

**INSTRUCTIONS TO THE TENDERERS REGARDING TENDER FORMS DOWN
LOADED FROM INTERNET**

1. Tender file is to be downloaded from the Internet and printout is to be taken of A-4 size paper and details are to be entered by the tenderer at the various locations in the document. It is advisable that the downloaded tender document to be printed through Laser Printer only. Submission of xerox or Photocopy of tender document is prohibited.
2. This tender document (in full) downloaded alongwith the various documents required to be submitted as per the tender conditions in a sealed cover duly, subscribing with the name of work, should be Tender Notice No. and Date, submission of Tender downloaded from Internet etc. and the same dropped in the tender box kept in the Office of Chief Works Manager, EMU Workshop, Western Railway, Mahalaxmi, Mumbai-400 013 before the date and time stipulated in the tender document.
3. The Tender documents are available on Western Railway website i.e. www.wr.indianrail.gov.in And the same can be downloaded and used as tender document after submitting the offer. The cost of tender document as indicated in the tender document will have to be deposited by the tenderer in the form of Bank Draft payable in favour of Chief Cashier, Western Railway or cash with Chief Cashier, Western Railway, Churchgate, Mumbai-20 along with the tender documents. This should be a separate Demand Draft for cost of the tender document and not included in the Earnest Money. A single demand draft for the cost of tender and Earnest Money deposit will not be accepted. Tender not accompanied with the Demand draft towards the cost of tender document will be summarily rejected.
4. The Earnest Money Deposit required for this work as stipulated in the tender document also to be submitted separately.
5. Tenderers are advised to download tender documents well in advance and submit the tender before the stipulated time. It is responsibility of the tenderer to check any correction or any modifications published subsequently in website and the same shall be taken into account while submitting the tender. Tenderer shall download corrigendum (if any) print in out, sign and attach it with the main tender document. Tender document not accompanied by published corrigendum/s is liable to be rejected. The Railway will not be responsible for any postal delays/delay in downloading of tender document from the Internet.
6. The tenderer may please note that the rate for items should be written in figures and in words by block or blue ballpoint pen only. The tenderer should sign each page or tender document.
7. Tenderer(s) are free to download tender document at their own risk and cost, for the purpose of perusal as well as for using the same as tender document for submitting the offer. Master copy of the tender document is available in the Office at Chief Works Manager, EMU Workshop, Western Railway, Mahalaxmi, Mumbai-400 013. After award of work an agreement will be prepared based on the master copy of tender available in the above-mentioned office. In case, any discrepancy between the tender documents downloaded from the Internet and master copy later shall prevail and will be binding on the tenderer(s) no claim on this account will be entertained.

Signature of the Tenderer(s)

for CWM(EMU)MX

8. If the Tenderer/Contractor makes any change/addition/deletion and the same is detected at any stage even after the award of the tender, full earnest money deposit will be forfeited and the contract will be terminated at his/their risk and cost. The tenderer is also liable to be banned from doing business with Railways and/or prosecuted.

The tenderer while submitting the tender should give the following declaration.

a) I/We have downloaded the tender form from the Internet site www.wr.indianrail.gov.in I/We have not tampered/modified the tender forms in any matter. In case, if the same is found to be tampered/modified, I/We understand that my/our tender will be summarily rejected and full earnest money will be forfeited and I/We am/are liable to be banned from doing business with Railways and/or prosecuted.

b) I/We submitting a Demand Draft No. _____ dated _____ issued by _____ for **Rs. 1,000/-** towards the cost of tender form.

Signature of Tenderer(s)

Date:

Address:

Signature of the Tenderer(s)

for CWM(EMU)MX

WESTERN RAILWAY

Tender No. EL90/MX/12WA/Tender/2008-09/03

Name of Work : Overhauling of hydraulic dampers by dismantling, assembling, replacement of defective spares and oil as per scope of work.

ISSUED BY

ISSUED TO

CHIEF WORKS MANAGER
WESTERN RAILWAY
MAHALAXMI
MUMBAI – 400 013.

WESTERN RAILWAY

No. EL90/MX/12WA/Tender/2008-09/03

Office of the
Chief Works Manager,
EMU Workshop,
Mahalaxmi, Mumbai-13
Date : 28.04.2008

M/s _____

Dear Sirs,

Sub : Overhauling of hydraulic dampers by dismantling, assembling, replacement of defective spares and oil as per scope of work.

