

INDIAN RAILWAY WELFARE ORGANISATION
TENDER DOCUMENTS
FOR

**Drafts for special repair work for RWA Society for maintenance works
through a maintenance agency**

Date of Issue :

Issued by :

**Notice Inviting Tender Draft for Special Repair Works like Repairs, White Wash,
External Repair etc. for Maintenance of Society**

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SECTION - I
NOTICE INVITING TENDERS (NIT)

**Notice Inviting Tender Draft for Special Repair Works like Repairs, White Wash,
External Repair etc. for Maintenance of Society**

Sealed percentage rate tenders are invited in the prescribed form by the President of
RWA, s

Tender Number	Name of Work	Estimated value (in Rs.)	Earnest money in Rs.	Time of Completion
RWA/Contract	. Notice Inviting Tender Draft for Special Repair Works like Repairs, White Wash, External Repair etc. for Maintenance of Society			

1.2 The Tenderer may obtain Tender Document from from 11.00 hrs. to 16.00 hrs. (Monday to Friday) on payment of Rs.5,000/- (Rupees Five Thousand Only) (Non refundable) by Demand Draft and by post, on payment of Rs.5,500/- (Rupees Five Thousand Five Hundred Only), as tender cost in favor of RWA payable at RWA Society A/C, the President RWA Society

Signature of the Tenderer(s)

- 1.3 The Tenderer is required to deposit Rs.45000/- (Rupees Forty-five thousand Only) as Earnest Money in the form of Banker's Cheque / Bank Draft on RWA A/c Branch of any Scheduled Bank in favor of RWA Maintenance A/C. The tender which is not accompanied with Earnest Money shall be summarily rejected. The Earnest Money of unsuccessful tenderer(s) will be refunded to the Tenderer. If his tender is not accepted but without any interest / Bank commission / Collection charges within 60 (Sixty) days from the date of acceptance / finalization of the tender. The Earnest Money deposited shall be converted as initial security deposit in the case of successful tenderer.
- 1.4. Tender in prescribed form duly accompanied with Earnest Money should be submitted in a sealed cover Super Scribed with the name of the work in the mode specified below and must reach the office of the General Secretary/President of RWA, s latest by 15.00 hrs. On 2019. RWA, s shall not accept any loss or delay in transit as an excuse for Delayed / Late tender.
- 1.5 If a Tenderer does not quote Percentage Rate / Rates Above or Below the Rates shown in schedule in the format as specified in this Tender Document i.e. both in figures and words, the Offer will be treated as incomplete and summarily rejected.
- 1.6 "IF THE TENDERER(S) DELIBERATELY GIVES WRONG INFORMATION / CREDENTIALS / DOCUMENTS IN HIS / THEIR TENDERS AND THEREBY CREATE(S) CIRCUM-STANCES FOR ACCEPTANCE OF HIS / THEIR TENDER, RWA RESERVES THE RIGHT TO SUMMARILY REJECT SUCH TENDER AT NAY STAGE, SHALL SUSPEND THE BUSINESS DEALING FOR ONE YEAR".
- 1.7 Mode of Submission of Tender the Tenderer(s) are required to submit Tender / Offers in following manner.

Signature of the Tenderer(s)

(i) Separate envelop consisting of draft for EMD shall be attached on the top of the main cover which shall consist of Tender Conditions and schedule of quantities.

(ii) The envelop shall be marked to the General Secretary/President of RWA, s. The full Name and Address of the Tenderer and the Name of Work shall be written on the Cover and Sealed.

1.8 **Mode of opening of Tender**

The sealed envelope containing Earnest Money shall be opened first in the office of the General Secretary/President of RWA, s 15.30 hours on 2019.

Tender offer shall be opened only for those Tenderer whose Earnest money is found

Specified.

1.9 The work as detailed in the tender shall be executed and completed in all respects within a period of 4 (Four Months) from the date of issue of the written order to commence the work in accordance with the tender documents.

1.10 **Attention of the Tenderer is also invited to the following:**

(a) RWA, s General Conditions of Contract shall follow by the contractors including All risk Insurance Cover & Workmen Compensation Cover to be arranged by the contractor;

Signature of the Tenderer(s)

- 1.11 The tender offer shall remain valid for a period of 90 (Ninety) days from the date of opening of tender.
- 1.12 In case a Tenderer withdraws his offer within the validity period of the tender, the Earnest Money deposited along with the tender shall stand forfeited.
- 1.13 Earnest money of the Successful tenderer shall be forfeited in the event of refusal or delay on his part in signing the Agreement within 15 days or refusal to start the work on instructions from the General Manager.
- 1.14 The RWA Society does not bind itself to the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or part without assigning any reasons for doing so or can bifurcate the work seeing the feasibility of execution / early completion of the project.
- 1.15 This schedule includes the instructions to Tendered schedule and special conditions the Contract. The whole Tender Document shall be signed on each page by the Tenderer and returned along with the tender.

