as to cause danger for inconvenience to any persons or the public.
- The contractors shall provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defence of every suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in

any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

32.5 Demolition before any demolition work is commenced and also during the process of the work :

- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.

32.6 All necessary personal safety equipment as considered adequate by the consultant should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by these concerned.

- a) Workers employed on mixing asphaltic materials, cement and live mortar shall be provided with protective goggles.
- b) Of these engaged in white washing and mixing or attacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welders protective eye sight lids.
- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

32.7 In case the contractors have to ply vehicles for the purpose connected with the contract adjacent to Railway track the Railway administration will be a liberty to post an experience staff as flag man for guidance of the movements such vehicles so as to prevent accidents and the contractors will bear wages including all etc. of the staff posted as flag man for the period of contract for such periods during which such staff is posted for the purpose. The Railway administration will be sole judge in the absolute discretion of the fact that it is necessary to post any staff that which of the staff will be suitable for the purpose, that what should be the wage and other allowance payable by the contractor for staff posted for the purpose. The Railway administration will have a right without prejudice to other remedies to deduct the wages etc. of such staff from the bills of the contractor in respect of this contract or from any money or the contractor whatsoever available with the Railway administration. The contractor will be liable for any over payments under workman compensation act on account of any injury sustained to Railway servant during that period.

- 32.8 When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any persons in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- 32.9 Use of hoisting machines and tackle including their attachment anchorage and supports shall conform the following standards or conditions :
- a) These shall be of good mechanical construction, materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - c) Every crane driver or hoisting appliances operator shall properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffolding.
 - d) In case of every hoisting machine and of every cabin ring, shackle, swivel and pulley block used in hoisting or as means of suspension safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with in the safe working load.
In case of a hoisting machine having a variable safe working load. Each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machinery or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - e) In case of departmental machine the safe working load shall be notified by the consultant. As regards contractors machine, the contractor shall notify safe working load of the machine to the consultant. Whenever he brings any machinery to site of work, get it verified by the consultant.
- 32.10 Motors, gearing transmission electric wiring and of the dangerous part of hoisting appliances should be provided with efficient safe guards, hoisting appliances should be provided with such means will as reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installation which are already energised insulating mates, wearing a parel, such as gloves, sleeves and both as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

- 32.11 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is use. Adequate washing facilities should be provided at or near places of work.
- 32.12 These safety provisions should be brought to the notice of all concerned display on a notice board at a prominent place at the workspot. The persons responsible for compliance of the safety code shall be named therein by the contractor.
- 32.13 To ensure effective endorsement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be opened to inspection by Labour officer/Engineer in charge of the Department of their representative.
- 32.14 Notwithstanding the above clauses from (1) to (13) there is nothing in these to exempt the contract from the operations of any other act or rule in force in the Republic of India.

33. EARNEST MONEY:

- 33.1 The tenderers shall be required to deposit a sum of Rs.18,000/- (Rupees eighteen thousand only) as earnest money. The earnest money shall be deposited along with the Pre-Qualification Bid by crossed Demand Draft made-out in favour of "Container Corporation of India Ltd" payable at Mumbai and valid for a minimum period of six months from the date of issue.
- 33.2 It shall be understood that the tender documents have been issued to the tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not resile from his offer or modify the terms & conditions thereof in a manner not acceptable to CONCOR within 120 days of the tender opening date, unless extended further. If the tenderer fail to observe or comply with the said stipulation, the aforesaid amount in sub-para 4.1 shall be liable to be forfeited by CONCOR.
- 33.3 No interest shall be allowed on the earnest money deposited and also on security deposit.
- 33.4 The earnest money deposited by the successful tenderer will be adjusted towards the security deposit. The earnest money of the unsuccessful tenderers will be returned as soon as possible after the tenders have been finalized.

