

**EMU-LSHED-TPKR-ELECTRICAL/SOUTH EASTERN RLY
TENDER DOCUMENT**

Tender No: MEMU_KGP_Security-17

Closing Date/Time: 25/05/2017 15:00

Sr.DEE/TRS/TPKR acting for and on behalf of The President of India invites E-Tenders against Tender No **MEMU_KGP_Security-17** Closing Date/Time 25/05/2017 15:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

Contractors are allowed to make payments against this tender towards tender document cost and earnest money only through only payment modes available ON IREPS portal LIKE net banking, debit card, credit card etc. Manual payments through Demand draft, Banker cheque, Deposit receipts, FDR etc. are not allowed.

1. NIT HEADER

Contract Type	Works		
Name of Work	Security arrangement at MEMU Carshed, Kharagpur for a period of 02 (Two) years.		
Tender Type	Open	Bidding System	Single Packet System
Tender Closing Date Time	25/05/2017 15:00	Date Time Of Uploading Tender	21/04/2017 15:25
Pre-Bid Required	No	Pre-Bid Query Date Time	Not Applicable
Advertised Value	4007852.84	Tendering Section	DEE TRS KG
Bidding Style	Single Rate for Tender	Bidding Unit	Above/Below/Par
Earnest Money (Rs.)	80160.00	Validity of Offer (Days)	90
Tender Doc. Cost (Rs.)	3000.00	Period of Completion	24 Months
Bidding Start Date	11/05/2017		

2. SCHEDULE

S.No.	Item Code	Item Qty	Qty Unit	Unit Rate	Basic Value	Escl.(%)	Amount	Bidding Unit
Schedule A-Schedule							4007852.84	
1	1	730.00	Day	2471.00	1803830.00	At Par	1803830.00	
	Item Description:- Arrangement of private security personnel/guard with arms round the clock 730 days. 07 person in 03 shift including 01 restgiver							
2	2	730.00	Day	2051.00	1497230.00	At Par	1497230.00	
	Item Description:- Arrangement of private security personnel/guard without arms round the clock 730 days. 07 person in 03 shift including 01 restgiver							
3	3	730.00	Day	353.00	257690.00	At Par	257690.00	
	Item Description:- One Security Supervisor daily without any breaks including all holydays except Sunday (Rest) for overall supervision work of the security arrangement. (In general duty hrs)							
4	4	730.00	Day	366.25	267362.50	At Par	267362.50	
	Item Description:- One person(semi skilled) at unmanned level crossing daily including all holydays, except Sunday(Rest). Working hrs: 09:00 AM to 07:00 PM							
5	5	1.00	Lumpsum	181740.34	181740.34	At Par	181740.34	
	Item Description:- ESIC @ 4.75% of item s. no. 1,2,3 & 4 (ESI will be paid as applicable during execution of contract)							

3. ITEM BREAKUP

No item break up added

4. ELIGIBILITY CONDITIONS

Special Technical Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The security agency should submit copies of a)Certificate of Registration with Registrar of Companies or Registrar of Firms or letter of Proprietorship b)Valid license under" Private Security Agencies(Regulation) Act, 2005 as amended from time to time, from respective State in which they want to be empanelled	No	No	Allowed (Mandatory)

Special Financial Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The tenderer(s) shall be eligible only if he/they fulfil eligibility criteria of having received total contract amount during the last three financial years and in the current financial year with a minimum of 150% of the advertised tender value. Authentic certificates shall be produced by the tenderer(s) to this effect which may be an attested certificate from the employer/client, Audited balance Sheet duly certified by the Chartered Accountant etc.	No	No	Allowed (Mandatory)

5. COMPLIANCE

General Instructions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	If the tenderers deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, the Railway reserves the right to reject such tender at any stage.	No	No	Not Allowed