Signature of the Tenderer(s)

General Secretary
RWA Society

SECTION – 2

INSTRUCTIONS TO TENDERERS

- 2.1 The Tenderer shall examine carefully all the Tender Documents consisting of:
- I. Notice Inviting Tenders
 - ii. Instructions to Tenderers
 - iii. Tenderers Forwarding Letter
 - iv. Form of Agreement
 - v. RWA, s General Conditions of Contract
 - vi. Conditions of contract.
 - vii. Technical Specifications
 - viii. Bill of Quantities
 - ix. Tender Drawings

The Tenderer is advised to visit and inspect the site at his own cost and responsibility and to secure all necessary information which may be required for completing the work. Ignorance of site conditions or local information shall not be considered as an excuse for Non-Performance of the contract and No Claim or Compensation is payable on account of Lack of Site Information. All costs, charges and expenses that may be incurred by the Tenderer in connection with preparation of his tender shall be borne by him and RWA will not accept any liability whatsoever in this regard.

- 2.2 The Tenderer is required to complete the work in all respects within 4(Four) Months from the date of issue of letter of intent / order and hand over the same complete in all respects to the satisfaction of the Employer.
- 2.3 The Tenderer shall use only the form issued with this tender to fill up the Percentage Rates Above or below the rates shown in schedule.
- 2.3.1 Every page of the tender shall be signed on the left-hand side bottom corner and any tender not so complied with is liable to be treated as defective.

Signature of the Tenderer(s)

- 2.3.2 The tender form must be filled in English and all entries must be made by hand in ink. If any of the documents is missing, or unsigned, the tender is liable to be treated as defective tender.
- 2.3.3 Tenders not properly filled, mutilated with incorrect calculation or generally not complying with the conditions are liable to be rejected.
- 2.3.4 Any erasers and alternations made while filling the tender must be attested by initials of the Tenderer. Over-writing of figures is not permitted. Failure to comply with either of these conditions will render the tender liable for rejection.
- 2.4 A schedule of approximate quantities for various items accompanies this tender. It must be definitely and clearly understood that this schedule is liable to alteration by omissions, deductions, or additions to any extent at the discretion of RWA without affecting the terms of the Contract.
- 2.4.1 It shall be clearly understood that the rates quoted in the tender are for complete work at site as per instructions to Tenderers. General and Special Conditions of Contract, Specifications, Schedule of Quantities and Drawings addenda referred to therein and also for all such works as are necessary for the proper completion of the contract although specific mentions may not have been made in the specifications, drawings or tender documents.
- 2.4.2 The tenderer should quote the Percentage rate above or below the rate shown the Percentage rate quoted by the Tenderer(s) should be expressed accurately both in words and figures, so that there is no discrepancy.
- 2.4.3 No alteration which is made by the Tenderer in the Notice Inviting Tender, Instructions to the Tenderer/s, Agreement Form, General and Special Conditions of Contract, Technical Specifications and drawings etc. accompanying the same shall be recognized and if any such alterations are made the tender is liable to be rejected.

Signature of the Tenderer(s)

- 2.5 The tender for the work shall remain open for acceptance for a period of 90 (Ninety) days from the date of opening of tender. If any Tenderer withdraws his offer before the said period or makes any modifications in the terms and conditions of the tender, then RWA shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money of the Tenderer.
- 2.6 Canvassing in connection with the tender are strictly prohibited and the tenders submitted the Tenderer who resort to canvassing will be liable to rejection.
- 2.7 **Taxes:**
- 2.7.1 **Introduction of G.S.T.:** - Following details have been added.
- 2.7.1.1 The Goods & Service Tax (GST) has been made applicable in India with effect from 01.07.2017. The Tenderers should quote their rates considering the implementation of GST for works contract and input credit to be availed on the materials procured and services received by him, for execution of the contract. Input credit will be retained by the tenderer, this may be kept in consideration while quoting the rates.
- 2.7.1.2 The GST amount shall be paid as extra to be the tenderers as per provisions of GST Act from time to time.
- 2.7.1.3 The tenderer shall be registered with GST.
- 2.7.2 Any new Tax or any increase in the rate of levies / taxes levied on the finished work introduced by Central or State Government or by any local authorities after the opening of the tender, shall be reimbursed to the Contractor only on production of certificates from concerned authorities with authenticated documents to the fact that the same has already been deposited by the Contractor. Similarly, if there is any Government Legislation after the date of opening of Tender, the same shall be reimbursed to Contractor on production of authenticated documentary evidence to the fact that the same has been deposited by the Contractor.

Signature of the Tenderer(s)

Any abolition of Tax or decrease in rates of levies / taxed on the finished work introduced by Central or State Government or by any local authorities after the opening of the tender, shall be recovered by RWA from running / on-account bills of the contractor.

2.7.3 Labor Cess

The Tenderer for carrying out any construction work in Tamil Nadu (State) must get themselves registered from Registering office under Section 7 of the building and other Construction Worker Act, 1996 and Rules made thereto by the Tamil Nadu (State) Government and submit Certificate of Registration issued from the Registering Officer of the Tamil Nadu (State) Government (Labour Department). For compliance of the Act, the Tenderer shall be required to pay Cess @ 1% (One Percent) of cost of construction, which is to be deducted from each bill. Cost of material shall be outside the purview of Cess, when supplied under a separate Schedule Item.