34. SECURITY DEPOSIT :

- 34.1 The successful tenderer will be required to furnish a security deposit of Rs.90,000/- (Rupees Ninety thousand only) towards successful performance under this contract within ten days from the date of communication of award of contract in his favour by CONCOR.
- 34.2 The contractor, whose tender has been accepted, decline or fail to remit the security deposit and/or execute an agreement and take up the contract within the time specified by CONCOR, the EMD mentioned in para above will be liable to be forfeited by CONCOR in full without prejudice to any further rights or remedies in this regard for breach of contract.
- 34.3 The competent authority of CONCOR may, at his discretion, increase the amount of security deposit, proportionate to the increase in the volume of the work, but not exceeding 50% of original security deposit. The decision of the competent authority of CONCOR , with regard to the volume of work and the value of the security deposit shall be final and will be binding on the contractor.
- 34.4 CONCOR shall be entitled to appropriate the whole or any part of the security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. CONCOR shall be entitled to recover any loss or damage that CONCOR may suffer or sustain by reason of the failure of the contractor to observe and in performance of the terms and conditions of this contract or any amount that may become due to CONCOR under or by reason of the terms and conditions of this contract from the amount of security deposit, and in the event of any balance remaining due to CONCOR, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit within fifteen days of the date of demand to this effect, failing which CONCOR shall deduct the same from the amounts due to the contractor.
- 34.5 The security deposit referred to above shall be forfeited by CONCOR in the event of any breach on the part of the contractor of any of the terms and conditions of this contract, without prejudice to CONCOR's rights to rescind the contract and other rights and remedies warranted by law.
- 34.6 The Earnest money deposited with the tender will be converted in to initial security deposit. If the contractor requests deducting the balance of security deposit through his on account bills. CONCOR may accept the request according to its merit in which case the deduction will be made at the rate of 10% from each bill till the total security deposit is built up.

34.7 The security deposited unless forfeited in whole or in part according to the terms and conditions will be refunded on receipt of a certificate from the Consultant(Civil), CONCOR to the effect that the work is completed satisfactory and maintained in all respects for the period specified in the contract.

34.8 No interest will accrue on the security Deposit under any circumstances.

35. REFUND OF SECURITY DEPOSIT

35.1 The security deposit shall, subject to any deduction that may be made therefrom, be returned to the contractor within four calendar months after the termination of the contract subject to no dues pending. However, if there is a delay, the Contractor shall not be entitled to any interest. In the event, however, of any dispute arising between CONCOR and contractor or between CONCOR and any third party or in respect of any money due to CONCOR in reference to this contract or other contracts entered into by the Contractor singly or jointly with others and CONCOR, CONCOR shall detain the security deposit or such balance thereof and/or other amounts payable to the contractor as CONCOR may in its sole discretion deem sufficient until dispute is settled and determined. The Contractor shall have no claim for compensation or otherwise for any such detention made by CONCOR.

For CONTAINER CORPORATION OF INDIA LTD.

CHIEF GENERAL MANAGER

CHAPTER – IV

CORRIGENDUM/ADDENDUM AND ERRATA TO GENERAL CONDITIONS OF CONTRACT OF CENTRAL RAILWAY

Corrigendum to General conditions of Contract Regulation and instructions for Tenderers and standard forms of contract of Central Railway must be read together.

	For	Read
1.	Railway	Container corporation of India Ltd.(CONCOR)
2.	Engineers/Engineer	Authorised CONCOR representative/Consultant
3.	Chief Engineers	Chief General Manager, CONCOR.
4.	Railway Gazetted Officer	Container Corporation of India Ltd.(CONCOR) OR its representative or assigns.

ERRATA

To Central Railway Standard General Conditions of Contract for Civil Engineering works.

1.	Para 1(a)	To be deleted and substituted as CONCOR shall mean Container Corporation of India Ltd, 5 th floor, New administrative Bldg, Central Railway, D. N. Road, Mumbai-1 Or its authorised representative or assigns.
2	Para 1(b) to 1(f)	To be deleted
3	Para 1(q)	Add para 1(q) after para 1(p), General conditions of contract shall mean Central Railway General conditions of contract, Regulations and instructions for Tenderers and standard forms of contract.
4	Para 2(1) page 18	To be deleted.
5	Para 2(2) page 18	it is substituted and read as under : " If a work is transferred from the jurisdiction of one project authority while the contract is in subsistence. The contract shall be binding on the contractor and the successor project authority in the same manner and take effect in all respect as if the contractor and the successor project authority were parties thereto from the inception and the corresponding officer or the competent authority in the successor project authority will exercise the same powers and enjoy the same authority as conferred to the predecessor project authority under the original contract agreement enter into"
6	Para 2(3) page 18	To be deleted
7	Para 9 page 19	To be deleted
8	Para 10 page 19	To be deleted
9	Para 11 page 19	To be deleted
10	Para 16(1), (2) & (3) Page 20	Are substituted and read as under : iii) a) 12 year National Defence certificate at the surrender value. b) 10 years Defence Deposit at the surrender value. c) State Loan Bonds.