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1.1	The Contractor shall submit their official address, e-mail address, telephone no. mobile no. and fax no. so that necessary communication can be made by the Railways as and when required	No	No	Not Allowed
1.2	The submission of a Tender by a tenderer(s) shall be deemed to imply and will be considered as he has read, understood and abided by ALL the terms and conditions, specification, rules/Laws stated therein.	No	No	Not Allowed
1.3	Income Tax Clearance Certificate: The tenderer(s) is/are required to produce along with his/their tender an authorized copy of the Income Tax Clearance Certificate or a sworn affidavit duly countersigned by the Income Tax Officer to the effect that he/they have no taxable income.	No	No	Not Allowed
1.4	Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he entered in the tender form are adequate and all inclusive to accord with the provisions in clause-37 of the General Conditions of Contract for the completion of work to the entire satisfaction of the engineer.	No	No	Not Allowed
1.5	Rates quoted should be inclusive of all taxes like sales tax, excise duty, work contract tax, etc. except service tax which shall be paid by Railway as applicable during currency of contract. No increase in Rates will be permissible even if the tax rates are increased. Contractor shall have to pay all the statutory taxes levied by Government or Local Bodies. Note: For statutory taxes/duties, all the offers shall be evaluated as per tax regime as applicable on the date of tender opening.	No	No	Not Allowed
1.6	The cost of the tender document form and EMD should not be clubbed together and can be paid separately through online gateway facility provided in www.ireps.gov.in portal only within stipulated date and time of tender closing. IREPS website should be monitored for any update or changes . Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected	No	No	Not Allowed
1.7	All offers shall be uploaded in the website through authorized digital signature of bidders/contractors along with submission of cost of tender document and Earnest money deposit (EMD).	No	No	Not Allowed
1.8	Maximum size of a single attached document in (scanned PDF format only) will be limited to 1(one) mega byte(MB).	No	No	Not Allowed
1.9	Should a tenderer find the discrepancies in, or omissions from the drawings or any of the tender forms or should be in doubt as to their meaning, he should at once notify the authority inviting tenders who may issue a corrigendum. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenders 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.	No	No	Not Allowed
1.10	Service tax/GST will be paid to the contractor by Railway as applicable during currency of contract after submission of documentary evidence of having deposited service tax/GST to service tax office with the subsequent bills. For this, the tenderer must attach attested copy of Service Tax/GST Registration No. along with the tender document.	No	No	Not Allowed
2	The tenderers shall keep the offer open for a minimum period as mentioned in NIT from the date of opening of the tender, within which period the tenderers can not withdraw their offer, subject to the period being extended further if required, by mutual agreement from time to time. Any intervention of the above condition will make the tenderer liable for forfeiture of his security deposit for due performance of the foregoing stipulation.	No	No	Not Allowed
2.1	Offers shall be deemed to be under consideration immediately after they are opened and until the official intimation of award of contract is made by the Railways to the tenderer. If necessary, the Railways will obtain clarification on the offers by requesting for such information from any or all the tenderer, in writing as may be considered necessary. Tenderer will not be permitted to change the substance of their offers after the offers have been opened.	No	No	Not Allowed
3	Execution Co-Relation And Intent Of Contract Documents :	No	No	Not Allowed
3.1	Execution Co-Relation And Intent Of Contract Documents : The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognised standards.	No	No	Not Allowed
3.2	Law Governing The Contract :The contract shall be governed by the law for the time being in force in the Republic of India.	No	No	Not Allowed
3.3	Compliance To Regulations And Bye-Laws : The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof	No	No	Not Allowed
3.4	Communications To Be In Writing : All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.	No	No	Not Allowed
3.5	Service Of Notices On Contractors : The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorised agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.	No	No	Not Allowed
4	Tenderer's Credentials :	No	No	Not Allowed

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4.1	Documents testifying tenderer's previous experience and financial status should be produced along with the tender or when desired by competent authority of the Railway. Tenderer(s) who has / have not carried out any work so far on South Eastern Railway and / or who is / are not borne on the approved list of the Contractors of South Eastern Railway should submit along with his / their tender credentials to establish : (i) His capacity to carry out the works satisfactorily. (ii) His financial status supported by Bank reference and other documents. (iii) Certificates duly attested and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past	No	No	Not Allowed
5	EARNEST MONEY DEPOSIT (EMD) :	No	No	Not Allowed
5.1	The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be as under : (a)For works estimated to cost up to Rs. 1 crore----- 2% of the estimated cost of the work (b) For works estimated to cost more than Rs. 1 crore --- Rs. 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs.1 crore subject to a maximum of Rs. 1 crore	No	No	Not Allowed
5.2	The earnest money shall be rounded to the nearest Rs.10. This earnest money shall be applicable for all modes of tendering.	No	No	Not Allowed
5.3	After submitting the tender agency will not resale from his offer or modify the terms and conditions. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.	No	No	Not Allowed
5.4	If his tender is accepted this earnest money (as mentioned above) will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the General Conditions of Contract. The Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon	No	No	Not Allowed
5.5	Earnest Money of the unsuccessful tenderer(s) how have deposited will be returned to the unsuccessful tenderer(s) within a reasonable time(only after issue of LOA), but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon. Unsuccessful tenders have to collect it from Sr.DEE/TRS/TPKR office personally or will be send through the registered-post.	No	No	Not Allowed
6	SECURITY DEPOSITE	No	No	Not Allowed
6.1	The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the Security Deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.	No	No	Not Allowed
6.2	Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under: - a)Security Deposit for the work should be 5% of the contract value. b)The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered. c)Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except In case of contracts of value Rs. 50 crore and above); FD etc. shall be accepted towards Security Deposit.	No	No	Not Allowed
6.3	Security deposit shall be returned to the contractor after the expiry of the contractual period in all the cases other than note (i) mentioned below and after passing the final bill based on No claim certificate with the approval of the competent authority. The competent authority shall normally be the authority who is competent to sign the contract. If this competent authority is of the rank of lower than JA grade , then a JA grade officer (concerned with the work) should issue the certificate. The certificate, inter alia , should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal "No claim certificate" from the contractor concerned should be obtained.	No	No	Not Allowed
6.4	Security deposit shall be returned to the contractor if he so desires , in lieu of FDR/irrecoverable Bank Guarantee for equivalent amount to be submitted by him	No	No	Not Allowed
6.5	No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause (1) of this clause will be payable with interest accrued thereon	No	No	Not Allowed
7	Indemnity By Contractors : The Contractor shall indemnify and save harmless the Railway from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained	No	No	Not Allowed
7.1	Occupation And Use Of Land : No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.	No	No	Not Allowed
8	Performance Guarantee- The successful bidder shall have to submit a Performance Guarantee PG amounting to 5 percent of the contract value within 30 (thirty) days from the date of issue of Letter Of Acceptance LOA . Extension of time for submission of PG beyond 30 (thirty) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15 percent per annum shall be charged for the delay beyond 30 thirty days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work	No	No	Not Allowed