- 2.8 The Contractor's operations and proceeding in connection with the work shall at all-time be conducted during the continuance of the contract in accordance with the laws, ordinances, rules and regulations for the time being in force and the contractors shall further observe and comply with the bye-laws and regulations of the Government of India. State government and Municipal and other authorities having jurisdiction over the area involved in connection with the works or site and over operations such as those as carried out by the contractors and shall give all notices required by such bye-laws and regulations.
- 2.9 The Agreement for this acceptance shall be executed on a non-judicial stamp paper of requisite value for which the stamp duty shall be borne by the Contractor.
- 2.10 Tenders containing conditions are liable to be rejected.

Signature of the Tenderer(s)

- 2.11 Deduction towards Income Tax, or any other Tax as per rules shall be made by RWA from the Contractor's Bills.
- 2.12 **List of documents to be submitted with the Tender**
Tender with earnest money in sealed cover
Registration with GST.
- 2.13 Tenderer is not permitted to give alternative Offers with reduced / increased duration of the project.
- 2.14 The contractor shall have to make his own arrangement for water to be used for construction purposes. No water connection would be given by RWA. It may be desirable for the contractor to explore the possibility of sinking tube well / wells at site to ensure the availability of adequate water at any time for construction works, permitted by local / civil authorities. The Tube well/s thus sunk shall be left as such after the works are over.
- 2.15 Few drawings are supplied along with the tender whom may have to be modified at the time of Construction and No Claim of the Contractor would be entertained on this account. These may have to be modified at the time of construction and no claim of the contractor would be entertained on this account.
- 2.16 The successful Tenderer will be notified about the acceptance of his tender by the Employer in duplicate and the Agreement should normally be signed within 15 (Fifteen) days of being advised. Letter of Acceptance and its acknowledgement will be a binding Contract.
- 2.17 **The successful Tenderer shall have to furnish the Performance guarantee as per terms & conditions of RWA, s Society with 15 days from the date of issue of LOA. In case of failure to submit P.G. the Earnest money shall be forfeited without any correspondence.**

Signature of the Tenderer(s)

- 2.18 If any ambiguity is found in Percentage rate quoted in Words and Figures, rate mentioned in Words shall be applicable.
- 2.19 Contract Agreement will be governed by RWA Society applicable on the contractor all- time.
- 2.20 The work shall be executed as per CPWD / PWD / Specifications for Civil In addition; various norms laid down by Bureau of Indian Standards (BIS) will also be followed.

Signature of the Tenderer(s)

SECTION - 3
DRAFT FORWARDING LETTER

FROM

M/s. _____

To

General Secretary/President
RWA, s Society

Tender for:

Ref: Special Repairs Works like External Plaster, Paints, White Wash for maintain the building Properly..

Dear Sir,

With reference to the tender invited by you. I/We here by officer to perform, provide, execute and complete the works in Conformity with the Conditions of Contract, Drawings and specifications for the respective Items of Schedule of Quantities attached hereto.

1. I/we have satisfied myself/ourselves as to the location and prevailing conditions of the site, and have read carefully the tender booklets containing Articles of Agreement, Conditions of Contract, Specifications, General Conditions of Contract of RWA and Special Conditions, technical Specifications, Drawings etc. and I/we understand that the works are to be completed within (Two) months from the date of issue of letter of intent/Order and fully understand that the time will be the essence of the contract.

2. I /we enclose a Banker's Cheque/Demand Draft No. _____ dated _____ for an amount of Rs. _____ (_____) as per conditions of RWA drawn on _____ Bank, payable at RWA Account in favour of RWA Society account, as Earnest Money and fully understand that this amount will not bear any interest.
3. I/we agree to keep the offer open for 90 (Ninety) days from the date of opening of the tender.
4. Should this tender be accepted in whole or in part, I/we Hereby agree to abide by and fulfill all the terms and conditions annexed hereto. If I/we Fail to commence the work specified in tender documents, I/we agree that my/our Earnest Money shall stand forfeited absolutely to the Employer, otherwise the said Earnest Money shall be retained by the Employer towards Security Deposit (retention Money). I/we also agree to the balance security money being deducted from my/our bills in accordance with the conditions of contract.
5. All the terms and conditions contained in the Notice Inviting Tenders, General and Special conditions of Contract. Specifications for execution of work and additional conditions and the Agreement etc. constituting the tender documents have been fully read by me/us and explained to me/us and I/we hereby accept the same and sign hereunder in token of their acceptance.

Signature of the Tenderer(s)

6. We are further enclosing herewith the following documents.

(a) Tender documents duly signed along with detailed programme and targets of completion of each type of work.

(b) Registration with GST.

(c) Demand Draft No. _____ dated _____ drawn on _____ for Rs. _____ (Rupees _____ only)

(d) Name of proprietor/Partners/Directors of the Firm _____

Date _____

Yours faithfully,
Name & Signature of Tenderer(s)
Officer-stamp & Seal of the tenderer (s)

M/s. _____

Witness: _____

Address. _____

Occupation. _____

Signature of the Tenderer(s)

SECTION - 4
DRAFT OF AGREEMENT

Articles of agreement made this day _____ of 2019 between RWA, s Society (hereinafter referred to as “RWA” which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor in office, executor, administrator, assignees) of the one part.

AND

M/s. _____ having their office at _____ herein after referred to as “CONTRACOTOR” which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor in office, executor administrator, assignees) of the other part.