		<p><u>NOTE</u></p> <p>i) Govt. Securities (stock certificates, bearer bonds promissory notes, cash certificates, etc) will not be accepted.</p> <p>ii) The National saving/Defence certificates as referred to in para 1.5(ii) and (iii) above should be accompanied by the prescribed form duly filled in favour of M/s.Container Corporation Of India Ltd. National certificate etc. not accompanied by this form will not be accepted as valid security money.</p> <p>iii) No interest shall be allowed or paid on the security deposit.</p>
11	Clause 17 Page 20	<p>Line no.5 period of "15 days" to be inserted in the gap.</p> <p>Line no.12 period of "180days" to be inserted in the gap.</p>
12	Clause 17(B) Page 21	<p>Add at the end of para 1 i.e " after each week or part of the week"</p> <p>"The work so delayed subject to a maximum of 10% of contract value or the modified contract value.</p>
		Delete para 2 from " for the purpose of this clause ..5% of the balance.
13	Para 19(2) page 22	<p>Is substituted and read as under :</p> <p>(2) COMMENCEMENT OF WORKS :</p> <p>a) The contractor shall commence the works within 7 days after receipt by him of an order in writing to this effect from the authorised representative of CONCOR/Engineer-in-charge and shall proceed with the same with due expedition and without delay.</p> <p>b) No compensation shall be allowed for any delay caused in the starting of the work on account of any acquisition of land or any delay in according sanction of estimates or drawing etc.</p> <p>c) No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits and no claims for the extra rate shall be entertained unless otherwise expressly specified.</p> <p>d) The Contractor shall not enter upon or commence any portion of work except with the written authority and instruction of the Engineer-in-charge or of his subordinate in charge of the work failing such authority the contractor shall have no claim to ask for measurements or payment for work.</p>
14	Para 31(3), page 25	To be deleted.

15	Para 32, page 25	After para 32, para 32(a) is added as under : <u>Return of Empty Bags</u> : Cement issued to the contractor or procured by the contractor will be in gunny bags/paper bags/polythene bags. The empty gunny bags/polythene bags shall be the property of the contractor.
16	Para 33(1) & 33(2)	To be deleted.
17	Para 37, page 27	After para 37, para 37(a) is added as under : " Cost of Testing materials supplied by the contractor and provision of testing facilities for the compaction of soil if required shall be borne by the contractor"
18	Para 46, page 30	After Para46(4) para 46(5) is added as under : <u>PAYMENT TO BE MADE BY CONCOR</u> No on account payment will be made for any item of work which may cost less than Rs. One thousand till after the whole said work have been completed. The contractor will submit running account bills fortnightly. However these bill will not be less than 5 lakhs or the value of work done (excluding secured advance if any) approved and passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not prohibit the Engineer-in-charge from requiring bad unsound imperfect or unskillful work to be dismantled and removed from site and reconstructed, or re-erected as per specifications. No payment shall be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim, nor shall it conclude, determine or affect in any the powers of the Engineer in charge as to the final settlement and adjustment of the contract. The final bill shall be submitted by the contractor within three months of the date of the completion of work. Final measurements shall be taken within one months from date of completion of work. The certificate of the Engineer-in-charge of the measurement and of the total amount payable for the work shall be final and binding on all parties.