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8.1	The performance guaranty (PG) should be deposited in any of the following form (i). A deposit of Cash (ii). Irrevocable Bank Guarantee (iii).Government Securities including State Loan Bonds at 5 percent below the market value (iv). Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Bank. (v).Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Bank. (vi).A Deposit in the Post Office Saving Bank. (vii).A Deposit in the National Savings Certificates. (viii). Twelve years National Defence Certificates. (ix).Ten years Defence Deposits. (x).National Defence Bonds and(xi).Unit Trust Certificates at 5 percent below market value or at the face value whichever is less. Also, FDR in favour of FA and CAO free from any encumbrance may be accepted. NOTE: The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.	No	No	Not Allowed
8.2	The Performance Guarantee shall be submitted by the successful bidder after the Letter Of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up-to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days. The value of PG to be submitted by the contractor will not change for variation upto 25 percent either increase or decrease . In case during the course of execution, value of the contract increases by more than 25 percent of the original contract value, an additional Performance Guarantee amounting to 5 percent for the excess value over the original contract value shall be deposited by the contractor.	No	No	Not Allowed
8.3	The Performance Guarantee PG shall be released after physical completion of the work based on Completion Certificate issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on No Claim Certificate from the contractor.	No	No	Not Allowed
8.4	Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be en-cashed. The balance work shall be got done independently without risk cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm	No	No	Not Allowed
8.5	The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract not withstanding and/or without prejudice to any other provisions in the contract agreement in the event of: i.Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee. ii. Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer. iii The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.	No	No	Not Allowed
9	Acceptance of tender: The Railways may accept the tender for a part of the quantity offered, reject any tender without assigning any reason whatsoever and may not accept the lowest or any tender. Acceptance of tender will be communicated by a formal acceptance letter of the tender direct to the contractor, which may be deemed to conclude the contract	No	No	Not Allowed
9.1	The authority for the acceptance of the tender will rest with the South Eastern Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender not the Railway undertake to assign reasons for declining to consider or reject any particular tender or tenders	No	No	Not Allowed
9.2	Postponement: The successful tender(s)/Contractor(s) shall have no claim whatsoever against the Railways if the work is postponed to a later date, closed down for completion over a longer period, suspended the course of execution or abandoned either in part or whole in the over all interest of the Railway Administration or for any reason beyond the control of Railways/Administration. The decision of the Railways in this regard shall be final and binding on tenderer(s)/Contractor(s) and Railways in no way be responsible for compensating for the same.	No	No	Not Allowed
9.3	If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.	No	No	Not Allowed
10	Execution of Contract Document : The Tenderer whose tender is accepted shall be required to appear in person at the office of Sr.DEE/TRS/TPKR or concerned Engineer, as the case may be, or if a firm or corporation, a duly authorized representative shall so appear and execute the contract documents within 7 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.	No	No	Not Allowed
10.1	Commencement Of Works :The Contractor shall commence the works within 7 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.	No	No	Not Allowed
10.2	Compliance To Engineer's Instructions :The Engineer shall direct the order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects	No	No	Not Allowed

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11	Employment/Partnership Etc. Of Retired Railway Employees : (a) Should a tenderer be a retired engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired engineer or retired Gazetted Officer as aforesaid, or should a tenderer being an incorporated company have any such retired engineer or retired officer as one of its Directors or should a tenderer have in his employment any retired Engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the tenderer or the Engineer or Officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected	No	No	Not Allowed
11.1	Should a tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the Electrical Engineering or any other department of the South Eastern Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in Clause 62 of Standard General Conditions of Contract.	No	No	Not Allowed
12	Partnership Deeds, Power Of Attorney Etc. : In case of a firm not registered under partnership Act. II, the power of attorney duly authorized by all of them should sign the tender and other connected document. A copy of the document empowering the individuals to sign should also be sent with the tender. In any case, Tenderer should disclose his constitution fully & copies of all necessary legal documents in support thereof should be submitted with the tender & originals thereof should be produced as and when called for any individual signing the tender or other documents connected there with should specify whether he is signing. i) As sole proprietor of the firm or his attorney or ii) As a partner or partners of the firm, or iii) For the firm as per procreation, or iv) As a Director, Manager or Secretary in the case of limited Co.	No	No	Not Allowed
12.1	The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.	No	No	Not Allowed
12.2	The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with the tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partners should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary public or by Magistrate in favour of the specific person whether he or they be partners of the firm or any other person specifically authorizing him or them to submit the tender, sign the agreement, receive money, witness measurement, sign Measurement Books, compromise, settle, relinquish any claims preferred by the firm and signed No claim certificate and refer all or any dispute to arbitration.	No	No	Not Allowed
13	Illegal Gratification :	No	No	Not Allowed
13.1	Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the Contractor or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the Railway, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the Railway.	No	No	Not Allowed
13.2	The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission or any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.	No	No	Not Allowed
14	Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.	No	No	Not Allowed