RWA and **CONTRACTOR** are hereinafter individually referred to as “**PARTY**” and collectively as “**PARTIES**”

WHEREAS:

II The contractor has been furnished the building Drawings and Specifications duly prepared by RWA, describing the works to be done on the basis of the Notice Inviting Tenders, instructions to Tenderer/s, General and Special Conditions of Contract of RWA, Building Drawings, Technical Specifications have been signed by or agreed to be executed upon and subject to the conditions Set-forth herein (Hereinafter referred to as “The Said Conditions”) and the Special Conditions and Specifications of the work described in the said specifications, and included in the Schedule of Rates at Rates therein Set forth amounting to the sum of Rs. _____ (Rupees _____ only) hereinafter referred to as “Contract Amount” and more specifically detailed out in Volume II hereinafter.

Signature of the Tenderer(s)

- III And whereas the contractor has deposited with the RWA the sum of Rs. _____ (Rupees _____ only) as the Earnest Money, which shall become part of the Security Deposit to be retained until the expiry of the defect's liability period for the due observance and performance of this contract.
- IV And whereas the Contractor has furnished a Bank Guarantee bearing No. _____ dated _____ for a sum of Rs. _____ (Rupees _____ only) Executed by _____ in Favour of RWA towards security Deposits and Performance Guarantee, valid up to _____
- V And whereas the contractor hereby agrees to extend the validity of the Bank Guarantees for such further period or periods as may be required by RWA and if the contractor fails to obtain such extension (s) from the Bank, the Contractor shall pay forthwith or accept recovery of Rs. _____ (Rupees _____ only) from the bills in one Installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of Contract. In addition to above, RWA shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs. _____ (Rupees _____ only)

(Above provisions relating to Bank Guarantee/Performance Guarantee to be incorporated only if Security Deposit/Performance Guarantee is furnished in the form of a Bank Guarantee before the execution of the Agreement)

Signature of the Tenderer(s)

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

1. In consideration of the said Contract Amount to be paid at Different Periods of time and in the manner set-forth in the said Conditions, the Contractor shall, upon and subject to the said conditions execute and complete the work described as per the said Plans and Specifications and / or the Schedule of Rates and other conditions and within _____ months of the date of commencement of the work which shall be no later than _____
2. The commencement of work will be taken as the date of issue of the letter of Acceptance /order for aware of the contract.
3. RWA shall pay to the Contractor the said Contract Amount or such other sum as shall become payable at the times as hereinafter specified in the conditions.
4. Whenever under this Contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this agreement.
5. All charges on Account of Octroi, Terminal and other Taxes including Sales Tax or other duties on material obtained for execution of the said works shall be borne and paid by the contractor.
6. The following document (s) shall be deemed to form and be read and construed as part of the Agreement along-with the Amendments, Negotiated and confirmed in various subsequent letters exchanged as mentioned hereinafter.
 - i. Notice Inviting Tender.
 - ii. Instructions to Tenderers;

Signature of the Tenderer(s)

- iii. Details of the work, Eligibility, Technical Specifications & Special Conditions.
 - iv. Tender Forms.
 - v. CPWD Specifications for Civil (2009) works.
 - vi. General Conditions of Contract – April, 2015, with Amendment No.1 dated 13.10.2015.
 - vii. RWA, s Letter No. RWA/ _____ dated _____ 2019 to the contractor for award of the contract.
 - viii. Tenderer’s Letter No. _____ dated _____ to RWA in acceptance of the Award of Contract.
7. Parties hereto shall respectively abide by submitting themselves to the conditions and comply with the Performance of the said Agreement on their part respectively in such conditions stated in the Tender Document.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date and place First Written above.

1. SIGNED BY THE SAID
RWA (FIRST Party)
Residents Welfare Organisation

2. SIGNED BY THE SAID
Contractor (Second Party)

In the Presence of
Signature
Name
Address:

In the Presence of
Signature
Name
Address:

Signature of the Tenderer(s)

SECTION - 5

CONDITIONS OF CONTRACT

Execution of works

1. Contractor's understanding

It is understood and agreed that the contractor has after careful examination, satisfied himself as to the nature and location of the work, the configuration of ground, the character, quality of the materials to be encountered, the character, quality of the materials to be needed preliminary to and during the execution of the works, the general and local condition, the labour condition prevailing therein and all other matters which can in any way affect the works under the contract.

Supervision of work

The contractor has to engage a qualified supervisor to execute the work and also to carry out the instructions to be given by the Engineer –in-charge at site.

He has to make his own arrangements for the storage of materials and also engage a watchman to safeguard the materials and also for site accommodation.

For water and electricity, the contractor has to make his own arrangements.

2. Setting out of works

The contractor shall clear the shrub and bushes at site and the contractor shall be responsible for the true and proper setting out of the works in relation to the original points, lines and level of reference given by the Engineer and for correctness. He should arrange necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the work,

any error shall appear or arise in any part of the work, the contractor on being

Signature of the Tenderer(s)

required to do so by the engineer shall at once rectify such errors to the satisfaction of Engineer. The checking of any setting out of line or level by the Engineer or his representatives shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench marks, site, etc., used in setting out all the work. In case the contractor is required to revise the setting out of work due to any reason, he shall do so without any extra charges.

