



EAST COAST RAILWAY
ENGINEERING DEPARTMENT

TENDER DOCUMENT

Name of work : Construction of 6 units Type-II Qrs at Jeypore on KK-II section.

Tender Notice No. & Date : 43 /2008/WAT/Engg, Dt:08.12.2008

Tender Value : Rs. 27,64,633/-

E.M.D : Rs. 55,300 /-

Cost of Tender Document : Rs. 3,000/-

Estimate No: : WAT/Est/Cap/183/2008

Similar nature work : "Execution of building works"

Time & Date of Submission : Between 10:30 Hrs – 13:30 Hrs on of Tender
22.01.2009

Time & Date of opening of tender : At 14:00 Hrs on 22.01.2009

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EAST COAST RAILWAY

ANNEXURE-I

TENDER FORM (FIRST SHEET)

Tender Notice No : 43/2008/WAT/Engg, Dt:08.12.2008
Name of Work : Construction of 6 units Type-II Qrs at Jeypore on KK-II section..
To
The President of India,
Acting through the
Divisional Railway Manager,
Addl. DRM/Sr.DEN
E.Co.Rly/WALTAIR.

1. I/We have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/we also agree to keep this tender open for acceptance for a period of **90 (Ninety) days** from the date fixed for opening the same and in default thereof. I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for East Coast Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within the stipulated time period mentioned in the tender document.
2. I/We also hereby agree to abide by the General Conditions of Contract as modified vide Railway Board's letter **No.2007/CE-I/CT/18, dt.28.09.07** and including any other corrections/modifications issued upto date and to carry out the work according to the special conditions of contract and specifications of materials and works as laid down by Railway in the annexed special conditions/specifications and the South Eastern Railway General Conditions of contract and standard specifications part – IV (Vol – II) corrected upto date and General Conditions of contract and standard specification corrected upto date for the present contract.
3. A sum of /- (as per the EMD Clause) is herewith forwarded as Earnest Money. The full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our tender is accepted and if :-
- (a). I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (b). I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses :
Signature of Tenderer (S)

(i). Date

(ii). Address of the Tenderer (S)

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SPECIAL ATTENTION FOR THE TENDERS

1. Mode of payment:
The on account payments can be released upto a maximum of 80% of agreeemental value for contracts valuing upto Rs.50 lakhs and 90% for the contracts valuing more than Rs.50 lakhs without any restrictions. Final bill beyond 80% - 90% of the value of the contract as the case may be shall be paid only after sanction of variations and execution of supplementary agreements.
2. Tenderer to give consent in a mandate form for receipt of payment through ECS/EFT.
3. Tenderer to provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account type, Bank A/C No. and Bank & Branch code as appearing on MICR cheque issued by bank.
4. Tenderer to attach certificate from their bank certifying the corrections of all above mentioned information as mentioned in Para (ii) above.
5. In case of non-payment through ECS/EFT or where ECS/EFT facility is not available, payment will be released through cheque.

FOR THE ATTENTION OF TENDERERS

1. Tenderers shall sign on every page of the Tender documents at the bottom of each page of the left side and submit all of them.
2. Tenderer shall not quote any rates other than those required as per the schedule of work, or special conditions if any on any page of the Tender documents.
3. However, the tenderer(s) if they desire to stipulate any special conditions or special rates not included in the schedule or wish to furnish any information, which they feel necessary, they may furnish the same on a separate paper and enclose the same to the tender documents placing on top for consideration.
4. Tenderers containing erasers and alterations of the tender documents are liable to be rejected. Any corrections made by the tenderer /tenderers in his/their entries must be attested by him/them.
5. The Tenderer(s) shall quote only one uniform percentage (%age) rate separately in Annexure 'A' Above/Below/AT PAR on the departmental estimated rates given in the Annexure-A (SOR Items), Annexure 'B' (F/R items), & Annexure 'C' (Supply items). The rates quoted other than one uniform %age rate/Split rate will not be considered and will be summarily rejected.
6. The schedule of Rates Vol.I can be had from DRM(Engg)/ E.Co.Rly/ WAT on production of money receipt from Divisional Cashier/E.co.Rly/Waltair for Rs.200/- Per each copy.
7. In case, the above instructions are violated and the special conditions and additional rates are quoted on the tender documents such tenders will not be considered and shall be summarily rejected.
8. The facility for referring Standing Earnest Money Deposit/Permanent Earnest Money Deposit towards Earnest Money Deposit is withdrawn.
9. All the Tenderers who wish to participate in the tender should submit the requisite earnest money deposit along with the tender in an acceptable form.
10. Unless and otherwise specified the unit rates for all the items in the schedule shall include the cost of the following :
 - ☐ All labour, tools, Plant, equipment, machinery etc.,
 - ☐ All lead, lift ascent, descent and jungle clearance etc.,
 - ☐ Clean water with all lead, lift, etc., required for the work shall be arranged by the contractor at his own cost.

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EAST COAST RAILWAY
TENDER FORM SECOND SHEET

Conditions of Tender and the particulars about the Tenders in connection with the work mentioned hereunder

1.
- GENERAL :**

Sealed tenders on prescribed forms are invited from experienced contractors for and on behalf of the president of India acting in the premises through the Divisional Railway Manager/Add.Divl.Railway Manager/Sr.Divl.Engineer of East Coast Railway at Waltair (therein after referred to as the Railway Administration) for the under mentioned work.

Sl. No	Name of the work	Approx. Value of the Contract (Rs.)	Total Earnest money (@ 2% on tender value) to be deposited with Tender (Rs.)
1	Construction of 6 units Type-II Qrs at Jeypore on KK-II section.	27,64,633/-	55,300 /-

Tenders will be received upto 13:30 Hrs on: 22.01.2009

2.
- SUBMISSION OF TENDER FORMS:**

Tenders must be enclosed in a sealed cover subscribed with the name of work "**Construction of 6 units Type-II Qrs at Jeypore on KK-II section.**" and must be sent by Registered post to the address of the Divl Railway Manager(Engg),East Coast Railway, Waltair so as to reach this office not latter than 13.30Hrs on **22.01.2009** or deposited in the **special sealed box** allotted for the purpose in the office of the DRM(Engg),East Coast Railway, Waltair. Offers received through FAX and found in the tender box at the time of opening of the tender and complete in all respects and duly signed by the authorized signatory should be treated as in-time offer subject to the firm/firms submitting post confirmation copy duly signed by the authorized person as per the tender conditions within 10 (Ten) working days from the date of opening. The tender box will be closed at **13.30Hrs.**, on **22.01.2009** and shall be opened at **14.00Hrs** Hrs on the same day in presence of such of those tenderers or their representatives present.
3.
- STUDY OF SOR 92, G.C.C. & SPL CONDITIONS :**

Instructions to tenderer(s), General Condition of contract and standard specifications for materials and works specimen agreement form are laid down in vol-II of the S.E.Railway General Condition of contract and standard specification, part-II,III &IV of 2001 together with upto date correction slips which can be seen at the office of the Divl. Railway Manager(Engg. Branch) East Coast Railway, Waltair and can be had on payment of Rs.400/-only per copy. A certificate should invariably be attached along with the Tender papers that the contractor(s) has/have purchases schedule of labour and materials rates Pt-I, Vol-I of 1992 and parts-II,III & IV of General conditions of Contract of standard specifications volume-II printed in 2001 with upto-date correction slips attached there-to of S.E.Railway and gone through all the conditions of contract and rates and specifications etc., embodied there-in. They should in their interest be well acquainted with site of work.
4.
- CONFLICT BETWEEN CONDITIONS:**

When there is any conflict between the instructions to tender with additional special conditions and with stipulations contained in the schedule of items on the one hand and the S.E.Railway Schedule of labour and materials rates part-I, Vol-I revised addition 1992, read with parts-II,III &IV regulations for tenders and contracts & General conditions of contract and standard specifications Vol-II of 2001 with upto date correction slips on the other hand the former shall prevail.
5.
- CARE IN SUBMISSION OF TENDERS :**

(a).

Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause -37 of the General Conditions of contract for the completion of works to the entire satisfaction of the Engineer.

(b).

When work is tendered for by a firm or company of contractors, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

(c).

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.

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6.

RIGHT OF RAILWAYS :

Special attention of the Tenderer/ contractor is also drawn that the Railway reserves the right not to invite tenders for any work or works or to invite open tenders or limited Tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning any reasons for such action".
7.

ELIGIBILITY CRITERIA :

The tenderer who wish to participate in the tender should fulfill the "ELIGIBILITY CRITERIA" as prescribed in the tender notice. The tenderer (\$) are requested to submit the documents along with the tender offer as mentioned in the tender notice. The other terms & conditions as prescribed in tender notice such as joint ventures, Partnership firm etc., shall also applicable.
8.

DRAWINGS :

The drawings for the work can be seen in the office of the DRM(Engg)/ East Coast Railway on any working day during office hours.
9.

EARNEST MONEY:

9.1.(a). The tender must be accompanied by a sum equivalent to the following which shall be rounded to the nearest Rs.10/-.

Value of the work (Tender value)	EMD
For works estimated to cost upto RS.1 crore.	2% of the estimated cost of the work.
For works estimated to cost more than Rs.1 Crore.	Rs.2 Lacs plus ½% (half percent) of the excess of estimated cost of work beyond. Rs.1 crore subject to a maximum of Rs.1 Crore

- (b).

RESILE OR MODIFICATION OF TERMS & CONDITIONS:

It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the DRM/ADRM /Sr.DEN/E.Co.Rly/WAT. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c).

RETAINING OF EMD TOWARDS PART OF SECURITY DEPOSIT:

If the tender is accepted the earnest money mentioned in Sub-Clause (a) above will be retained as part of 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.
- (d).

The scheme of standing earnest money deposit/permanent earnest money deposit is dispensed forthwith for all tenderers.
- 9.2.

THE EARNEST MONEY SHOULD BE IN CASH OR IN ANY OF THE FOLLOWING FORMS:

(a).(i).

Deposit receipts, Pay orders, Demand drafts. These forms of earnest money could be either of State Bank of India or of any of the Nationalized Banks. No confirmatory advice from the Reserve Bank of India will be necessary.

(ii).

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

(b).

The Earnest Money may be accepted in the following forms :

(i).

A deposit in cash,

(ii).

Government Securities at 5% below the market value,

(iii).

Deposit receipts or demand drafts of the Nationalised Banks,

(iv).

A Deposit in the Post Office Saving Bank,

(v).

National Savings Certificates.

(vi).

Twelve Year National Defence Certificate,

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- (vii). Ten Year Defence Deposits,
- (viii). National Defence Bonds,
- (ix). National Savings Certificates,
- (x). Time Deposit Account which came into force on 16.03.1970 and notified under Ministry of Finance, Notification No.F3(7)NS/70, dt.28.02.1970.
- (xi). IRFC Bonds.

NOTE: (vi) to (viii) these certificates/bonds shall be accepted at their surrender value.

The Tender must be accompanied by a sum as shown in Clause-12.1(a) above as earnest money deposit in cash with the Divl Cashier, East Coast Railway/Waltair and money receipt enclosed to the Tender or in any of the forms mentioned under Clause No.12.2.(a) & 12.2.(b) respectively.

- 9.3. The instrument submitted towards EMD should be obtained in favour of FA & CAO, East Coast Railway /Bhubaneswar, payable at Visakhapatnam.
- 9.4. The tenders unaccompanied by the requisite earnest money deposit in acceptable form shall under no circumstances be entertained and shall be summarily rejected.
- 9.5. On no account should the tenderer send the amount in Government currency notes or cheques (other than Banker's Cheque issued by Nationalised /Scheduled Banks). No reference to previous deposits of earnest money against the present tender can be accepted.
- 10. **SECURITY DEPOSIT :**
The Earnest Money Deposited by the contractor with his tender will be retained by the Railways as part of Security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor in cash 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.
- 10.1. Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under:-
 - (a). Security Deposit for each work shall be 5% of the contract value.
 - (b). The rate of recovery shall 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 Bank Guarantee, Fixed Deposit etc., shall be accepted towards security deposit.
- 10.2. Security Deposit shall be released only after the expiry of the maintenance period and after passing the final bill as certified by the competent authority based on "No Claim Certificate". The certificate, interalia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor(S) and that there is no due from the contractor to Railways against the contract concerned. Before releasing the security deposit, an unconditional and an unequivocal No Claim Certificate from the contract concerned should be obtained.
- 10.3. No interest will be paid on the said earnest money and the security deposit or amounts payable to the contractor under the contract.
- 11. **PERFORMANCE GUARANTEE:**
 - (a). The Successful bidder should give a performance guarantee (PG) amounting to 5% of the contract value. This is in addition to the Security Deposit to be recovered in cash from the running bills of the contractors.
 - (b). A performance guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement. The agreement should normally be signed within 15 days after the issue of LOA and the performance guarantee shall also be submitted within this time limit. This guarantee shall be initially valid upto 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 performance guarantee extended to cover such extended time for completion of work plus 60 days.

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- (c). The Performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.
- (d). Wherever the contract is rescinded, the security deposit shall be forfeited and the performance guarantee shall be encashed and the balance work shall be got done independently without risk and 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 either in his/her individual capacity or as a partner of any other JV/partnership firm.
- (e). 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.
- (f).. The successful bidder may give Performance Guarantee amounting to 5% of the contract value in any of the following forms :
- (i). A deposit of cash,
 - (ii). Irrevocable Bank Guarantee,
 - (iii). Government Securities including State Loan Bonds at 5% below the market value.
 - (iv). Deposit receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or any of the Nationalized Banks.
 - (v). Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks.
 - (vi). A deposit in the Post Office Saving Bank.
 - (vii). A deposit in the National Savings Certificates.
 - (viii). Twelve years National Defence Certificates.
 - (ix). Ten years Defence Deposits.
 - (x). National Defence Bonds, and
 - (xi). Unit Trust Certificates at 5% below market value or at the face value whichever is less.
- (g). The validity period and amount of performance bank guarantee shall simultaneously be extended/enhanced along with request for sanction of extension of time to the original contract period as well as enhancement in original contract value (if any). The contractor has to extend the validity of the performance bank guarantee on his own while applying for extension of time or before the execution of supplementary agreement covering such extension.
- (h). For works without maintenance period, the above performance bank guarantee shall be valid upto 60 day beyond the date of completion
12. **CONSTITUTION OF FIRMS :**
- (a). Tenders should specifically and fully disclose their respective constitutions and submit along with tender attested copies of documents like partnership deed, articles or memorandum of Association, certificates of Incorporation etc., If any, in support of such disclosures. If a tenderer is a firm i.e. a partnership business it should be stated whether the name of the firm is registered under the Indian Partnership Act and the names and addresses of all the partners of the firm should be fully disclosed. The Railway Administration shall always have the liberty to ask for production of the Originals of the said documents and also make out further and other requisitions regarding the constitutions of the tenderers as may be considered necessary from the time to time.