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14.1	Extension Of Time In Contracts: Subject to any requirement in the contract as to completion of any portions or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses	No	No	Not Allowed
14.1.1	Extension Due To Modification: If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the works.	No	No	Not Allowed
14.1.2	Extension For Delay Not Due To Railway Or Contractor: If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other contractor employed by the Railway under Sub-Clause (4) of Clause 20 of GCC or in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such	No	No	Not Allowed
14.1.3	Extension For Delay Due To Railways:In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable	No	No	Not Allowed
14.2	Extension Of Time For Delay Due To Contractor : The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A of GCC, the Railway may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of time (Performa Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to ½ of 1% of the contract value of the works for each week or part of the week.	No	No	Not Allowed
14.2.1	For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition, shall not exceed the under noted percentage value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract. 9)For contract value up to Rs. 2 lakh - 10% of total value of the contract (ii) For contracts valued above Rs. 2 lakh - 10% of first Rs.2 lakh and 5% of balance	No	No	Not Allowed
14.2.2	Further, competent authority while granting extension to the currency of contract under Clause 17 (B) of GCC may also consider levy of token penalty, as deemed fit based on the merit of the case. Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.	No	No	Not Allowed
15	Dispute: Any dispute arising out of interpretation of Drawings, specifications or any terms and conditions including special condition of the contract or arising during the execution of the work/contract, shall be settled by Railways and his decision shall be final and binding on the contractor/tenderer(s).	No	No	Not Allowed
16	VARIATIONS IN EXTENT OF CONTRACT	No	No	Not Allowed
16.1	Modification To Contract To Be In Writing : In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements	No	No	Not Allowed
16.2	Powers of Modification To Contract : The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order	No	No	Not Allowed

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16.2.1	(i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works. (ii) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit. (iii) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rates irrespective of any variation.	No	No	Not Allowed
17	VARIATION IN QUANTITIES OF ITEMS OF CONTRACTS : LIMITS and RATES	No	No	Not Allowed
17.1	The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of GCC of these Conditions	No	No	Not Allowed
17.2	Variations In Quantities During Execution Of Works Contracts :The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts: (1)Individual items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.	No	No	Not Allowed
17.3	2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions: (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade; (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender; (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender; (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.	No	No	Not Allowed
17.4	The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value. (c) Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO / FA&CAO(C) and approval of General Manager	No	No	Not Allowed
17.5	3. In cases where decrease is involved during execution of contract : (a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence. (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities. (c) It should be certified that the work proposed to be reduced will not be required in the same work. 4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value. 5. No such quantity variation limit shall apply for foundation items. 6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).	No	No	Not Allowed
18	Agreement: The successful tenderer(s) shall be required to execute an agreement with the President of India acting through Sr.divisional electrical Engineer/ TRS/Tikiapara, Howrah of South Eastern Railway for carrying out the work according to General Conditions of contract as amended/corrected up to correction slip Successful tenderer(s) shall have to execute Agreement in the standard form within 07 days after receipt of notice issued by the Railway that such documents are ready. If the tenderer(s) fails or refuses to enter into such agreement after having been informed in writing, the Railways shall be entitled to forfeit the earnest money and the work will be executed without his risk and cost.	No	No	Not Allowed
19	As per Clause-45 of the General Conditions Of Contract,with all correction slips upto date,the contractors who are working in the Establishment through contract Labour should get themselves registered with the Assistant Labour Commissioner,Central concerned as required under Contract Labour,Regulation and Abolition Act,1970 and the Contract Labour, Regulation and Abolition, Act 1971 and obtain a licence from the Assistant Labour Commissioner,Central concerned and produce the same to the Railway before signing of the agreement failing which the contract awarded will be terminated on the grounds that they have not complied with the legal provisions of the said act and earnest money forfeited.	No	No	Not Allowed
20	Assignment or subletting of contract: The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the Railway. Any breach of this condition shall entitle the Railway to rescind the contract under clause of 62 of GCC and also render the contractor liable for payment to the Railway in respect of any loss or damage arising or ensuring from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and Railway and shall not relieve the contractor of any responsibility under the contract.	No	No	Not Allowed
21	Payment terms: - The standard payment terms subject to recoveries of any amount under the liquidated damages clause of contract will be as under:	No	No	Not Allowed