19	Para 52, page 32	<p>It is substituted and read as under :</p> <p><u>52. CONCOR LIEN ON ALL MONEY DUE</u></p> <p>CONCOR shall have a lien on and over all or any money that may become due and payable to the contractor under these presents, and /or also over the deposit of security amount or amounts made under the contract and which may become payable to the contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to CONCOR by the contractor either alone or jointly with another or others and either under contract or transaction of any nature, whatsoever, between the CONCOR and the contractor.</p> <p>CONCOR reserves 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 enforce recovery, if as a result of such examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done, by CONCOR from the contractor by any or all of the methods prescribed above. If on the other hand, any underpayment is discovered the amount shall be duly paid to the contractor. Further, CONCOR reserves the right to make such recoveries and adjustments notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before any arbitrator appointed under the arbitration clause of the contract and notwithstanding the fact that the amount of the final bill figure in the arbitrator's award.</p> <p>And, further, unless the contractor pays and clears the claims of CONCOR immediately on demand, CONCOR shall at all times be entitled to deduct the said debt or sum due by the contractor from the moneys, securities or deposits which may have become or will become payable to the contractor under these presents or under any other contracts or transactions, whatsoever between the contractor and CONCOR.</p>
20	Para 59	<p>After para 59(10) para 59(11) is added as under :</p> <p><u>EMPLOYMENT OF LABOUR FROM SCARCITY AREA</u></p> <p>If the Government declares a state of scarcity of famine to exist in any village situated with 10 miles of the work. Piece worker/contractor shall employ upon such parts of the works the suitable unskilled labour any person certified to him by the Engineer-in-charge or by any person to whom the Engineer-in-charge may have delegated in writing to be in need to relief and shall be bound to pay to such person wages not below the minimum which govt. may have fixed</p>

		in this behalf. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Regional manager whose decision shall be final and binding on the piece worker /contractor.
21	Para 64.7 Page 41	After para 64.7 paras 64.8 & 64.9 are added as under : 64.8. The venue of Arbitration shall be in India 64.9. In supersession of above mentioned provision, in case of dispute between CONCOR AND CENTRAL GOVT. Dept/Central public sector undertakings, the Arbitration procedure shall be governed by the latest guidelines issued by Bureau of Public enterprises/Dept. of public enterprises.
22	Para 64	After para 64, paras 65, 66 and 67 have been added as under : <u>TAXES AND INSURANCE TAXES, DUTIES, OCTROI ETC.</u> 65. The contractor agrees to and hereby accept full and exclusive liability for the payment of any and all taxes, duties, octroi etc. now or hereafter imposed increased or modified and all the sales taxes from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by the Central or state government authorities which are imposed with respect or covered by the wages,salaries or other compensations paid to the persons employed by the contractor and shall be responsible for the compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship and the contractor further agrees to comply, and to secure the compliance of all sub-contractor with all applicable Central,state, or local government agency or authority. Contractor further agrees to defend, indemnify and hold CONCOR harmless from any liability by reason of any violation by contractor or sub-contractor of such laws, regulations or requirements and also from all claim, suit or proceeding that may be brought against CONCOR arising under, growing out of or by reason of the work provided for by this contract, by third parties, or Central or state government authority or any administrative sub-division thereof.
		66. <u>INSURANCE</u> Contractor shall at his own expense carry and maintain insurance with reputable insurance companies to the satisfaction of the owner as follows : 66.1 <u>EMPLOYEE STATE INSURANCE ACT</u> The contractor agrees to and does hereby accepts full and exclusive liability for the compliance with all obligations

imposed by the Employees state Insurance Act,1948 and contractor further agrees to defend indemnify and hold CONCOR harmless from any liability or penalty which may be imposed by the Central, state or local authority by the reason of any asserted violation by contractor or sub-contractor of the Employee's state insurance act,1948 and also from all claims, suits or proceeding that may be brought against the CONCOR arising under, growing out of or by reason of the work provided for by this contract either brought by employees of the contractor, by third parties or by Central or state Govt. authority or any political sub-division thereof.

The contractor agrees to fill in with the Employees state insurance corporation, the declaration forms and all forms which may be required in respect of the contractors or sub-contractors employee, who are employed in the work, provided they are covered by ESI, from time to time under the agreement. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employees contribution as per the first schedule of the Employee's state insurance act from wages and affix the employees contribution cards at wages payments intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the state bank of india employee's contribution as required by the act. The contractor agrees to maintain all card and records as required under the act in respect of employees and payments and the contractors shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred in making contribution of maintaining records shall be to the contractors or sub-contractor's account.

CONCOR shall retain such sum as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contributions as required by the Employees state insurance act,1948 have been paid. This will be binding on the contractor when the Employees state insurance act is extended to the place of work.

66.2 WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Insurance shall be effected for all the contractors employees engaged in the performance of this contract. If any of the work is sublet, the contractor shall require the sub-contractor to provide workmen's liability insurance for the later's employees if such employees are not covered under the contractors insurance.