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- (b). When the work is tendered by a firm or company of contractors, the Tender shall be signed by the individual legally authorized to enter into commitments on their behalf. The Railway will not be bound any power of attorney granted by the Tenderers 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 advise and the cost of which will be chargeable to the contractor as following
- (i). for initial vetting Rs.100/-
(ii). for subsequent vetting Rs.30/-
- (c). If the tenderer (S) deliberately gives/give wrong information in his/their or creates/create circumstances for the acceptance of his/their tender, the Railway reserve the right to reject such tender at any stage.
- (d). If the tenderer(S) expires 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 and cancelled, unless the firm retains its character.
13. **SHED/STORES :**
Contractors shed, store houses, yards etc. for stacking Railway materials shall be located in the Railway premises only at locations approved by the Engineer.
14. **VALIDITY OF OFFER :**
The Tenderer(s) shall keep the offer open for a minimum period of **90 (Ninety only) days** from the date of opening of the Tenderer/Tender within which period the tender can not withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contravening/contravention of the above conditions will make tender liable for forfeiture of his earnest money deposit for the performance of the foregoing stipulations.
15. **AUTHORITY OF ACCEPTANCE :**
The authority for the acceptance of the tender will be rest with CE/BBS/DRM/ADRM/Sr.DEN/ East Coast Railway/Waltair who does not bind himself to accept the lowest or any tenders not deposit the undertake to assign reason for the declining to consider any particular tender.
16. **EXECUTION OF AGREEMENT :**
The successful Tenderer(s) shall be required to execute the agreement with the President of India through the CE/BBS, DRM /ADRM/Sr.DEN/DEN of East Coast Railway/Waltair
17. **EXECUTION OF CONTRACT AGREEMENT (DOCUMENT) :**
The tenderer whose tender is accepted shall be required to appear in person at the office of the Divisional Railway Manager concerned Engineer, as the case may be or, if a firm or corporation, a duly authorised representative shall so appear and execute the contract documents within 15(Fifteen) days after the notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement by the acceptance of the tender in which case the full value of the earnest money submitted along with the tender stands forfeited without prejudice to any other right or remedies. In the event of any tenderer whose tender is accepted refuses to execute the contract documents as herein before provided, the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money. The agreement to be executed in form Annexure-II for Zonal Contract & Annexure-IV for special contract as well as provisions contained in tender papers shall form part of the contract. In any respect about which any of the provisions in the said agreement form can not be reconciled with any of the provisions in the tender papers the later shall prevail.
18. **PROGRAMME OF WORK:**
The tenderers are required to submit a Bar Chart to showing the programme to complete the work within the stipulated completion period as mentioned in the tender notice. The work will be carried out to a fixed programme by the Railway. The method and system of carrying out the works will be prescribed by the Engineer-in-charge of the work or his representative.
19. **PLYING OF CONTRACTORS VEHICLES :**
The places locations where contractor's vehicles are permitted to ply adjacent to the running lines contractors required to erect a bamboo barricade 3 meters away from the center of the track so as to give an indication to the plying vehicles. To keep strict watch on the barricade Railway Administration will post an experienced Gangmen to act as Flagman at the locations to prevent any accident. Wages involved for posting of such flagman shall be borne by the Contractor(s).
20. **FLUCTUATION IN MARKET RATES :**
No claim will be entertained for any fluctuations in respect of cost of materials and increase of labour rates during the currency of contract.

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21. **APPRENTICE ACT :**
The contractor shall be responsible to ensure compliance with the provisions of the apprentices Act., 1961 and the rules and orders issued there under from time to time in respect of appreciation directly or through their petty contractors or sub contractors employed by him for the purpose of carrying out the contract.

If the contractor directly or through petty contractors or sub contractors fail to do this failure will be a breach of the contract and the Railway may in its discretion rescind the contract, the Contract shall also be liable for any pecuniary liabilities arising on account of any violation of the provisions of the Act.

NOTE :- The contractor(s) is/are required to engage apprentices when works are under taken by the last for a period of one year or more and/or the cost of the work is rupees one lakh or more.

22. **TOOLS & PLANTS :**
CERTIFICATE :
It should be clearly understood that it is entirely contractor's responsibility and liability to find, procure all the machine tools and pant and their spare parts that are required for efficient and methodical execution of the work delay in procurement of such items due to their non-availability or important on any matter in question disputes, difficulties or any other causes what-so-ever will not be taken excuse for slow or non-performance of work.

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

24. **Recovery of conservancy cess charges (Railway Board's Letter No.F(X)I/95/1/1, dated 31.05.2006) :**
(a). If the contractor's labour are employed at station and colonies where Railway sanitary facilities do exists, recovery should be made at the rate as detailed below :

Railway contractors	Average No. of labourer or Workmen employed per day.	Proposed conservancy cess charges to recovered per month.
	1 to 5	Rs.64/-
	6 to 10	Rs.126/-
	11 to 25	Rs.317/-
	26 to 50	Rs.462/-
	51 to 100	Rs.620/-
	101 to 200	Rs.779/-
	201 to 300	Rs.937/-
	301 to 750	Rs.1082/-
	751 to 1500	Rs.2176/-
	1501 to 3000	Rs.4353/-
	3001 & over	Rs.8694/-

(b). In respect of contractors labour working between stations are at isolated places where Railway sanitary facilities do not exist, recovery should not be made.
(c). Supply contractors may be exempted from the purview of recovery of cess charges.
(d). No conservancy cess charges need be recovered from the contractors who are engaged for removal of night soil and rubbish from the Railway colonies.