3. Contractor to keep site clear

During the execution of the work, the contractor shall keep site reasonably free from obstructions and shall store or dispose of any constructional plant and surplus material and clear away and remove from site any rubbish or temporary work no longer required. Suitable competent staff should be employed to maintain proper housekeeping during the entire period of construction/contract. Nothing extra will be payable on this account.

4. Variation in quantity

Quantity shown in the schedule is approximate only and may vary as per site condition. $\pm 25\%$ of the quantity is shown at the rates quoted. If it exceeds, 25% then rates can be negotiated.

Price variation clause is not applicable for this contract.

5. Damage to RWA property and private life and property

The contractor shall be responsible for all risks to the works and for trespass and shall make good at his own expenses all loss or damage whether to the works themselves or to any other property of the RWA or the lives, persons or property of others from whatsoever cause in connection with the works unit they are taken in connection with the works until they are taken over by the

RWA even though all reasonable and proper precautions may have been taken by the contractor and in case the RWA shall be called upon to make

Signature of the Tenderer(s)

good any such casts, loss or damages, or to pay compensation (including that payable under the provisions of the workman's compensation Act or any statutory amendment, thereof) to any person or persons sustaining damage as foresaid by reason or any act, or any negligence or omission on the part of the contractor, the amount of any costs or charges (including costs and charges in connection with legal proceedings), which the RWA shall have the power and right to pay or to defend or compromise any claims of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action of 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 the contractor, as aforesaid, any sum of sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and propriety of any such payment, defense or compromise the incurring of any such expenses shall not be called in question by the contractor.

6. Rate for extra additional or altered or substituted work

The employer shall have full powers to order execution of extra additional, altered or substituted items not included in the schedule of Quantities forming part of this contract. The execution of such items and / or any instruction issued thereafter shall not, in any way, affect or vitiate the contract and the contractor shall be bound to carry out all such items required under the same terms and conditions as per these contract documents. Contractor shall note that no non-schedule item shall be executed without prior approval. For new items, rates will be negotiated.

MEASUREMENTS CERTIFICATED AND PAYMENT

7. Quantities in Schedule of Rates Annexed to Contract

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

Signature of the Tenderer(s)

7 (a) Measurement of Works

- (i) The contractor shall be paid for the works at the rates in the accepted Schedule of Rates and for all the authorized extra works at rates determined on the measurement taken by the contractor and verified by the Engineer or the Engineer's Representative in accordance with the rules prescribed for the purpose by the RWA.
- (ii) The quantities for items, the unit of which in the accepted Schedule of Rates shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one. For items the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to two places of decimals.
- (iii) Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion progress of works. The date and time on which on account or final measurements are to be verified shall be communicated to the contractor who shall be present at the site and shall sign the result of the measurement.

7 (b) On Account Payments

- (i) The contractor shall be entitled to be paid from time to time by way of "On Account Payment" only for such works as in the opinion of the engineer he has executed at site subject to any deduction, which may be made from the same.

- (ii) Detailed measurements for the work done at site will be recorded in the prescribed measurement book by the RWA official and on account bill shall be prepared and submitted to the Engineer who will pass for payment after verification.

Signature of the Tenderer(s)

- (iii) The measurements submitted by the contractor shall be jointly verified on the date and time fixed by the engineer and the contractor shall be present at site and shall sign the results of the measurements, which will be signed by the Engineer. These measurement books will be treated as an acknowledgement and acceptance of the accuracy of the measurements. Failing the contractor's attendance the work will be checked and measured up in his absence and such measurements shall not withstanding such absence be binding on the contractor whether or not he shall have signed the measurement book. Provided always that any objection by the contractor in writing which will also be signed by the Engineer, Engineers representative to any measurement shall be duty investigated and considered in the manner set out above.
- (iv) The on-account bill shall be submitted in the prescribed Performa approved by the Engineer No Bill submitted incomplete or not in the prescribed manner will be entertained. Once the on-account bill is submitted by the contractor complete in all respect to the satisfaction of the Engineer, the same will be normally paid within 15 days of submission. The contractor shall however not be entitled for any interest or any other compensation due to delayed payment.

The bill on receipt in corporate office of RWA after its having been checked at site will be passed for payment to the extent of 75% of net amount, which will be treated as advance. This amount will be adjusted while passing running / on-account bill and balance 25% paid thereafter. The next running on account bill is prepared only after the first bill is cleared.

- (v) Normally on account payment for the work done by the contractor shall be made once a month, provided that the gross value of work done since the previous payment is not less than as specified in appendix.

Signature of the Tenderer(s)

8. Final Measurement and Payment

- i) When the works have been actually completed and the Engineer shall have certified in writing that they have been so completed and the Engineer has reasonably satisfied himself about the same, the contractor shall submit his final bills of quantities supported by detailed measurements within 90 days. Subject to the joint checking of the measurements by the Engineer and the contractor the Engineer shall arrange to effect actual payment of the amount as are undisputed and accepted after deducting there from the amounts due to the Employer in terms of the contract.
- ii) In case of termination, rescinding of the contract, contractor shall be required to measure work within seven days from the date of termination / rescinding fro joint verification by the Engineer(s), failing which the Engineer(s) will record the measurements after giving due notice to the contractor of the date and time of the measurement to be recorded and in case the contractor still fails to witness the measurements, then the measurements so recorded shall be final and binding on the contractor.