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Preamble

- 1.0 The President of India acting through Chief Works Manager, EMU Workshop, Western Railway, Mahalaxmi, Mumbai-400 013 invites **sealed tenders** for the above work
- 1.1 Tender
- 1.2 Draft agreement
- 1.3 General condition of the contract (As per amended & can be seen in the office)
- 1.4 Schedule of work (Schedule 'A')
- 1.5 Conditions of the tender
- 1.6 Scope of work and technical specification

- 2.0 The tender in the sealed cover shall be received upto 14.30 hrs on **27.05.2008** and shall be opened on the same date at 15.00 hrs. in the office of the Chief Works Manager, EMU Workshop, Mahalaxmi, Mumbai-13.
- 3.0 Approximate cost of the work is **Rs. 1,85,625/-**
- 4.0 The quotation should be in terms of rupees and not subject to fluctuations and should be furnished at Schedule 'A'(enclosed).
- 5.0 The tender should be accompanied with earnest money of **Rs. 3,720/-**. The tenderer shall keep the offer open for a period of 90 days from the date fixed for opening of the tender and the tenderer is being permitted to quote in consideration of the stipulation on his part, that after submitting his tender, he shall not resile from the offer.

Signature of the Tenderer(s)

for CWM(EMU)MX

- 6.0 The work shall be completed within 02 months from the date of issue of acceptance letter.
- 7.0 The amount of earnest money can be deposited in the following forms:
- 7.1 Cash to be paid to Chief Cashier, Western Railway, Churchgate, Mumbai-20 and shall be attached the original money receipt along with the tender.
- 7.2 Deposit Receipt/Pay Order/Demand Draft issued by State Bank of India or any Nationalized Bank shall be drawn in favour of Chief Cashier, Western Railway, Churchgate, Mumbai-20.
- 7.3 Deposit Receipts executed by scheduled Banks (other than the State Bank of India and the Nationalize Banks) approved by the Reserve Bank of India for this purpose.
- 8.0 It may be noted that :
- 8.1 Tenders not accompanied by EMD will be summarily rejected irrespective or whether the tenderer are registered with DGS & D or having permanent EMD with Stores or any other departments of the Railway.
- 8.2 Earnest money deposit submitted in the form of cheque, Bank Guarantee bond shall not be accepted.
- 8.3 The successful tenderer will have to submit the security deposit for the accepted contract value for the due and faithful and fulfillment of the contract. The security deposit can be either in cash with Chief Cashier, Churchgate or in the form of bank guarantee bond. If the tenderer fail to observe or comply with the foregoing stipulation the security deposit amount shall liable to be forfeited to the Railway.
- 8.4 The rate quoted shall be inclusive of all taxes, duties, freight, insurance, labour etc. However sales tax of work as per rates applicable or levied by State Government shall be deducted from contractors bill at the time of payment by Railways.

Yours sincerely

for Chief Works Manager
Mahalaxmi

Signature of the Tenderer(s)

for CWM(EMU)MX

TENDER

No. EL90/MX/12WA/Tender/2008-09/03

To,
The President of India,
Acting through the Chief Works Manager,
EMU Workshop, Western Railway,
Mahalaxmi, Mumbai - 400 013.

I / We _____ have read various conditions to tender attached here to & do hereby agree to abide by the said conditions. I / We also agree to keep this tender open for acceptance for a period of _____ days from the date fixed for opening the same and in default thereof. I/We will be liable for forfeiture of my / our security deposit.

I / We offer to do the work for Western Railway at the rates quoted in the attached schedule and hereby bind myself / ourselves to complete the work in _____ month / months from the date of issue of letter of acceptance of the quotation / tender. I / We also hereby agree to abide by the General and Special Conditions of the contract and to carry out the work according to the specifications for materials and works laid down by the Railway for the present contract.

A sum of Rs. _____ is herewith forwarded as earnest money in addition to the sum of Rs. _____ as "Security Deposit" as mentioned above. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remarks if :

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

OR

b) I / We do not commence the work within 10 days after receipt of orders to that of act.

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

Signature of Contractor

Date :

Contractors address

Signature of witness :

- 1.
- 2.