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- (e). No charges are recoverable wherever no services are provided.
25. **VARIATION QUANTITIES :**
- 25.1 Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate.
- 25.2 In case of increase in quantity of an individual item by more than 25% of the agreement quantity is considered as unavoidable, the same shall be got executed with the existing contractor for arriving at reasonable rates for additional quantities in excess of 125% of agreement quantity.
- 25.3 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.
- 25.4 No such quantity variation limit shall apply for foundation items.
- 25.5 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)
- 25.6 In the event of any reduction in quantity /quantities to be executed for any reason what so ever, the contractor shall not be entitled to any compensation but shall be paid for the actual quantity of the work done.
- 25.7 Any extra claim from the contractors on the above account shall not be entertained under any circumstances; payment shall be made on the basis of detailed measurements of the finalized works as shall be recorded by the Engineer or his representative
- 25.8 For the tenders accepted at the Zonal Railways level, the variation in the quantities will be approved by the authority in whose powers the revised value of the agreement lies.
- 25.9 For tenders accepted by General Manager, variations upto 125% of the Original agreement value (even if the revised agreement value is beyond GM's competence to accept tenders) may be accepted by General Manager.
- 25.10. For tenders accepted by Board Members and Railway Ministers, variations up to 110% of the original agreement value may be accepted by General Manager.
- 25.11 The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided.
26. **WAGES :**
Wages shall be paid by the Contractor to the workmen, directly without the intervention of any Jamadar/ Thakardar and that the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from the wages of the workmen.
27. **COMPENSATION FOR ACCIDENT :**
No compensation towards any accident what-so-ever will be paid by the Railway.
28. **RATES :**
The rates quoted by the Tenderer and accepted by the Railway Administration must hold good till the completion of the work and shall not be subjected to any fluctuation. No claim on this account what-so-ever shall be entertained at any stage.
29. **BONDED LABOUR ABOLITION ORDINANCE :**
Observation of bonded labour system (Abolition) ordinance 1975. The bonded labour system (Abolition) ordinance 1975 would apply to the present contract. The Contractor(s) /Tenderer(s) shall duly observe the provision thereof.
30. **CO-OPERATIVE SOCIETY :**
If a tenderer is a Co-operative Labour contract Society/ Vendors, Co-operative Society there shall be no element of contractor Ex. Contractor in the Society in any capacity nor shall there any close relative of the contractor or Ex. Contractor association with the Society as an office bearer.
In case of breach of the above provision, the Railway reserves the right to terminate the contract with the society at any time without assigning any reason after giving notice of a month to the society.
NOTE: In case of Labour co-operative Society only 50% of the Earnest Money normally taken from the Contractors is to be obtained in respect of works contract.
31. **NIGHT WORKING:**
Though normally no work is carried out in night i.e., from sun set to sun rise the progress of the work if not coming up to the time schedule laid down in clause above the Engineer-in-charge can order for night working by the contractor and the contractor shall make all arrangements for adequate lighting and safety precautions etc., for night working with prior permission of competent authority.
32. **OTHER CONCURRENT WORKS :**
The Contractor should take note that the Railway may carry out other works through departmental labour or through other agencies in the same area simultaneously. The Contractor should not create disturbances to departmental work, other contractual works etc., in progress at the same site.

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33.

LOCAL CONDITIONS :

The tenderers are advised to visit the site of work and investigate actual conditions, regarding nature and difficulties involved availability of materials, water and labour, probable sites for labour camps, store godowns etc. They should also satisfy themselves as to the source of supply and sufficiency and adequacy for their respective purpose of different materials referred to in the specifications or indicated in the drawings, the extent of lead and lift involved in the execution of work and any other difficulties involved in the execution of work should also be examined before quoting the rates for complete items of work described in the schedules. Plans and drawings concerning the above work may be inspected in the office of the DRM(Engg)/WAT on any working day.

Railway will supply the cable route plan and the tenderer should study/understand the same before starting the work, so that, necessary precautions can be taken to avoid damages to the cable. During the execution of works adequate precautions shall be taken by the contractor to protect the cables. In case the cables are damaged, a flat penalty of Rs.1,00,000/- (Rupees One lakh only) would be levied and recovered from the contractor. The decision of the Engineer-in-charge regarding attributing responsibility shall be final and binding on the contractor and this issue shall be treated as "Excepted matter" for arbitration.

34.

SETTING OUT WORKS :

The contractor is to set out the whole of the work in consultation with the Engineer and will rectify any errors which may arise there in and provide efficient and sufficient staff and labour. The contractor shall also alter or amend any errors in the dimension lines or levels to the satisfaction of the Engineer or of his authorised representative without claiming any compensation for the same.

35.

EMERGENCY WORKS:

In the event of any accident or failure occurring in or around the work or arising out of or in connection with the construction erection, completion or maintenance of the work which in the opinion of the Engineer require immediate attention the Railway, may use its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor is not in a position to do so, in time and charge the cost there of, as determined by the Engineer to the contractor.

36.

EXPENSES FOR AGREEMENT :

All expenses in drawing up the agreement and stamp duty if any, will be borne by the Railway administration.

37.

LOSS OF WORK ORDER :

A penalty of Rs.10/- (Rupees ten only) will be recovered from the contractor for loss of each copy of his work orders.

38.

LABOUR LICENSE :

The contractor shall obtain labour license from the concerned Assistant Regional Labour Commissioner (Central) as per contract labour (Regulation & Abolition) Act 1970 and rules framed there under in case he is required to engage more than the stipulated limit in the Act. Any violation of this will make the contractor liable for action as per the aforesaid Act and Rules.

39.

FIRST AID FACILITIES :

In terms of Para 19 of "The contract labour and (Regulation & Abolition) Act 1970", the contractor should provide and maintain a "**First Aid Box**" equipped with the prescribed contents at every place during the all working hours where contract labour is employed by him/them.

40.

ANTILARVAL WORK :

During execution of the work against this contract the contractor(S) will be responsible for 'ANTILARVAL' work at his/their own cost.

41.

EMPLOYMENT OF GRADUATE/DIPLOMA HOLDERS BY CONTRACTOR :

Tenderers/Contractors after award of the contract shall be required to employ unemployed Civil Engineering Graduate/Diploma Holders on monthly salary and or the durations indicated below :

Contract Value	No. of Engg. Graduates or Diploma Holders	Monthly salary	Duration
Rs.15 lakhs and above	1 Graduate Engineer (Civil Engg.)	Not less than Rs.4000/-	

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Above Rs.5 lakhs and less than Rs.15 lakhs	1 Qualified Civil Engg. Diploma Holder (Over-seers)	Not less than Rs.2000/- each	
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In case the contractor fails to employ the Technical staff as aforesaid, he shall be liable to pay a sum of Rs.4000/- (Rupees four thousand only) for each month of default in case of Graduate Engineer and Rs.2000/- (Rupees two thousand only) for each month of default in case of Diploma Holder. The decision of the Engineer-in-charge as to the period for which the required Technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor. However, requirement of number of Graduate Engineers for work above Rs.15 lakhs will be decided by Engineer based on actual value and quantum of work and site conditions.

42. The contractor with the help of his site Engineer or Diploma Holder, as the case may be, shall arrange to make necessary drawings, sketches, plotting, peg marking etc., as directed by the Engineer-in-charge or ADEN, for the purpose of execution and/or making initial/final drawings for approval along with work order in specific cases as insisted by the Railway. No extra cost will be paid by the Railway on this account.
43. **DRAFTING OF VEHICLES :**
The Railway shall reserve the right to draft any of the vehicles and or equipments mobilized by the Contractor at the site of work along with its Operator employed by the contractor to assist in rescue and restoration operation in case of any accidents/natural calamities involving human lives. The contractor shall be responsible to arrange mobilization of his Operator/equipment/vehicle so drafted with shortest possible delay. However, the Railway shall arrange to duly compensate the contractor, whose vehicles/equipment/Operator are so drafted by operation of suitable Non-schedule (NS) item(S) as per Railway's existing norms.
44. **ELECTRIFIED SECTION :**
If the contractor(S) are required to carryout the works in an Electrified Section. The/they shall be full responsible for the safe working of traffic and safety of these/their men.
45. **CLEARANCE OF SITES :**
On the successful completion of the work the contractor shall remove all his equipments and surplus materials etc., and leave the site clear of any encumbrances within 30 days after the certified date of completion.
46. **DETERMINATION OF CONTRACT :**
Right of Railway to determine the contract under clause No.61 & 62 of GCC is applicable.
47. **SUPPLY OF RAILWAY MATERIALS :**
Unless and other wise specified the Railway shall supply the materials such as cement and steel etc., required for this work free of cost. The materials will be handed over to the tenderer(s) at the stores of inspector of works concerned and no lead is payable on these materials from the delivery point to the work site.
48. **RETURN OF RAILWAY MATERIALS :**
The Railway materials to be returned by the tenderer after completion of the work should be handed over in good condition at stores of IOW concerned at the cost of tenderer(s). No lead is payable on account of transportation.
49. **EMPTY CEMENT BAGS :**
The empty cement bags for the supply of cement by the Railway should be the property of the contractor and the cost thereof shall be recovered at the rates fixed from time to time. The Railway reserves the right to take back the empty cement bags which are in good condition for its own use without any payment what-so-ever.
50. **MATERIALS SUPPLIED OUT SIDE THE SCOPE OF CONTRACT:**
50(a). If materials outside the contract are supplied for use in work on the application of the contractor of Engineer-in-charge of the work should specify in each case the rates to be charges which should be the market rate prevailing at the time of supply or the issue rate whichever is higher plus departmental charges which shall be computer as below.