	<p>66.3 <u>ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER.</u></p> <p>Contractor shall also carry and maintain any other insurance which he may be required under law or regulation from time to time. He shall also carry and maintain any other insurance which may be required by CONCOR.</p> <p>66.4 <u>ACCIDENT OR INJURY TO WORKMEN</u></p> <p>CONCOR shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor save and except an accident or injury resulting for any act or default of CONCOR, his agent or servants and the contractor shall indemnify and keep indemnified CONCOR against all such damages and compensation(save and except as aforesaid) and against all claims, demands, proceedings, cost, charges and expenses, whatsoever in respect or in relation thereto.</p> <p>66.5 <u>TRANSIT INSURANCE</u></p> <p>In respect of all items to be transported by the contractor to the site work, the cost of transit insurance should be borne by the contractor and the quoted price shall be inclusive of this cost.</p>
	<p>67. <u>DAMAGE TO PROPERTY OR TO ANY PERSON OF ANY THIRD PARTY</u></p> <p>67.1 contractor shall be responsible for making good to the satisfaction of CONCOR any loss or any damage to structures and properties belonging to CONCOR or being executed or procured by CONCOR or of other agencies within the premises of all the works of CONCOR, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the contractor, his employees, agents, representatives or sub-contractor.</p> <p>67.2 The contractor shall take sufficient care in moving his plants, equipments and material from one place to another so that they do not cause any damage to third party including over head and under ground cable and in the event of any damage resulting to</p>

		<p>the property of CONCOR or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damage including eventual loss of production, operation or services in any plant or establishment as estimated by CONCOR or ascertained or demanded by the third party shall be borne by the contractor.</p> <p>67.3 The contractor shall indemnify and keep CONCOR harmless of all claims for damages to property other than CONCOR's property arising under or by reason of this contract if such claims result from the fault and/or negligence or willful acts or omission or the contractor, agents, representative or sub-contractor.</p>
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ANNEXURE I

LETTER OF SUBMISSION OF TENDER

From:

To

M/s. Container Corporation of India Ltd.,

Name of work : **Annual maintenance of service building, warehouse, other structures, approach roads, pavement, drain, water supply, pway, at CFS, Mulund (East).**

Dear sirs,

Having examined the Tender documents consisting of general conditions of contract, special conditions of contract, notice/letter inviting tenders, instructions to tenderers, additional conditions and additional technical specifications, Drawings, Time Schedule, Schedule of Quantities and all other documents and papers, as detailed in the tender documents, and having understood the provisions of the requirements of CONCOR, relative to the work tendered for in connection with Projects, and having conducted a thorough study of the job, site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability of land for right of way and temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relative to the formulation of the tender and the performance of work.

I/We hereby submit our tender offer for performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the rate(s) quoted by me/us in the accompanying Schedule(s) of Quantities included within the Tender Documents.

It has been explained to me/us that the time stipulated for job(s) and completion of work(s) in all respect and in different stages mentioned in the Instructions to Tenderers and signed and accepted by me/us is the essence of the contract.

I/We agree that in case of my/our failure to strictly observe that time of completion of jobs or any of them and to the final completion work in all respects according to the schedule. I/We shall pay penalty to the CONCOR as per provision of tender document.

I/We further agree to sign and Agreement/Bond to abide by the General Conditions and Special Conditions of Contract with all correction slips upto date and amendments, corrigendum annexed, additional conditions, specifications, notice/letter inviting tender and instructions to the tenderers and to carry out all works and according to the specifications for materials and works of the Central Railway/MOST. In the case of acceptance of tender, I/We bind myself/ourselves to execute the contract document within 10 days after notice that the contract has been awarded to me/us and to commence the work within seven days after receipt of orders failing which I/We shall have no objection to the forfeiture of the earnest money amount of Rs. 18,000/- only lodged with the CONTAINER CORPORATION OF INDIA LTD.

I/We also undertake to carry out the work in accordance with the said plan specifications and tender documents as stated in the above para and to bind and provide such of the material (other than those to be supplied by the CONCOR), and to do all such things which in the opinion of the Engineer may be necessary for, or incidental to the construction, completion and maintenance thereof and to complete the whole of the said works in all respects, and hand them over to you or your representative within the period specified; and to maintain the same for the period and in the manner provided in the conditions of contracts.