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21.1	Payment as above shall be subject to any deductions of any amount for which the contractor is liable under the contract against this tender including penalty as specified in penalty clause or any other contract in respect of which the President of India is the contracting authority. While releasing payment statutory deduction shall be made as under:- i)Income tax and surcharge on income tax, educational cess, conservancy cess charges as applicable from time to time. ii)Security deposit @ 10% of bill value till the entire amount is realized. iii)Penalty imposed if any as per penalty clause. iv)Cost of any loss/damage/shortage etc. during handling and treatment in Railway. Bills referred by the contractor after 06 months of its becoming due must be accompanied by sufficient justification for delay in submission of the bill and the administration reserves the right to reject such claims as barred and untenable.	No	No	Not Allowed
21.1.1	The labours deployed by the contractor for the entire work must have individual Bank account in their own name. The payment to the labour by the contractor shall be made as per the latest minimum wages issued from Chief Labour Commissioner (C) through bank accounts of the individual labour only and not in cash. The contractor while submitting the on account/final bill for a particular month shall enclose the photocopy of the bank statement showing that payment has been made directly to bank account of the labours in the previous month. The payment of the contractor will not be released on failure to submit the bank statements for each and every labour.	No	No	Not Allowed
21.2	Although every effort is made to make payments in time, unavoidable little delays in payments in unforeseen circumstances cannot be ruled out and the contractor will have to continue with the work. Rounding off amounts: - The total amount due to each certificate shall be rounded off to the nearest rupee i.e. sums less than 50 paise shall be omitted and sums of 50 paise or more up to Re.1/- will be reckoned as Re.1/-.	No	No	Not Allowed
21.3	Post Payment Audit:- It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts, etc. and to make a claim on the Contractor for the refund any excess amount paid to him if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.	No	No	Not Allowed
22	The contractor shall submit a declaration while signing the Agreement that all the employees engaged by him shall be his paid employees and Railway shall have no liability for them. Adequate safety precautions are to be taken by the Contractor to ensure safety of workmen engaged by the Contractor. Contractor should take utmost care to ensure that no damage to the Railway property takes place due to any act of his workmen, while carrying out the work under this contract. The work shall be carried out without causing infringement to the Railway working and in consultation with nominated supervisor or his authorized representative of depot/station manager. The work may be carried out on running lines and therefore every precaution shall be taken by Contractor/s to protect their labour and materials.	No	No	Not Allowed
22.1	Non-employment of CHILD LABOURERS: The Contractor shall not employ children below the age of 18 years OR MENTALLY SICK PERSONS as Labourers directly or through petty contractors or sub-contractors for the execution of work.	No	No	Not Allowed
22.2	Non-employment of female Labour: The Contractor shall not deploy any female staff at night time.	No	No	Not Allowed
22.3	The Contractor shall adhere to the Labor Rules, Workmen Compensation Act, Payment of Minimum Wages Act including PF (13.61%), ESI (4.75%) and Bonus (8.33%) and other labor legislations. Contractor shall submit documentary evidence of PF, ESI & Bonus to Railway, failing which Railway may deduct proportionate amount from periodic bill. Minimum wages for Area-A, Area-B and Area-C as notified by Chief Labour Commissioner (C), Ministry of labour & Employment, Govt of India should be followed for the respective area. The contractor should possess valid labour license. The contractor shall note that no compensation due to any loss of life or loss of material or any other account will be given by the Railway Administration while carrying out the work by the contractor.	No	No	Not Allowed
22.4	Wages to Labour:- The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages act, 1948 (hereinafter referred to as the said act) and the Rules made there under in respect of any employee directly or through petty Contractors or sub Contractors employed by him. The latest Minimum wages for different types of worker and different area notified by Chief Labour Commissioner (C), NEW DELHI, MINISTRY OF LABOUR, GOVT OF INDIA should be followed. b)The labours deployed by the contractor for the entire work must have individual Bank account in their own name. The payment to the labour by the contractor shall be made as per the latest minimum wages issued from Chief Labour Commissioner (C) through bank accounts of the individual labour only and not in cash. The contractor while submitting the on account/final bill for a particular month shall enclose the photocopy of the bank statement showing that payment has been made directly to bank account of the labours in the previous month. The payment of the contractor will not be released on failure to submit the bank statements for each and every labour.	No	No	Not Allowed
22.5	If any moneys shall, as a result of any claim or application made under the said act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railway shall be entitled to recover the same from any moneys due or accruing to the Contractor under this or any other contract with the Railway.	No	No	Not Allowed
23	Reporting of Accidents to Labour: The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub Contractors employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the engineer or the engineers representative and shall make every arrangements to render all possible assistance	No	No	Not Allowed
23.1	Provision of Workmens Compensation Act: - In every case in which by virtue of the provisions of Section 12 Sub-section (1) of the Workmens Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-Contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Railway to the Contractor whether under these conditions or otherwise. Railway shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.	No	No	Not Allowed

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23.2	Treatment of Contractors staff in Railway Hospitals: The Contractor and his staff, other than Labourers and their families requiring medical aid from the Railway Hospitals and dispensaries will be treated as private patients and charged accordingly. The Contractors Labourers and their families will be granted free treatment in Railway hospitals and dispensaries where no other Hospitals or dispensaries are available provided the Contractor pays the costs of medicines, dressings and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray etc. and for surgical operation.	No	No	Not Allowed
24	Certificate Of Completion Of Works : As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.	No	No	Not Allowed
25	OTHER CONDITIONS: If there is any item, which is not, covered in this tender paper, terms & condition mentioned in General Conditions of Contract(GCC) applicable to works contract of S.E. Railway shall apply. In case there is any contradiction between special condition and general condition of contract, the special condition of contract shall prevail.	No	No	Not Allowed
26	Adherence to Specifications: - The whole of the works shall be executed in perfect conformity with the specifications, scope of work and special terms and conditions of contract. If Contractor performs any works in a manner contrary to the specifications or any of them and without such reference to the Sr.DEE/TRS/TPKR, he shall bear all the costs arising or ensuing there from and shall be responsible for all losses of the Railway.	No	No	Not Allowed
27	Damage to Railway Property or Private Life and Property:- The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others on account of any negligence of contractor in connection with the works until they are taken over by the Railway and in case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmens Compensation Act or any statutory amendments therefore to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, Defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.	No	No	Not Allowed
28	Provision Of Staff: - The Contractor shall place and keep on the works at all times, efficient and competent Supervisor to give the necessary direction to Contractors workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and Labourers in or about the execution of any of these works as are careful and skilled in trades. The Contractor shall at once remove from the works any supervisor, workman or Labours who shall be objected to by the Engineer for bonafide reasons and if and whenever required by Engineer, the contractor shall submit a correct return showing the names of all staff and workmen employed by him. In the event of Engineer or his representative being of the opinion that the Contractor is not employing on the works required number of staff as is necessary for the proper execution of service within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect provide requisite number of staff and Labour specified Engineer or his representative within 7 days of being so required and failure on the part of Contractor to comply with such instructions will entitle the Railway to rescind the contract. At least one qualified representative should be available at site whenever required by the Engineer or their representative to take instructions. In case the Contractor fails to employ the qualified supervisor as aforesaid he shall be liable to pay a reasonable amount to Railway.	No	No	Not Allowed
29	Inspection Registers and Records: The Contractor shall maintain accurate records, plans and charts and the Engineer or his representative shall have access to this information at all times. Records of observations made shall be handed over to the Engineers representative. The Contractors representative will maintain the following registers at site. Site Order Register The Contractor shall promptly acknowledge orders given therein by Engineer or his representative and shall make all efforts to comply with them. The Contractor shall report to the Engineer the compliance so that it can be checked. Labour Register This register will be maintained to show daily strength of Labour in different categories employed by the Contractor. Log Book of events All events are required to be chronologically logged in this book date and shift wise.	No	No	Not Allowed
30	Working Hours: Work shall be carried out as specified in special conditions of the contract. The Contractor will be responsible for fulfillment of this condition during the execution of work for safe working of his staff. The work shall be carried out on shift basis. The shift can be unit or split depending upon the requirement of railway.	No	No	Not Allowed
31	Damage from Accidents: The Contractor shall take all precautions against damages from accidents. No compensation will be allowed to the Contractor for his staff, tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The Contractor shall be liable to make good the damages. No claims in this regard will be arbitral.	No	No	Not Allowed
32	Right of railway to determine the contract:	No	No	Not Allowed
32.1	(a)The Railway shall be entitled to determine and terminate the contract at any time should, in the Railways opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved material at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof.	No	No	Not Allowed