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- 50(b).

Market rate of issue rate whichever is higher plus freight 5% and 2% incidental charges of which supervision charges @ 12% on total cost will be added.

In case cement, steel and other material stipulated as per the agreement used in excess of the requirement calculated as per the quantities of materials to be used in different in the quantity of materials actually issued of the contractor and the theoretical requirements a calculated above should be returned by the contractor to the Railways representative at the specified depot after completion of the work. The contractor shall not be entitled to cartage and to stores where they are issued. No lead will be paid for returning the empty cement bags.
- 50(c).

The Provision of the forgoing sub clause shall be in addition to cement and other material apply to the case of steel reinforcement or structural steel section, except that the theoretical quantity of steel shall be taken as the quantity required as per drawing or as authorized by the Engineer-in-charge including authorized representative.
- 50(d).

The materials issued to the contractor out of which remaining unused in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-charge at place where directed by him.
- 50(e).

In case the contract fails to return the unused or excess material over the requirement as calculated the cost as arrived at as in para 7(a) & (b) above increase by 100% will be charged and recovered from the contractors dues without prejudice to the provisions of the relevant conditions regarding return of materials governing the contract.
- 501(f).

The provision made above are without prejudice the right of Government to take action against the contractor under the conditions of the contract for not doing the work according to the prescribed specifications.
51.

USE OF RAILWAY MATERIALS:

If ordered by the Engineering-in-charge the tenderer shall use Railway boulders, stone etc., in the work and the tenderer has no right to refuse such orders.
- 52

MAINTENANCE PERIOD:

All works except zonal contracts and earth work the contractors are required to be maintained the same for the period of 06 (Six) month from the certified date of completion. Any damages or defects in the work executed by the contractor finds after completion of the work the same shall be rectified at his own cost during the period of maintenance.
- 53

“SETTLEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION RULES “ (Arbitration & Conciliation Ordinance 1996) :-

Clause No.63 & 64 General conditions of contract (GCC) have been revised in view of the promulgation of the arbitration and conciliation ordinances 1996. Revised Arbitration Clause as per Railway Board's letter No.2003/CE-I/CT/4 dated. 09.10.2003 shall applicable to this contract.

Tenderer (S)/Contractor (S)

Divl Railway Manager (Engg)
E.Co.Railway/ Waltair

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

Tenderer (S)/Contractor (S)

Tenderer(S)

D.R.M(Engg)/WAT

Annexure – IV**ADDITIONAL SPECIAL CONDITIONS FOR SUPPLY OF****CEMENT AND STEEL BY CONTRACTOR**

1. cement 53 Grade confirming to IS – 12269 and 43 Grade confirming to IS – 8112 and high yield strength deformed bars cold twisted/hot rolled as per IS – 1786 are to be supplied by the contractor.
2. Cement should be procured from the reputed cement plants such as L & T, Ramco, Raasi, Nagarjuna, Lafarjee or any other brands approved by the Engineer-in-charge.
3. Cement bags preferably in polythine packings should bear the following information in legible markings :
 - (i). Manufacturer's name
 - (ii). Registered Trade Mark of Manufacturer.
 - (iii). Type of Cement
 - (iv). Weight of each bag in Kg
 - (v). Date of manufacture, generally marked as week of the year/year of manufacture ie., 30/97 which means 30th week of 1997 year and IS code No for which it confirms.
4. Reinforced steel shall be procured from main producer such as SAIL/TISCO/RINL or their authorized stock yards. Re-rolled steel will not be accepted.
5. To ensure quality control, test certificates from the manufactures should be produced by the Contractor(s) which should confirm to the relevant specifications (latest may be incorporated).
6. In case the test certificate furnished from the manufacturers is not satisfactory then, the cement sample shall be tested as per IS : 12269 – 1987 in any one of the following laboratories as instructed by the Engineer-in-charge & the costs must be born by Contractor only : (a).Geo Engineering Lab./E.Co.Rly/Waltair, (b).Collage of Engineering Lab. /Andhra University /Waltair, (c).A.P.I.I.C Lab. at Industrial Estate/Visakhapatnam, (d).Government Polytechnic Collage Lab. /Visakhapatnam.
7. For the purpose of payment the materials such as cement & steel shall be taken into DMTR of Railways and re-issued to the contractor (S) for the use in the work under clear acknowledgement. Subsequently, the contractor(s) will be fully responsible for the safety of the materials which shall be treated as Railway materials issued to the contractor(s) for all purposes. In any case of loss/damages etc. to materials the Railway shall be empowered to recover the costs thereof from the contractor(s) as per extant rules.
8. Contractor should take proper precautionary measures to store the cement in good condition against rains, Cyclones. Railway is not responsible for any loss of cement due to cladding on account of defective storage.

Tenderer(S)**D.R.M(Engg)/WAT**

EAST COAST RAILWAY			
SCHEDULE OF WORKS			
ANNEXURE –A			
NAME OF WORK:			
	Construction of 6 units Type-II Qrs at Jeypore on KK-II section.		
	Est.No: WAT/Est/Cap/183/2008		
Sl.No	Description of work	Dept. Value (Rs)	Uniform percentage rate to be quoted in figures & words
SCHEDULE - A			
1	All items of works covered by Section- 'A to Y' OF sor-92 (Details in Schedule - "A" is attached)	465794.31	% AT PAR/ Above/Below (In words) ()
SCHEDULE - B			
1	All items of works covered Schedule - B(i.e. Flat rate items) (Details in Schedule - B is attached)	1209129.10	% AT PAR/ Above/Below (In words) ()
SCHEDULE - C			
1	All items of works covered Schedule – C (i.e. Flat rate items) (Details in Schedule – C is attached.	590024.00	% AT PAR/ Above/Below (In words) ()
SCHEDULE - D			
1	All items of works covered Schedule - D (i.e. Flat rate items) (Details in Schedule - D is attached.	208896.00	% AT PAR/ Above/Below (In words) ()
SCHEDULE - E			
1	All items of works covered Schedule - E (i.e. Flat rate items) (Details in Schedule - E is attached.	290790	% AT PAR/ Above/Below (In words) ()
Total Dept. Estimated Value:		2764633.41	
1	The tenderer(s) shall quote one uniform percentage (%age) rate ABOVE/ATPAR/BELOW the departmental estimated rates shown in Schedule - A, B, C & D.		
2	The work should be completed in all respects with in 12 (Twelve) months for the date of issue of the acceptance letter to the tender.		