The contractor shall not be entitled to make any claim, whatsoever, against, the RWA under or by virtue of, or arising out of this contract nor shall RWA entertain or consider such claim, if made by the contractor, after he shall have signed a “No Claim” certificate in favour of RWA in such form as shall be required by the RWA after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by the “No Claim Certificate”. In such cases, it will be a term of contract that there is no Arbitration clause at all.

Signature of the Tenderer(s)

DETERMINATION OF CONTRACTS

9. Right of Employer to Determine Contract

The Employer shall be entitled to determine and terminate the contract at any time should in the Employer's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause, whatsoever, in which case the value of approved materials 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 Employer of such determination and the reason therefore shall be conclusive evidence thereof.

10. Payment on Determination of Contract

Should the contract be determined under Para No. 11 above, 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 the contract. The Employer's decision on the necessity and propriety of such expenditure shall be final and conclusive.

11. Determination of Contract Owing to Default of Contractor

If the contractor should:

- i) Become bankrupt or insolvent of
- ii) Make an arrangement with or 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 purpose of amalgamation or reconstruction, or
- iv) Have an execution levied on his goods or property on the works, or

Signature of the Tenderer(s)

- v) Assign the contract or any part thereof or
- vi) Abandon the contract, or
- vii) Persistently disregard the instructions of the Engineer or contravene any provision of the contract, or
- viii) Fail to adhere to the agreed programmed of work by a margin of 10% of the stipulated period or
- ix) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected or
- x) Fail to take steps to employ competent or additional staff and labour as required, or
- xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required or
- xii) Promise, offer to give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Employer or to any person of his or on their behalf in relation to the execution of this or any other contract with the employer, the following procedure shall be adopted in the causes (i) to (xii) above.

12. **Procedure of Determination of Contract**

In any of the said cases, the Engineer on behalf of the Employer may serve the contractor with a notice in writing to that effect and if the contractor does not within seven 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 Employer 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 adopt either or both of the following courses :

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- (a) To carry out the whole or part of the work from which the contractor has been removed by the employment of the required labour and materials, the cost of which shall include lead, life, freight supervision and all incidental charges.
- (b) To measure up the whole or part of the work from which the contractor has been removed and to get it completed by another contractor. The manner and method, in which such work is completed, shall be at the entire discretion of the Engineer whose decision shall be final.

And in both the cases (a) & (b) mentioned above, Employer shall be entitled (i) to forfeit the whole or such portion of the security deposit as it may consider fit: and (ii) to recover from the contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the Engineer to the contractor under the terms of the contract, such certificate being final and binding upon the contractor. Provided, however, that such recovery shall be made only when the cost incurred in excess is more than the Security Deposit Proposed to be forfeited and shall be limited to the amount by which the cost incurred in excess exceeds the Security Deposit proposed to be forfeited. The amounts thus to be forfeited or recovered may be deducted from any amount then due or which at any time thereafter may become due to the contractor by the Employer under this or any other contract or otherwise.

Provided always that in any case in which any of the powers conferred upon the employer by sub clause 6.8.0 shall have become exercisable and the same shall not be exercised, the non-exercise, thereof shall not constitute a waiver of any of the condition thereof and such powers shall notwithstanding be exercisable in the extent of any future case of default by the contractor for which his liability for past and future shall remain unaffected.

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13. Right of Employer after Rescission of Contract Owing to Default of Contractor

In case of any or several of the courses, referred to in para no. 13 is being adopted.

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the work or the performance of the contract and the contractor shall not be entitled to recover or be paid nay sum for any work there to or 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.
- b) The Engineer or the Engineer's representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ and part thereof until the completion of the work without the contractor being entitled to any compensation for the use and employment there of or for wear and tear or destruction thereof.
- c) The Engineer shall, as soon as may be practicable after removal of the contractor fix and determine ex-party or by or after reference to the parties such investigation or inquiries 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 at site.

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- d) The employer shall be liable to pay the contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the cost of completion and maintenance and thereafter until the cost of completion and maintenance damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion would have been due after deducting the said amount, but if such amount shall exceed the sum which would have been payable to the contractor, then the contractor shall on demand pay to the Employer the amount of such excess and it shall be deemed a debit due by the contractor to Employer and shall be recoverable accordingly.
- e)

SETTLEMENT OF DISPUTES

14. Conciliation and Arbitration:

Conciliation

- i) It is a term of this contract that Conciliation/ Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement / conciliation.
- (ii) If the Contractor is not satisfied with the settlement by the Employer on any matter in question disputes or differences, the contractor may refer to the General Secretary /President RWA in writing to settle such disputes or differences through conciliation/arbitration provided that demand for conciliation or arbitration shall specify the matters, which are in question or subject of the disputes or difference as also the amount of claim, item wise. Only such disputes or differences in respect of which the demand has been made, together with counter claim of RWA shall be referred to conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.