I/We have annexed contained in a cover superscribed with Tender no.CON/W/MAINTENANCE/01 to this tender, all the documents listed under para 2.1 of section – 1 including original tender documents duly signed.

I/We hereby undertake that the statements and herein and the information given in the annexure referred to above are true in all respects and that in event of any such statement or information being found to be incorrect in any above particulars, the same may be construed to be a misrepresentation, entitling CONCOR to avoid any resultant contract.

I/We confirm having deposited earnest money of Rs.18,000 (Strike off whichever is not applicable)

a) By demand draft no..... dated drawn on Container Corporation of India Ltd., BankBranchattached hereto.

I/We also have annexed to this tender cover superscribed tender no.con..... and financial bid volume II containing original schedule of quantities duly filled in with the rates and both figures and words and I/We undertake that financial bid does not contain any Techno-commercial condition, and I/We understand that should such a conditions appears in our financial bid, our tender is subjection to rejection.

SIGNATURE(S) OF THE TENDERER

Name & Designation of authorised person(s)
Signing the tender on behalf of the tenderer(s)
(Power of Attorney to be also enclosed)

ANNEXURE II

AGREEMENT FOR WORKS

Agreement no.con.....

THIS AGREEMENT made thisday ofTwo thousand and Six between CONTAINER CORPORATION OF INDIA LTD. (CONCOR) Govt. of India Undertaking and a Company registered under Indian Companies Act, 1956 having its registered office at C-3, Mathura road, Opp. Apollo Hospital, New Delhi-110 076 (which expression shall mean and include its successor or successors in office and assigns) representing through Managing Director, CONCOR Ltd., hereinafter called "The Company" on the one part and M/s..... hereinafter called the "Contractor" (which expression shall mean and include their heirs, executors and administrators and assigns) on the other part.

WHEREAS the Company being desirous of having provided and executed certain works mentioned enumerated or referred to in the specifications, conditions of contract, schedule of quantities of works, drawings and other documents consisting of the "Tender" and acceptance thereof, copy hereto annexed, all of which are deemed to form part of this contract & are included in the terms CONTRACT whenever herein used.

AND WHEREAS the Company accepted the tender of contractor for Annual maintenance of service building, warehouse, other structures, approach roads, pavement, drain, water supply, pway at CFS, Mulund (East) for the provision and the execution of the said work at the rates stated in the schedule of quantities of work (hereinafter called the "Schedule of Rates") which is annexed. The contracted value works out to Rs..... (Rupees.....).

NOW THIS AGREEMENT WITNESSETH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :

1. In consideration of the payments to be made to the contractor for the work to be executed by him, the contractor does hereby covenant with the Company that the contractor shall and will duly provide, execute, and complete the said work on or before the dates mentioned in the said conditions attached to the tender documents and shall maintain the same at his own cost for period of NIL months thereafter, perform all other acts to be implied there from or may be reasonable necessary for the completion of the said works and in the manner and subject to the terms and conditions or stipulation mentioned in the contract.

2. In consideration of the due provision, execution, and completion of the said works the Company does hereby, agree with the contractor that the company will pay to the contractor the respective amount for the work actually done by him or the "Schedule of Rates" as contained in the appended schedule and such other sums as may become payable to the contractor under the provisions of the contract, such payments to be made at such time and in such manner as provided for in this agreement.

3. The Earnest money of Rupees only deposited by you will be treated as initial Security Deposit and balance @ 10% will be recovered from running account bills till the total security amount becomes

4. In consideration of the due provision, execution and completion of the said works the contractor does hereby agree to pay the Company, the summ as may be due to the Company for the service, if any rendered by the Company to the contractor and such other sum or sums as may become payable to the company towards loss, damage to the Company's equipment materials, plant and machinery liquidated damages, if any, as set forth in the said conditions of contract, such payment to be made at such time in such manner as is provided in the contract.

SIGNED AND DELIVERED FOR AND ON BEHALF OF

IN THE PRESENCE OF

WITNESS :

1.....

2.....

SIGNED AND DELIVERED FOR AND ON BEHALF OF CONCOR.

IN THE PRESENCE OF

WITNESS :

1.....

2.....