Tenderer(S)

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SCHEDULE-A						
Sl. No	Description of Work	Qty	Rate	Unit	Amount	Ref
1	Earth work in excavation for foundation in medium hard soil.	284	14.25	Cum	4047.00	A/6
2	Earth work in excavation in soft rock.	81	44.05	Cum	3568.05	A/3/b
3	Earht work in filling in plinth around the building.	243	2	Cu.m.	486.00	A/8
4	PRC Slab 5cm thick.	28	33.1	sqm	926.80	B/10/a/ii
5	PRCC jali (1:2:4)	10	43.1	sqm	431.00	B/17/a/ii
6	Brick masonry (1:6)	14	261	cum	3654.00	C/40
7	Flooring 25mm thick	233	13.25	sqm	3087.25	F/5/c
8	Cement punning over flooring etc.,.	292	0.7	Sqm	204.40	H/10
9	Cement plastering (1:6) 15mm thick.	1458	7.15	Sqm	10424.70	H/1/b
10	Speciall plastering 20mm thick 1:3.	295	9.6	sqm	2832.00	H/9
11	painting with two coats	178	6.8	Sqm	1210.40	J/21/a
12	painting with two coats	178	2.9	Sqm	516.20	J/16/a
13	Supply & fixing plastic shower rose of approved quality, with 15mm to 20mm inlet. (b) 150mm.dia.	6	15.4	Each	92.40	N/58
14	Supply & fixing AC soil & rain water pipe.(c) 5cm to 10cm.	14	30.7	RMT	429.80	N/45/c
15	Supply & fixing AC vent cowls of 5cm to 10 cm dia.	6	15.3	Each	91.80	N/46/c
16	Providing & installing white glazed earthenware WC pan	6	310.35	Each	1862.10	N/11/i
17	Supply & fixing GI pipe , laying etc.,.					
	(a) 20mm dia	73	34.35	RMT	2507.55	O/13b
	(b) 25mm dia	49	42.25	RMT	2070.25	O/13/c
18	Supply & fixing GI special like bends,Tee,Elbow,plug etc					

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	(a) G.I. tee 20mm dia	14	10.7	Each	149.80	O/14/h
	(b) G.I. sockets 20mm dia	24	4.05	Each	97.20	O/19/k
	(c) G.I. Elbow 20mm dia	24	6.4	Each	153.60	O/14/e
	(d) Reducing sockets 20mm X15mm dia	24	6.05	Each	145.20	O/19m
	(e) Bibtap brass screw type 15mm dia	14	37.5	Each	525.00	O/29/c
	(f) Providing & fixing Unions 20 mm dia	10	40.05	Each	400.50	O/43/b
	(g) Providing and fixing full way brass valve with wheel 25mm dia	6	135.55	Each	813.30	O/39/c
	(h) Providing and fixing full way brass valve with wheel 20mm dia	6	96.15	Each	576.90	O/39/b
	(i) Reducing tee 20mm X20mm x15mm	14	10.8	Each	151.20	O/14/j
19	Supplying,laying and jointing etc, earthen ware pipe10cm dia.	24	51.75	mtr	1242.00	Q/28/a
20	Constructing brick masonry chamber 90 cm x 45 cm x 60 cm inside size, in cement mortar 1:5 (1 cement : 5 sand).	10	322.15	Each	3221.50	Q/17/a
21	Supply & fixing salwood door, window ventilator frames .	2122536	7.4	%0cu.cm.	15706.77	G/1/c
22	Supply & fixing bija sal wood door, window leaves.	355023	33.95	%0sq.cm.	12053.03	G/9
23	Supply & fixing butt hinges of approved quality etc.,.					
	i) 100mm size.	204	4	Each	816.00	G/62/c
	ii) 75mm size.	117	2.75	Each	321.75	G/62/b
24	Supply & fixing Tower bolts.					
	(a) Tower bolts 225mm size	102	6.65	Each	678.30	G/63/c
	(b) Tower bolts 100mm size	117	3.3	Each	386.10	G/63/a
	(c) Supplying and fixing iron hasp bolts 300mm size	34	13.8	Each	469.20	G/68
	(d) Supplying and fixing iron handles 150mm size.	57	1.7	Each	96.90	G/69
	(e) Supplying and fixing Hooks & eyes 300mm size.	59	1.85	Each	109.15	G/65/d

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25	Making hold fasts from 20cm long etc.,.	3.89	339	Cum	1318.71	G/66
26	White washing Two coats.	1458	1.7	Sqm	2478.60	I/1/B
27	Water proof cement based paint	462	8.1	Sqm	3742.20	I/11
28	Colour washing with all colours except red.-Two coats only.	729	1.9	Sqm	1385.10	I/4/B
29	Misc items A - Y 10% on SOR-92	85479.71	10%		8547.97	
30	Tender increase on SOR items (Sec-A-Y)	94027.68	395.38%		371766.63	
	TOTAL OF SCHEDULE - A				465794.31	



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SCHEDULE-B						
Sl. No	Description of Work	Qty	Rate	Unit	Amount	Ref
1	MCC of any approved mix with all contractors graded chips of 40/20 mm etc., Complete as directed by Engineer in charge (excluding cement cost).	105	2220	cum	233100.00	F/R
2	Random Rubble Masonary in CM 1:5/1:6 or any other approved proportion in foundation and super strecture with---complete as directed by Engg in charge.	450	1221.9	Cu.m	549832.50	F/R
3	RCC M-25 design mix. With all contractors graded chips, sand etc,Complete as directed by Engineer in charge(This rate is excluding cost of cement & steel).	42	4560	cum	191520.00	F/R
4	Supplying and fixing PVC door frames etc.,	49	276	Rmt	13524.00	F/R
5	Supplying and fixing PVC shutters in position and made with PVC Module ---Complete as directed by Engineer in charge.	17	2166	sqm	36822.00	F/R
6	Supply ,fabrication and fixing of M.S Grill of approved design and approved quality--- Complete as directed by Engineer in charge(the rate is SAIL Quotation)	1.7	57706	MT	98100.20	F/R
7	Supplying and fixing in position as directed by Engg in charge PVC Soil and rain water pipes including fixing of PVC brackete---complete as directed by Engg in charge.					F/R
	(a) PVC Rain water pipes 100 mm dia	40	222	Rmt	8880.00	F/R

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8	Supply and fixing pvc bends/tees/double bends etc, with all necessary fittings of approved quality with all contractors materials tools and plat, lead ,lift, loading and unloading, royalty, sales tax, and all other incidental charges complete as directed by the Engineer-in-charge of the work.	24	189	Each	4536.00	F/R
9	Supplying and fixing highest polished cuddapah slab sink of size 60 X45X20 Cm cm of all thickness---complete as directed by Engg in charge.	6	744	Each	4464.00	F/R
10	Supplying and fixing highest polished cuddapah slab of thick 30-40 mm-complete as directed by Engg in charge.	6.8	353	Sqm	2400.40	F/R
11	Supplying and fixing of Sintex tank or equivalent of any capacity tank ---of approved quality with power coated --- Complete as directed by Engineer in charge.	8000	7.76	Ltr	62080.00	F/R
12	Supply & fixing PVC flushing cistern with all necessary connections--Complete as directed by Engineer in charge.(the rate is as per sanctioned est no. DF-3/142/2008.) (Crew Booking Lobby)	6	645	Each	3870.00	F/R
SCHEDULE - B					1209129.10	