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- (iv) General Secretary/President of RWA may himself act as a Sole Conciliator / Sole Arbitrator or may decides to appoint another person as conciliator or Arbitrator as the case may be.
- (v) If one or more Conciliator (s) appointed as above refuses to act or arbitrarily withdraw from his office as Conciliator or vacates his/their office or offices or is/are unable or unwilling to perform his functions as conciliator(s) for any reasons, whatsoever or dies or in the opinion of General Secretary/President of RWA fails to act without undue delay, the General Secretary/President of RWA shall appoint new Conciliator(s) in his/their place. Such reconstituted tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous conciliator(s).
- (vi) The demand for conciliation is subject to Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof shall apply to the Conciliation proceedings under these clauses.

15. Arbitration

In the event of any dispute or difference between the parties hereto as 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 to which the parties may claim to be entitled to, then the disputed matters may be referred to arbitration, as per procedure laid down below.

- i. The demand for arbitration shall specify the matters which are in question, dispute(s) or difference(s) in respect of which the demand has been made, shall be referred to arbitration and other matters shall not be included in the reference.
- ii. It is a term of the Contract that no person other than a person nominated by Employer shall act as Arbitrator and if for any reason that is not possible, the matter is not to referred to arbitration at all. IN case where the Contractor has signed the final bill with “No claim certificate” the matter will not be referred to arbitration and in such cases, it will be a term of the Contractor that there is no arbitration clause at all.

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16. In cases where the total value of all claims in question added together does not exceed Rs. 10 lacs (Rupees Ten lacs only) the Arbitral Tribunal consist of sole/Arbitrator who shall be either the General Secretary/President or any representative of RWA nominated by the General Secretary/President of RWA on his behalf. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by RWA.
17. In case not covered by the above clause, the Arbitral Tribunal shall consist of a panel of three members of RWA, s as the Arbitrators. For this purpose, RWA will send a panel of more than three names of officers to the Contractor who will be asked to select / opt and suggest to President of RWA at least two names out of the panel for appointment as contractor's nominee. President/Secretary shall appoint at least one out of them as Contractor's nominee and will, also simultaneously appoint the balance number of Arbitrators either form the panel or from outside the panel and the two appointed Arbitrator shall appoint the third Arbitrator who shall act as the presiding Arbitrator.
18. If one or more Arbitrator(s) appointed as above refuse(s) to act as Arbitrator(s), withdraw from his office as Arbitrator or vacates his/their office or is/are unable or unwilling to perform his/their function as Arbitrator(s) for any reasons, whatsoever or die(s) or in the opinion of President/General Secretary fail(s) to act without undue delay, the President shall appoint new Arbitrator / Arbitrator(s) to act in his/their place in same manner in which the earlier Arbitrator(s) has 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).
19. The demand for Arbitration is subject to Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof shall apply to the Arbitration proceedings under this clause.

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20. The language of proceedings, documents or communication shall be in English and the Awards shall be made in English in writing. Conciliator / Arbitrator(s) shall give the award which shall state item wise the sum awarded and the reasons upon which it is based. The analysis and the reasons shall be detailed enough so that award could be inferred there from.
21. The conciliator / Arbitral Tribunal shall record day to day proceedings. Those proceedings shall normally be conducted on the basis of documents and written statement.
22. the conciliation/arbitration proceedings shall be held at a place decided by conciliator / Arbitrator.
23. The fees and other charges of the conciliator Arbitrator(s) shall be as per the scale fixed by the RWA from time to time and shall be shared between the RWA and the contractor.
24. The minimum qualification of conciliator/Arbitrator shall be graduate in Engineering. He may be a working or a retired officer with a minimum of 20 years in Group 'A' in Engineering Services of railways or equivalent in railway PSUs. He should be clear from the vigilance angle and should be a person with reputation of high technical ability and integrity. Also, he would not have associated with the contract to which the disputes pertain.
25. It is a term of this contract that the contractor shall not approach any court of law for settlement of such disputes or difference unless an attempt has first been made by the parties to settle such disputes or difference in accordance with the provisions of clause.
26. Obligation of RWA and Contractor shall not be altered by reasons of Conciliation 'Arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation arbitration and payment to the contractor shall continue to be made in terms of contract.

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27. The award of conciliator / Sole Arbitrator/ Arbitral Tribunal unless challenged in the Court of Law shall be binding on all parties.

28. **Award**

Conciliator(s) Arbitrator(s) shall give the award which shall state item wise the sum awarded and reasons upon which it is based.

29. **Jurisdiction**

All disputes arising out of or relating to the contract shall be deemed to have arisen in local jurisdiction and only courts having jurisdiction over local shall determine the same.