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32.2	(b)Payment of determination of contract: Should the contract be determined under sub clause (a) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railway shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railways decision on the necessity and propriety of such expenditure shall be final and conclusive.	No	No	Not Allowed
32.3	(c)The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.	No	No	Not Allowed
33	Determination of Contract Owing to Default of Contractor:	No	No	Not Allowed
33.1	If the Contractor should	No	No	Not Allowed
33.1.1	(i)Became bankrupt or insolvent, or (ii)Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a committee of inspection of his creditors, or (iii)Being a company or corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or (iv)Abandon the contract, or (v)Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or (vi)Fail to adhere to the agreed programme of work by a margin of 10 percent of the stipulated period, or (vii)Fail to remove materials from the site rejected and condemned under clause 25 & 27 of GCC.	No	No	Not Allowed
33.1.2	(viii)Fail to take steps to employ competent or additional staff and Labour as required under clause 26 of GCC of the conditions, or (ix)Fail to afford the Engineer or Engineers representative proper facilities for inspecting of the works or any part thereof as required under clause 28 of GCC, or (x)Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with the Railway.	No	No	Not Allowed
33.1.3	At any time after the Tender relating to the contract has been signed and submitted by the Contractor, being a partnership firm, admit as one of its partner or employ under it or being an incorporated company elect or nominate or allow to act as one of its directors or employ under it in any capacity whatsoever any retired Gazetted officer working before his retirement, where in the executive or administrative capacity or whether holding any pension able post or not in the Electrical Department of any of the Railways for the time being owned and administered by the president of India before the expiry of two years from the date of retirement from the said service of such Engineer unless such Engineer or officer has obtained permissions from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the Contractor as the case may be	No	No	Not Allowed
33.2	Fail to give at the time of submitting the said tender: -	No	No	Not Allowed
33.2.1	The correct information as to the date of retirement of such retired officer from the said service or as to whether any such retired Engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or ii)The correct information as to such Engineer or officers obtaining permission to take employment under the Contractor, or iii)Being a partnership firm, the correct information as to, whether any of his partners was such a retired Engineer or officer, or iv)Being an incorporated company correct information as to whether any of its directors was such a retired Mechanical Engineer or a retired officer or	No	No	Not Allowed
33.2.2	Being such a retired Engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired Mechanical Engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the Contractor be a partnership firm or an incorporated company to be a partner or director of such firm or company as the case may be or to seek employment under the Contractor. Then and in any of the said cases, the Engineer on behalf of the Railway may serve the Contractor with a notice in writing to that effect and if the Contractor does not within 7 days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours notice in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice)and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI) should be issued.	No	No	Not Allowed
34	Right of Railway after Rescission of Contract owing to Default of Contractor: In the event of any or several of courses referred to in sub clause (1) of this clause, being adopted	No	No	Not Allowed
34.1	(a)The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.	No	No	Not Allowed
34.2	(b)The Engineer or Engineers representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.	No	No	Not Allowed
34.3	(c)The Engineer shall as soon as may be practicable after removal of the Contractor fix and determined ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously	No	No	Not Allowed
35	Settlement of disputes:	No	No	Not Allowed