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SCHEDULE-C						
Sl. No	Description of work	Quantity	Rate	Unit	Amount	Ref.
1	Supply and stacking of cement 43 or superior grade confirming to BIS specifications of manufactured by reputed firms such as Ultra Tech, ACC, Jaypee, Grasim etc.. as approved by Engineer-in-charge, including contractor's labour, loading, transpiration, unloading, lead, lift, descent, taxes, royalty, freight charges and other incidental charges etc., complete as directed by the Engineer-in-charge of the work (F/R).					
	OPC	2252	262	Per Bag	590024.00	F/R
	TOTAL OF SCHEDULE - C				590024.00	

SCHEDULE - D

Sl. No	Description of work	Quantity	Rate	Unit	Amount	Ref.
1	Supply of SAIL steel or other approved quality of BIS specifications various dia meters (6mm plain steel & other to steel) as required and stacking the same at IOW/Stores godown as directed by the Engineer-in-charge of the work including labour, loading, transportation, unloading, stacking, lead, lift, taxes, royalty and all other incidental charges complete.(F/R)					
		3.62	57706	MT	208896.00	F/R
	TOTAL OF SCHEDULE - D				208896.00	

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SCHEDULE - E

SI No	Description of work	Unit	Qty	Unit Rate	Total
A.	Electrification etc.				
1	Surface wiring for light and fan point.	Point	87	282	24534
2	Surface wiring for 5 A Capacity Plug point.	Point	18	185	3330
3	Surface wiring for 15A Capacity Plug point.	Point	12	282	3384
4	Supply, erection, testing and commissioning of MS Main Switch board of size 15 " x 10 "	Each	6	350	2100
5	Supply, erection, testing and commissioning of 32 Amps capacity main switch	Each	6	600	3600
6	Supply, erection, testing and commissioning of Energy Meter 240 Volts, 0-20 Amps single phase.	Each	6	1250	7500
7	Supply, erection, testing and commissioning of Anti-theft box for Energy Meter.		6	300	1800
8	Supply, erection, testing and commissioning of Sub-distribution board	Each	6	950	5700
9	Supply, erection, testing and commissioning of service mains distribution board.	Each	3	2850	8550
10	Wiring point for main to Sub main wiring with 6 sq.mm PVC Insulated multistranded copper conductor	Mtrs	180	170	30600
11	Wiring point for Sub main wiring to switch board with 2.5 sq.mm PVC Insulated multistranded copper conductor	Mtrs	150	115	17250
12	Supply of 1x11 W CFL lamp.	Each	36	105	3780
13	Supply, fixing of 28 W Energy efficient Fitting with T-5 lamp etc.	Each	12	825	9900
14	fixing of cable in Open air with GI pipe of suitable size including fixing with suitable fixtures	Mtrs	200	300	60000
15	Laying of cable along the road with suitable trenching.	Mtrs	500	85	42500
16	Laying of cable across the road/Track with as per CEE/BBS'S drawing no CEE/GS/Cable Trench/01	Mtrs	50	288	14400
17	Earthing arrangement as per CEE/BBS's Drawing No. CEE/GS/Earthing/02	Each	6	1284	7704

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SI No	Description of work	Unit	Qty	Unit Rate	Total
18	Supply,erection with suitable down rod etc. of 1200 mm sweep AC ceiling fan with electronic regulator.	Each	12	1740	20880
19	Supply,erection & commissioning of LT Location box.	Each	1	18700	18700
20	Supply,erection & commissioning of Calling bell.	Each	6	70	420
21	Supply,fixing testing & commissioning of out door luminaire for block lighting.(2x18w)	Each	3	1386	4158
	Total:				290790

TOTAL OF SCHEDULE - A	465794.31
TOTAL OF SCHEDULE - B	1209129.10
TOTAL OF SCHEDULE - C	590024.00
TOTAL OF SCHEDULE - D	208896.00
TOTAL OF SCHEDULE - E	290790.00
TOTAL TENDER VALUE:	2764633.41

Tenderer(S)

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SPECIAL CONDITIONS

1. **SUPPLY OF RLY. MATERIALS:**
The Railway supplies materials such as Cement, Steel etc. required for the works free of cost if contractors supplies of these items are not included in the contract.
2. **TRANSPORTATION OF RLY. MATERIALS:**
The Railway materials to be supplied to the tenderers will be handed over to them at the stores of SSE (works) concerned and no extra payment will be made for transportation.
3. **RETURN OF BALANCE RLY. MATERIALS:**
The Railway materials to be returned by the tenderer after completion of the work should be handed over in good condition at the stores of SSE(Works) concerned.
4. **EMPTY CEMENT BAGS:**
The empty cement bags for the supply of cement by the Railways shall be the property of the Contractor and the cost thereof shall be recovered at the rates fixed from time to time. The Railway reserves the right to take back the empty cement bags which are in good condition for its own use without any payment what-so-ever.
5. **CEMENT & STEEL:**
 - (a). If materials outside the contract are supplied for use in work on the application of the Contractor the Engineer-in-charge of the work should specify in each case the rates to be charged which should be the market rate prevailing at the time of supply or the issue rate whichever is higher plus departmental charges which shall be computed as below.
 - (b). Market rate of issue rate whichever is higher plus freight 5% and @2% incidental charges to which supervision charges @12½ on total cost will be added.
"In case cement, steel and other materials stipulated as per the agreement are used in excess of the requirement calculated as per the quantities of materials to be used in different works, the quantity of materials actually issued to the Contractor and the theoretical requirements as calculated above should be returned by the contractor to the Railway's representative at the specified depot after completion of the work. The Contractor shall not be entitled to cartage and incidental charges for returning the surplus materials from and to stores where they are issued. No lead will be paid for returning the empty cement bags".
 - (c). The provision of the foregoing sub-clause shall in addition to cement and other materials apply to the case of steel reinforcement or structural steel section except that the theoretical quantity of steel be taken as the quantity required as per drawing or as authorised by the Engineer-in-charges including authorised representative.
 - (d). The materials issued to the Contractor but remaining un-used and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-charge at place where directed by him.

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- (e). In case the Contractor fails to return the un-used or excess materials over the requirement as calculated the cost as arrived at as in Para-7(a) & (b) above, increase by 100% will be charged and recovered from the contractor's dues without prejudice to the provisions of the relevant conditions regarding return of materials governing the Contract.
- (f). The provisions made above are without prejudice to the rights of the Govt. to take action against the Contractor under the conditions of the contract for not doing the work according to the prescribed specifications.

7. **RIGHT OF RAILWAYS:**

Special attention of the Tenderer/ contractor is also drawn to para-9 of the regulation of Tender and contract from CE493 reproduced below:

"The Railway reserves the right not to invite tenders for any work or works or to invite open tenders or limited Tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning any reasons for such action".

8. **USE OF RAILWAY BOULDERS & STONES:**

The Tenderer, if ordered by the Engineer-in-charge shall use Railway boulders, stones in works and shall have no right to refuse such orders.