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SECTION-6

NAME OF WORK: -Drafts for special repair work for RWA Society for maintenance works through a maintenance agency

TIME OF COMPLETION – 4 MONTHS TOTAL APPROX COST: Rs...../-

S. No	Item No.	Description of Item	Quantity	Rate (Rs.)	Unit Per	Amount (Rs.)
1.	2.6.1	Earth work in excavation in all soils, including getting out & disposal of earth excavated, lead up to 50 m & lift up to 1.5 m as directed by Engineer-in-Charge.				
2.	2.25	Filling available excavated earth (excluding Rock) in, plinth, sides of foundation etc. in layers not exceeding 20 Cm in depth consolidated each deposited layer by ramming & watering lead up to 50 m & lift up to 1.5 m.				
3.	4.1.3	Providing and laying in position cement-concrete of specified grade including the cost of centering and shuttering 1:2:4 1 Cement: 2 Coarse sands: 4 graded stone Aggregate 20 mm Normal Size				
4.	5.2.2	Reinforced cement concrete work in walls columns, Piers etc. above plinth level including centering, shuttering: complete 1: 1.5:3 1.5:3 (1 cement: 1.5 Coarse Sand; 3 graded stone Aggregate 20 mm nominal size).				
5.	5.22A.1	Steel Reinforcement for R.C. C work including Straightening cutting, bending, placing in position & binding all complete above plinth level. Mild Steel & Medium Tensile Steel Bars				
6.	6.1.1	Brick Work with common burnt clay FPS (non modular) bricks of class designation 7.5 in Foundation & Plinth in Cement mortar 1:4 (1 cement: & coarse sand)				
7.	6.4.2	Brick work with common Burnt Clay FPS (Non modular) bricks of class designation 7.5 in Superstructure above Plinth Level in all Shapes & Sizes Cement mortar 1: 6 (1 Cément: 6 Coarse Sand)				
8.	11.3.1	Cement Concrete Flooring 1: 2: 4 (1 Cement” 2 Coarse Sand: 4 Stone aggregates) finished with a floating Coat of neat Cement including cement Slurry etc Complete 40 mm thick with 20 mm nominal size of stone				

		Aggregate				
9.	11.4	52 mm thick cement concrete flooring with concrete hardener topping, under layer 40 mm thick cc 1 to 4 (1: cement 2 coarse sand 4 graded stone aggregate 20 mm nominal size and top layer 12 mm thick cement hardener consisting of mix 1:2(1 cement hardener mix : 2 graded stone aggregate 6 mm nominal size(by volume. Hardening compound mixed at 2 liter per 50 Kg of cement or as manufacturer's specification. This includes cost of cement slurry etc. complete.				

S. No	Item No.	Description of Item	Quantity	Rate (Rs.)	Unit Per	Amount (Rs.)
10.	12.41.1	P&F on wall face in plastic seal PVC Rain Water Pipes conforming to IS 13592 Type 'A' including joining with seal ring confining to IS 5382 leaving 10 mm gap for thermal expansion Single Socketed Pipe (75 mm Dia)				
11.	13.1.2	12 mm thick cement plaster of mix 1:6 (1 cement:6 fine sand)				
12.	13.2.2	15 mm Cement Plaster on rough side of single or half Bricks Wall of mix 1:6 (1 cement:6 fine sand)				
13.	13.9.1	12 mm thick cement plaster finished with a floating coat of neat cement of mix & cement Mortar 1:3 (1 cement: 3 Coarse Sand)				
14.	13.10	15 mm thick cement plaster 1:3 (1 cement: 3 coarse sand) finished with a floating coat of neat cement on the rough side of single or half Bricks Wall				
15.	14.5 4.1	Painting with synthetic Enamel Paint of Approved Brand of required colour to given an even shade one or more coat on old work				
16.	14.64.1	Finishing Walls with water proofing cement point of required shade on old work one or more coat applied at 2.20 Kg/10 m ² over priming coat of Primer applied at 0.80 liter / 10 Sqm complete including cost of Priming Coat				
17.	15.2.1	Demolishing Cement Concrete manually / By Mechanical Means including disposal of materials within 50 m lead as per direction of the Engineer-in-Charge. Nominal Concrete 1:3:6 or rich mix				
18.	15.18	Dismantling Steel Work in built up section in Angle, tees, flats etc. including dismantling & stacking within 50 m lead				
19	15.56	Dismantling old plaster or Skirting raking out joints				

		and cleaning the surface for plaster including disposal of undesirable materials within 50 meters lead				
20	15.3	Dismantling RCC work manually/ by Mechanical means including stacking of Steel Bar and disposal of undesirable material within 50 m lead as per direction of Engineer-in-Charge				

S. No	Item No.	Description	Quantity	Rate (Rs.)	Unit Per	Amount (Rs.)
21	15.7.4	Dismantling Bricks work Manually / by Mechanical means including stacking of service cable materials within 50 m lead as per direction of Engineer-in-Charge in cement mortar.				
22	NS- 1	REFIXING RELEASED OLD STEEL FENCHING INCLUDING ALL LABOUR STRAIGHTENING, WELDING ETC. COMPLETE INCLUDING COST OF FASTENERS.				
23	NS- 2	Emptying Sewer Man hole including pumping of sewerage water with TRACTOR, Sewerage Pump and Tank including Disposal of same as per instruction of Engineer-in-Charge				
24	NS 3	CLEANING SEWERAGE MAN-HOES including plugging of Sewerage connection complete for starting repair work				
25	NS 4	CC Flooring 1: 2: (1 cement 2 coarse sand 4" stone aggregate finished with a floating coat of neat cement complete. 25 mm thick				
26	10.1	STRUCTURAL STEEL WORK In single section fixed with or without connecting plate including cutting, hoisting fixed in position applying a Priming Coat of Approved steel primer all complete				

Total Amount in Rs.