ANNEXURE III

A PROFORMA OF BANK GUARANTEE

(ON NON-JUDICIAL PAPER ON APPROPRIATE VALUE)

To,
M/s. Container Corporation of India,

Dear Sir (s),

In consideration of the Container Corporation of India (hereinafter called 'the CONCOR') having agreed to exempt M/s. _____ hereinafter called the said Contractor(s)' from the demand, under the terms and conditions of an acceptance letter no _____ made between the Managing Director, CONCOR, New Delhi and M/s. _____ for civil works for _____ (hereinafter called "the said agreement") of security deposit for the due fulfillment by the said Contractor(s) do hereby undertake to pay to the CONCOR an amount not exceeding Rs. _____ (only) we _____ (hereinafter referred to as the bank) at the request of M/s. _____ (Contractors) of the terms and conditions contained in the said Agreement on production of a Bank guarantee for Rs. _____ only against any loss or damage caused to or suffered or would be caused to or suffered by the CONCOR by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.

2. We, _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the CONCOR stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the CONCOR by reason or breach by the said contractor(s) of any of the terms and conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ only).
3. We, undertake to pay to the CONCOR any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) /supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the

contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We, & _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the CONCOR under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Managing Director, CONCOR, New Delhi/Department certified that the terms and conditions of the said agreement have fully properly carried out by the said contractor (s) and accordingly discharges this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.
5. We, further agree with the CONCOR that the CONCOR shall have the fullest liberty without our consent and without affecting in any manner or obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time any of the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of CONCOR of any indulgence by the CONCOR to the said contractor(s) or any such matter of thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/Supplier(s).
7. We, _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CONCOR in writing.

Notwithstanding anything contained herein above our liability under this guarantee shall :

- a) be limited to a sum or Rs. _____ only)
- b) Stand completely discharged and all your rights under this guarantee shall stand extinguished if no claim or demand made upon us in writing on or before _____

For _____

Bank Guarantee No. _____

Date _____

ANNEXURE IV

WORK ORDER FOR WORKS

(Valued at over Rs.

Work Order No. _____ Date _____

Name of work _____ (Site) _____

Schedule of Drawings _____

Authority _____ Allocation _____

M/s. _____

Contractor/Contractors having agreed with the CONCOR are hereby ordered to carry out the works set forth in the Scheduled below in accordance with the General Conditions of Contract, Standard Specifications, if any, and in conformity with the drawings annexed hereto at the rates specified in the said Schedule and to complete the same on or before the _____ and maintain the said works for a period of 3 months from the certified date of their completion. The quantities set forth in the said Schedule shall be considered approximate and subject to variation under Clause 42 of the general conditions of contract/as specified in the special conditions of contract.

Signature of the
Tenderer/Contractor

Signature of
Accepting Authority

ANNEXURE V

Financial Bid

Contractors percentage with S.O.R 1990 of Central Railway

Perticular	% (In figure)	% (In words)
Above		
Below		
At par		

- Note :** (1) Tentative par value of each chapter is indicated as above.
(2) Par value under each chapter can vary to any limit of +/- as per requirement.
(3) Par value under various chapters may be executed in part or full or may be deleted.
(4) Variation : Total par value shall be restricted to +/- 50%.

Name, signature & seal of the Tenderer

BILL OF QUANTITIES

Annual maintenance of service Building, warehouse, other structure, approach roads, pavement, drain, water supply, p.way at CFS, Mulund(East).

All items contained in chapters from 01 to 21 of standard schedule of Rates –1990 of Central Railway.

Par value : Rs. 4.50 Lakh.

Chapter No.	Description	Tentative Value of work
1	Earthwork	5000

2	Concrete	15000

3	Pitching	---

4	Masonry	35000

5	Pointing, Plastering & Damp proofing	35000

6	Roof	50000

7	Floor	50000

8	Wood Work	50000

9	Painting, warnishing , Polishing/tarring etc	25000

10	White washing, destempering	35000

11	Roads	20000

12	Steel	50000

13	Water supply	25000
14	Wells	---
15	Fencing & enclosures	10000
16	Sanitary works including plumbing	25000
17	Drains(Sewers)	10000

Chapter No.	Description	Tentative Value of work
18	Loading,unloading & carrying of materials	---
19	Dismantling & demolition	10000
20	Supply of materials	----
21	P.way works	----
	Total	450000