Signature of the Tenderer(s)

for CWM(EMU)MX

N O T E

1. Single person trading under his own name should sign his name in full.
2. A single person trading under firm's name should first write the firm's name and then underneath sign and write his own name in full with the declaration that it is sole proprietary firm
3. In case of a firm more than one person, the names of the partners must be filled as above, and tender sign by one of the partners who should write the first, the firm's name and then underneath his own name in full indicating that he has signed as a partner.
4. In the case where the tender is signed by a person or partner of the firm for and on behalf of the proprietor or other Partners of the firm, that tenderer under takes the whole responsibility in rest of authority in favour of such persons as are referred to above to sign the tender and to bind the firm and he shall produce a ' Power of Attorney' issued in favour of signatory, if and when called upon to do so.
5. In case of Limited company one of the Directors or Manager duly empowered should sign thus.
6. Persons tendering must specify their business names and the constitution of their firm.

Signature : _____
Name in full
for M/s.

Signature of the Tenderer(s)

for CWM(EMU)MX

**GOVERNMENT OF INDIA
INDIAN RAILWAYS
AGREEMENT**

Contract agreement No. _____ dated - - ARTICLES OF AGREEMENT made this _____ day of _____ 200 between the President of India acting through the Railway Administration hereinafter called the "Railway" of the one part and _____ hereinafter called the "Contractor" of the other part.

WHEREAS the Contractor has agreed with the Railway for the performance of the works
“ _____
_____ ”

set forth in the schedule hereto annexed upon the General Conditions of Contract and the specification of the conformity with the drawings hereunto annexed AND WHEREAS the performance of the said works is an act in which public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration of the payments to be made by the Railway, the Contractor will duly perform the said works in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a workmanlike manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of _____ 200 and will maintain the said works for a period of _____ calendar months and will observe, fulfil and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth herein), AND the Railway both hereby agree if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

Chief Works Manager
Mahalaxmi Workshop,
Western Railway
(for President of India)

Date :

Contractor _____
Address _____

Date :

Signature of witnesses with address to signature of contractor		1
		2

Signature of the Tenderer(s)

for CWM(EMU)MX

CONDITIONS OF TENDER

1. All the tender must accompanied by schedule of works (attached in duplicate) duly filled in and signed by the tenderer with technical details, drawing and description literature on the equipment.
2. The tender containing erasers, alternations in the tender documents are liable to be rejected. Any corrections made by the Tenderer / Tenderers in tenders in his/their entries must be attested by him/ them.
3. The tender must be accompanied by a sum of **Rs. 3,720/-** as earnest money deposit in cash or in the form mentioned in the tender notice, failing which the tender will not be considered.
4. The Security deposit / rate of recovery / mode of recovery shall be as under :
 - i. 5% of the contract value for each work.
 - ii. The rate of recovery at the rate of 10% of the bill amount till the full security deposit is recovered.
 - iii. Security deposit will be recovered only from the running bills of the contract and no other mode of collecting security deposit in the form of instruments like Bank guarantee bond, Fixed Deposit etc. shall be accepted towards security deposit.

Security deposit shall be returned to the contractor after the physical completion of the work as certified by the competent authority. The contractor should submit an unconditional and unequivocal no claim certificate for releasing the SD.

In case of successful tenderers, the amount of earnest money will be held as part of security deposit for the due and faithful of the contract in terms of clause 16 of the General Conditions of Contract. The EMD of the successful tenderers will save as herein before provided be returned to the unsuccessful tenderers, but the Railway shall not be responsible for any loss or depreciation that may happen to the security deposit for the due performance of the stipulation to keep the offer opened for the earnest money which in their possession or liable to pay interest thereon.

5. Introduction of Performance guarantee (P.G.) :

The successful bidder should give a performance guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value.

The performance guarantee should be furnished by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement and should be valid upto expiry of the maintenance period. The agreement should be signed within 15 (fifteen) days after the issue of LOA and performance guarantee should also be submitted within this time limit.

Performance guarantee shall be released after satisfactory completion of the work and maintenance period is over.

Wherever the contracts are rescinded, the security deposit should be forfeited and the performance guarantee shall be encashed and the balance work should be got done separately.

The balance work shall be got done independently without risk and cost of the original contractor.