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35.1	Matters finally determined by the Railway. -All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be referred by the contractor to the Railway and the Railway shall within 120 days after receipt of the Contractors representation make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in clauses 8,18,22(5), 39, 43(2), 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1) to (xiii) (B) of Standard General Conditions of Contract or in any clause of the special conditions of the contract shall be deemed as excepted matters and decision of the Railway Authority, thereon shall be final and binding on the contractor provided further that excepted matters shall stand specifically excluded from the purview of the arbitration clause and not be referred to arbitration.	No	No	Not Allowed
35.2	Demand for Arbitration. (i) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the excepted matters referred to in clause 63 of GCC, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference be referred to arbitration. (ii)The demand for arbitration shall specify the matters, which are in question or subject of the dispute or difference as also the amount of claim item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference.	No	No	Not Allowed
35.2.1	(a)The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway. (b)The claimant shall submit his claims stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal. (c)The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal. (d)Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.	No	No	Not Allowed
35.3	(IV) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it. (v) If the contractor(s) do/does not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.	No	No	Not Allowed
35.4	(1) Obligation during pendency of arbitration. - Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.	No	No	Not Allowed
35.5	APPOINTMENT OF ARBITRATOR:(i) In cases where the total value of all claims in question added together does not exceed Rs.25,00,000/-(Rupees twenty five lakh only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted officer of Railway not below JA grade nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by GM. (II) In cases not covered by the above clause the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below JA grade or 2 Railway Gazetted Officers not below JA Grade and a retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of more than 3 names of Gazetted Railway Officers of one or more departments of the Railway which may also include the names of retired Railway Officers empanelled to work as Railway Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by GM. Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractors nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractors nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the presiding arbitrator from amongst the 3 arbitrators so appointed.	No	No	Not Allowed
35.6	GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractors nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in SA grade of other departments of the Railway for the purpose of appointment of arbitrator. (III) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s). (IV) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The Arbitral Tribunal should record day to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.	No	No	Not Allowed
35.7	(V) While appointing arbitrator(s) under sub-clause (i), (ii) and (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.	No	No	Not Allowed

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35.8	(i) The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom. (ii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award. (iii) A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.	No	No	Not Allowed
35.9	In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail. Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made. The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s) as per the rates fixed by the Railway Board from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Honble court otherwise on the matter. Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.	No	No	Not Allowed
36	Accommodations and Railway Passes: No accommodations shall be given to any contractor(s) or staff/supervisors for the purpose of stay. Also, no Railway pass / PTO shall be given to them.	No	No	Not Allowed
37	Dispute in specification: Any dispute arising out of interpretation of Drawings, specifications or any terms and conditions including special condition of the contract or arising during the execution of the work/contract, shall be settled by Railways and his decision shall be final and binding on the contractor/tenderer(s).	No	No	Not Allowed
38	Penalty: Penalty clauses shall be levied on the contractor for unsatisfactory performance of the work detailed which will be mentioned in Special conditions of contract.	No	No	Not Allowed
39	Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty Contractors or sub-Contractors employed by him in the works. If in compliance with the terms of the contract, the contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer. Such Labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to deduct from any moneys due to the Contractor (whether under this contract or any other contract) all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.	No	No	Not Allowed
40	Provisions of Contract Labour (Regulation and Abolition) Act, 1970:	No	No	Not Allowed
40.1	The Contractor shall comply with the Provision of Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Acts and the Rules.	No	No	Not Allowed
40.2	The Contractor shall obtain a valid labour license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.	No	No	Not Allowed
40.3	The Contractor shall pay to Labour employed by him directly or through sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractors shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to Labour indirectly engaged on the works including any engaged by sub-Contractors in connection with the said work, as if the Labour had been immediately employed by him.	No	No	Not Allowed
40.4	In respect of all Labour directly or indirectly employed in the work for performance of the Contractors part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable	No	No	Not Allowed
40.5	In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-Contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Railway due to the Contractors failure to fulfill his statutory obligations under the aforesaid Act or the Rules the Railway will recover from the Contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under Section 20 Sub-section (2) and Section 2, Sub-section (4) of aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Railway to the Contractor whether under the contract or otherwise. The Railway shall not be bound to contest any claim made against it under sub section (1) of Section 20 and Sub-section (4) of section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.	No	No	Not Allowed
41	Contractor will nominate a representative/supervisor-in-charge who will maintain liaison with the Railways, nominated representative regarding security arrangement, liaison with Railways etc.	No	No	Not Allowed
42	Railway representative may check the attendance register of the man deployed by contractor on daily basis to ensure proper deployment by contractor. The attendance shall be recorded in a register maintained by the contractor supervisory staff and the contractors men shall have to sign on a daily basis. Such record to be produced on demand by railways authorized representative.	No	No	Not Allowed