Signature of the tenderer(s)

for CWM(EMU)MX

The Original contractor shall be debarred from participating in the tender for executing the balance work. If the filed contractor is a JV or a Partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

6. If the tenderer deliberately gives/tenders deliberately give wrong information of his/their tender, the Rly Administration reserves the right to reject such tender at any stage
7. If a tenderer expires after the submission of his tender or after the acceptance of his tender, the Rly shall deem such tender as cancelled. If a partner of a firm expires the submission of their tender or after the acceptance of there tender, the Railway shall deem such tender cancelled unless the firm retain its character.
8. The earnest money including the amount taken as security deposit for the due performance of the stipulation to keep the offer the date specified in the tender will be refunded to the unsuccessful tenderer / tenderers will be retained towards the security deposit for the faithful fulfillment contract but shall be forfeited if the contract fails to execute the agreement bond.
9. To start the work within a reasonable time (to be determined by Chief Works Manager, EMU Workshop) after notification of the acceptance of his/their tender.
10. The successful tenderer /tenderers shall be required to execute an agreement with the President of India acting through the Chief Works Manger, EMU Workshop Mahalaxmi, Western Railway, Mahalaxmi, Mumbai-400 013 for carrying out the work according to the General & special condition of contract and specification for work and materials as laid down on order thereof.
11. Unsealed tender/tenders will not be considered.
12. In all matter of dispute, the decision of the Chief Electrical Engineer, Western Railway, Churchgate, Mumbai-20 shall be final and binding.
13. Tenderer shall submit copies of credential and reports of important contracts executed by him as per scope of work and specification of the tender..
14. Tenderer from bonafide contractors only will be considered. Tenderers must therefore state if he is an approved Government contractor and submit copies of credentials and list of important contract executed by him.
15. Tenderers should note that rates given in schedule are inclusive of all taxes, duties, freight, insurance, etc.
16. Contractor should complete the whole of the work in all respect on or before the date fixed in the contract or any authorized extension thereof, the Railway Administration is entitled to recover penalties as stipulated in the General Conditions of contract if the contractor is in default.

Signature of the tenderer(s)

for CWM(EMU)MX

17. In the event of the Chief Works Manager, EMU Workshop, Mahalaxmi finding the work being carried out in a defective or in different manner or at slow rate, the decision of which shall in the sole direction of the Chief Works Manager, EMU Workshop may be 7 days written notice call upon the contractor to either remove the defects at the contractors failure or comply with such directions forthwith terminate contract and forfeit the security deposit in whole as liquidated damages.
18. The contractor shall be reasonable for the execution of contract as a whole in accordance with these conditions of contract.
19. The contractor shall not sublet or assign this contract or allow any person to become interested therein any manner without the written permission of Chief Works Manger, EMU Workshop, Western Railway, Mahalaxmi, Mumbai-400 013. In the event of the contractor subletting or assigning the contract or any part thereof without such written permissions, the Railway Administration shall be entitled to cancel the contract and also the payment of any loss or damage from such cancellation, the amount of which will be determined by Chief Works Manager, EMU Workshop himself.
20. All orders given by any Assistant to Chief Works Manger, EMU Workshop, Western Railway, Mahalaxmi, Mumbai-400 013 to the contractor concerning the work have the same effect as if given by the Chief Works Manger himself.
21. Subject or otherwise herein provided all notice to be given on behalf of the President of India and all other actions to be taken on his behalf may be given or taken on his behalf of Chief Works Manger, EMU Workshop, Western Railway, Mahalaxmi, Mumbai -13.
22. The submission of tender will be deemed to imply that this memorandum and all documents enclosed have been studied / understood and that the tenderer is aware of the full scope of the work to be done and the conditions effect in the execution.
23. Any deviation from the conditions, specifications and definitions given in this tender will not be acceptable unless specific approval for the particular deviation has been accorded by the authority awarding the contract in writing.
24. **Settlement of disputes :**
The successful tenderer /tenderers shall put on his/their claim as per clause 55 of the General Conditions of the contract during the progress of the work. All such claims and dispute shall be settled promptly for giving decisions on claims and disputes shall be settled promptly during the progress of works. The final authority for giving the decisions on claims and disputes put up the tenderer/contractors shall be the Chief Works Manger, EMU Workshop, Western Railway, Mahalaxmi, Mumbai – 400 013 only.
25. **Error, Omission and Discrepancies.**
The tenderers shall not take any advantages of any misinterpretation of the conditions due to typing or any other error and if any doubt shall bring it to the notice of Chief Works Manger, EMU Workshop, Western Railway, Mahalaxmi, Mumbai-400 013 without delay. In case of any contradiction, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained. The conditions provision contained in clause 22 of the general conditions of contract shall also be applicable.

Signature of the tenderer(s)

for CWM(EMU)MX

26. The contractor shall abide by the General Conditions of Contract.
27. The quantities shown in the schedule of work are only tentative and the Railway Adm. reserve the right to increase or decrease the quantity of individual item up to $\pm 50\%$ and overall variation $\pm 25\%$ on either side as per requirements of Railway Administration.
28. **Payment** : Payment shall be made as per the scope of work and specification/special conditions of tender.
The following terms and conditions for the payment through ECS/EFT are given below:
- i. Tenderer to give consent in a mandate form for receipt of payment through ECS/EFT.*
 - ii. Tenderer to provide the details of Bank A/c in line with RBI guidelines for same. The details will include Bank Name, Branch Name & Address, Account Type, Bank A/c No. and Bank & Branch Code as appearing on MICR Cheque issue by Bank.*
 - iii. Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information (as mentioned in Para (ii) above)*
 - iv. In case of non-payment through ECS/EFT or where ESC/EFT facility is not available, payment will be released through cheque.*
29. No tender will be accepted unless, it is accompanied by requisite earnest money deposit irrespective of whether the tenderer are registered with DGS&D or Small Scale Industries.
30. Successful tenderer in case of firm and companies will have to submit his original power of attorney and partnership deed in case of partnership firms and power of attorney and memorandum and articles of association in case of limited companies. They will have to pay Rs. 100/- towards scrutiny of documents by Railways legal departments. In case, where these documents are found legally defective and are required to be reexamined after correction of it, a further fee of Rs. 50/- will have to be paid by tenderer.
31. The tender documents should be signed and stamped by the parties.
32. The tenderer should submit the excise duty certificate under MODVAT rules. The liability of the purchaser to reimburse excise duty is limited to such sum as may be found legally done on payable in respect of contractual goods after availing the full credit on all the inputs used in the manufacture of the finished product irrespective of whether the contractor has in fact availed of the said credit or not.

Signature of Tenderer(s) _____
Date _____

CWM(EMU)MX

Signature of the tenderer(s)

for CWM(EMU)MX

SCOPE OF WORK AND SPECIFICATION

- 1.0 **Name of work:** Overhauling of hydraulic dampers by dismantling, assembling, replacement of defective spares and oil as per scope of work.
- 2.0 **Quantity:** 55 nos.
- 3.0 **Scope of work shall consist of:**
 - 3.1 Overhauling of defective hydraulic dampers are to be carried out in the premises of EMU workshop Mahalaxmi. Storage facilities, Electricity, Gas with electrodes shall be provided by Railways.
 - 3.2 All material/specified tools for overhauling shall be arranged by the contractor.
 - 3.3 Defective dampers are to be dismantled. Contaminated hydraulic dampers oil shall be thrown out at the time of overhauling.
 - 3.4 The internal and external components shall be cleaned by degusting solvent.
 - 3.5 Oil seals, round cord rings, sealing rings, valves are to be replaced during overhauling.
 - 3.6 All fasteners, circlips, springs, flat washers and other components found defective noticed are to be replaced during overhauling.
 - 3.7 The specified fresh oil are to be filled in dampers.
 - 3.8 To assemble the overhaul hydraulic dampers and shall be painted with suitable paint.
 - 3.9 OCE will be issued for new /raw material which can be arranged by the firm.
 - 3.10 After completion of the work hydraulic dampers are to be tested on machine.
- 4.0 Release materials shall be returned by contractor to Railways.
- 5.0 **Supervision:** The work shall be carried out as per instruction/direction of Chief Workshop Manager or his authorized representative.
- 6.0 **Inspection:** To ensure the quality of work and workmanship, the work shall be inspected by of Chief Works Manager, Mahalaxmi or his authorised representative.
- 7.0 **Completion period:** The entire work shall be completed with in period of 02 months from the date of issue of acceptance letter.
- 8.0 **Guarantee period:** The entire work shall be guaranteed for a period of 06 months from the date of satisfactory completion of the work and acceptance by the Railways.
- 9.0 **Terms of payment:** On account 100% payment shall be arranged after satisfactory completion of work and acceptance by the Railways..

Signature of the tenderer(s)

for CWM(EMU)MX

Schedule of Work

No. EL90/MX/12WA/Tender/2008-09/03

I agree to execute the work “Overhauling of hydraulic dampers by dismantling, assembling, replacement of defective spares and oil as per scope of work”.

Sr. No.	Description	Qty.	Rate (Rs)	Amount (Rs)
1.0	Overhauling of hydraulic dampers by dismantling, assembling, replacement of defective spares and oil as per scope of work.	55 nos.		
2.0	Total cost			
	Rupees in words			

Note : The rates shall be inclusive of all taxes & duties.

Signature of Tenderer
Name & Address

END OF THE DOCUMENT

Signature of the tenderer(s)

For CWM(EMU)MX