Special Conditions

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S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The security agency should submit copies of a)Certificate of Registration with Registrar of Companies or Registrar of Firms or letter of Proprietorship b)Valid license under" Private Security Agencies(Regulation) Act, 2005 as amended from time to time, from respective State in which they want to be empanelled	No	No	Not Allowed
2	The primary duty of the security guards engaged by the Agency for performing duties at MEMU Car-shed Kharagpur is to provide protection round the clock to all the Railway staff and officials, Railways property against any theft, burglary, snatching, dacoity, fire, pilferage, sabotage, natural calamities etc. The guards shall be responsible for physical security of the entire car-shed complex including substation and Diesel Generator Room.	No	No	Not Allowed
2.1	In addition to above the security guards have to thoroughly check all the incoming rakes for any (a)Mentally ill or sick person, (b) Un-conscious/Dead body (c) Unclaimed luggage (d) Missing children inside coaches and help them to return to KGP station or act as custodian of them as per the instruction of SSE/In-charge. They have also to maintain the numbers of vehicles entering and exiting car-shed, their authority/gate pass, consignment and record them in a register. During night intensive patrolling around the car-shed.	No	No	Not Allowed
2.2	The security guards also have to switch On and OFF all the lights, fans and Pumps of the car-shed during evening and morning hours. Assisting staff, officials and others for safe passage at the Railway Level crossing in front of gate. More details of work and deputation on shift duty is attached as Scope of Work.	No	No	Not Allowed
3	All Armed guards to possess a valid Gun license of 12 Bore DBBL gun either issued for West Bengal/All India. All India license should be got locally registered with Police authorities. All armed guards must possess at least 15 cartridges must be with the weapon while on duty. They should not clean or repair their weapon during duty hours/ Inside car-shed. The Railway will not pay extra separately for cost of cartridges. The contractor has to include it in quoted rate.	No	No	Not Allowed
4	The Agency shall provide all the necessary equipment such as torchlight, stick, safety shoes, battery, uniform, whistle, Jersey for winter, Rain coat/umbrella for rainy season and identity card etc on its own cost and expenses. Railway shall not be liable to reimburse any of such expenses incurred by the Agency.	No	No	Not Allowed
5	Security Guards should: a). Physically fit and sound mental state. b). Preferably Minimum educational qualification of 10th passed. c). Must have undergone security training. d). The gunman so deployed must have valid weapon license mentioning date of validity. e)They should not be more than 60 years of age and f) The Security supervisor preferably should be from either Ex-Serviceman or Ex-Para Military personnel of India.	No	No	Not Allowed
5.1	The security supervisor preferably from Ex-serviceman or Ex- paramilitary forces of INDIA	No	No	Not Allowed
6	The contractor shall submit details, such as names, parentage, residential address, age, etc. along with recent photograph of the persons deployed by him. The contractor will also conduct police verification of all the security personals and supervisor at his own expenses and submit the document to consignee.	No	No	Not Allowed
7	The contractor/agency must comply with the statutory provisions of Contract Labour(Regulation & Abolition)Act-1970; The Minimum Wages Act-1948; Employees State Insurance Act; Workman's Compensation Act-1923; Payment of Wages Act-1936; The Employees Provident Fund (and Miscellaneous Provisions) Act-1952; Payment of Bonus Act-1965 as applicable.	No	No	Not Allowed
8	Minimum wages for different area is notified from time to time by Labour commissioner (Central), New Delhi, Ministry of Labour and Employment and the latest rate is applicable. As per present instruction Employer(Contractor/Agency) contribution in Employees State Insurance (ESI)is 4.75% of Basic plus VDA and Employees Provident Fund (EPF) is 13.61% of Basic plus VDA.	No	No	Not Allowed
9	The contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep S.E Railway indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions	No	No	Not Allowed
10	The contractor supervisor shall report promptly to the SSE/In-charge and DEE/TRS/KGP for any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets, movable and immovable, of the Railway and if there is any loss to the Railway on account of dishonesty,and/or due to any lapse on the part of the contractor or his worker, the contractor shall be penalized to recover such loss and pay to Railway. It should also take steps, in consultation with Railway authorities to register FIR with police, if required.	No	No	Not Allowed
11	Every security guard must have individual savings account and contractor will transfer money to their account through cheque or NEFT Every month in time. Cash payment to staff is not allowed.	No	No	Not Allowed
12	At the time of submission of bill, the contractor must have to submit the (a) muster roll of employee (b) Amount transferred to their individual bank account of security guards (c) Amount credited for ESI and EPF etc. as applicable.	No	No	Not Allowed
13	The duty time of the security Guards will be 8 hours per day. Adequate rest have to provide by contractor. Rest giver has already provided. In case of leave or absent of any security guard the contractor has to arrange any alternative manpower at his own cost.	No	No	Not Allowed
14	PENALTY:	No	No	Not Allowed
14.1	IN case any security guard found without proper uniform or Identity card fine of Rs.100/- per day per person will be imposed.	No	No	Not Allowed
14.2	If any security guard not found at proper place or outside shed or sleeping than his attendance will be treat as absent and Rs.500/- will be imposed per person per incidence.	No	No	Not Allowed
14.3	In the absence of any security guard or replacement manpower Rs.500/- person per day will be imposed. If due to agitation or disputes more than half of the total security guards absent from duty, penalty of Rs.5000/ day will be imposed.	No	No	Not Allowed
14.4	If the contractor failed to conduct fire fighting demonstration in every quarter Rs.500/- will be deducted per quarter.	No	No	Not Allowed
14.5	If any security guard is found under the influence of drugs or alcohol a penalty of Rs.1000/- per day per person will be imposed. In addition he/they will not be permitted inside car-shed and to be immediately replaced.	No	No	Not Allowed

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15	PRICES AND PAYMENTS:Payment will be arranged through Sr.DFM/KGP /S.E.Railway through NEFT/RTGS as per the EFT mandate form (document attached) on two monthly basis after filling the measurement book. Income tax , sale tax , BOCW cess , Conservancy charges and other taxes etc. applicable for this contract as per the prevailing rates is recoverable on the bill value from the on account bill of the contractor.	No	No	Not Allowed
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6. Documents attached with tender

S.No.	Document Name	Document Description
1	MANDATEFROM.pdf	Mandate Form
2	SCOPEOFWORK.pdf	Scope of work

Signed By: BIPLAB DASH

Designation : Sr.DEE/TRS/TPKR