- 9. The entire work should be executed as per the programme fixed by the engineer-in-charge of the work.
- 10. The contractor's shed stores etc. for stacking Railway materials shall be located in the Railway premises only at the locations approved by the Engineer-in-charge.
- 11. Wages shall be paid by the contractor to the workmen, directly without the intervention of any Jamadar/Thakarded and that the contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the jamadars from the wages of the workmen.
- 12. No compensation towards any accident what-so-ever will be paid by the Railway.
- 13. The rates quoted by tenderer and accepted by the Railway Administration must hold good till the completion of the work and shall not be subjected to any fluctuation. No claim on this account what-so0ever shall be entertained at any stage.
- 14. Special attention of the Tenderer /contractor is also drawn to para-9 of the Regulation of Tender and contract form CE – 493 reproduced below:-

"The Railway reserves the rights not to invite tenders for any work or works or to invite open tenders or limited tenders are called to accept a tender in while or inpart of reject any tender or all tenders without assigning any reasons for such action".

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- 15 Observation of bounded labour system (Abolition) ordinance 1975. The bounded labour system (Abolition) ordinance 1975 would apply to the present contract. The contractor(s)/Tendere(s) shall duly observe the provision thereof.
- 16 If a tenderer is a co-operative labour contract society/vendors, Co-operative society there shall be no element of contractor Ex. Contractor in the society in any capacity nor there any close relative of the contractor or Ex. Contractor association with the society as an office bearer.
In case of breach of the above provision, the Railway reserves the right to terminate the contract with the society at any time without assigning any reason after giving notice of a month to the society.
- NOTE:** In case of Labour Co-Operative society only 50% of the earnest Money normally taken from the contractors is to be obtained in respect of works contract.
- 17 Any contractor other than working contractor in the Division having experience of construction works, earth work. etc, is also allowed to tender for the works. They must, however, submit along with their tender properly attested evidence of their financial stability. Income Tax clearance certificate must also accompany each tender without which the tender will not be considered for acceptance.
- 18 All works executed by the contractor are required to be maintained for a period of Six (06) months from the certificate date of completion. Any damages or defect in the work executed by the contractor comes to light after completion of the work the same should be rectified at his own cost.
- 19 The tenderer, if ordered by the Engineer-in-charge shall use Railway boulders, stones in works and shall have no right to refuse such orders.
- 20 The South Eastern Railway schedule of Labour & material Rates, Part-I revised Edition 1992, Volume -I, and Pt. II, III and IV containing General Conditions of contract and standard specifications volume -II of 2001 with upto date correction slips and all other conditions incorporated in the tender documents signed by you and the rates and special conditions accepted by the Railway shall form part and parcel of the Agreement.
- 21 Railway BFRs will be arranged at free of cost for transportation of contractors materials required to this work from the nearest Railway station to site of work where approach roads are not available on certification by ADEN concerned.
- 22 The Railway shall reserve the right of draft any of the vehicles and or equipments mobilized by the contractor at the site of work along with its operator employed by the contractor to assist in rescue and restoration operation in case of any accident/natural calamities involving human lives. The contractor shall be responsible to arrange mobilization of his operator/equipment/vehicle so drafted with shortest possible delay.
- 23 The Railway shall arrange to duly compensate the contractor, whose vehicle/equipment/operator are so drafted by operation of suitable Non-schedule (N.S) item(s) as per Railway's existing norms.

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EAST COAST RAILWAY
(ENGINEERING DEPARTMENT)
NOTICE INVITING TENDER

1.
- Tender Notice No.43/2008/WAT/Engg, Dt.08.12.2008
2.
- For & On behalf of the President of India. Acting through DRM(Engg), East Coast Railway, Waltair invites sealed tenders in prescribed tender forms for the under mentioned works.

Sl. No	Name of work	Approximate Value (Rs)	Earnest Money @ 2% on tender value(Rs)	Cost of tender document (Rs)
1	2	3	4	5
1	Repairs to maintenance of water supply arrangements by providing 225mm dia 90 Mtrs deep tube well along with pumping arrangements including pipe line at AGZ station under ADEN/JDB.	4,84,055/-	9,690/-	1,000/-
2	Repairs to maintenance of water supply arrangements by providing 225mm dia 90 Mtrs deep tube wells along with pumping arrangements including pipe line at TPQ and OHT staging of 7.0 M height at TPQ station under ADEN/JDB.	8,68,474/-	17,370/-	2,000/-
3	Repairs to colony roads at Jagdalpur Railway colony under ADEN/JDB on K.K.Line.	9,70,818/-	19,420/-	2,000/-
4	Proposed R.C.C box of size 2.5 x 2.5 m dia in place of damaged bridge No: 1042 (4 x 1.8 Mtr) at Km: 384/14 - 385/1 bet: DABPAL - GIDAM stations by box pushing technique on K.K.Line.	1,52,88,997/-	3,05,780/-	5,000/-
5	Proposed R.C.C box of size 2.5 x 2.5 m dia in place of damaged bridge No: 1052 (4 x 1.8 Mtr) at Km: 387/8-9 bet: DABPAL - GIDAM stations by box pushing technique on K.K.Line.	1,13,57,951/-	2,27,160/-	5,000/-

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6	Construction of Baffle wall at Traction sub-station in between two transformers at GIDAM, KAWARGAON, AMAGURA and CHARAMULAKUSUMI on KK-II line under Sr.DEN(west)/WAT on K.K.Line.	4,76,104/-	9,530/-	1,000/-
7	Construction of 6 units Type-II Qrs at Jeypore on KK-II section.	27,64,633/-	55,300 /-	3,000/-
8	Repairs to leaky roof of staff Qrs. and service buildings and RIF exposed repairs to sunshades at Bacheli Railway colony under the jurisdiction of ADEN/KRDL.	15,00,981/-	30,020/-	2,000/-

3. The prescribed non-transferable Tender forms are obtainable on any working day from the office of the DRM(Engg)/E.Co.Railway, Waltair on remittance of cost of Tender forms (non-refundable) either by crossed DD drawn in favour of FA&CAO/East Coast Railway/BBS on any Nationalized/Scheduled Bank payable at Visakhapatnam or in the form of money receipt issued by Divisional Cashier/E.Co.Railway/Waltair (Allocation Z-650 of Waltair Division) in support of deposition of requisite money with him. **An amount of Rs.500/- extra has to be paid if required by Registered Post. If any plan/drawing is attached with the tender form, an amount of Rs.200/- per plan/drawing will be levied extra.** (For the work at **Sl. No.04 & 05** the tenderers can obtain the tender documents in the office of Chief Engineer, E.Co.Railway, Chandrasekharapur, BBS also.)

Tender form will be available for sale from: **21.12.2008**
The last date and time of issue of tender form Upto 18.15hrs of: **21.01.2009**
The last date and time of receipt of tenders Upto 13:30hrs of : **22.01.2009**
Date and time of opening of tenders At 14:00 hrs of: **22.01.2009**

4. If the date of opening happens to be a Bandh or holiday, the tender will be opened at the same time on the following working day.
5. The tender documents will also be available in the website at www.eastcoastrailway.gov.in or <http://tenders.gov.in> and can be down loaded and used as tender documents for submitting the offer. Separate remittance towards the cost of tender documents as mentioned at Col.5 shall has to be enclosed in the forms a as mentioned in para.3 in addition to the earnest money while submitted the tender otherwise, the tender will be summarily rejected. Railway Administration shall not be responsible for any delay/difficulties/inaccessibility of the down loading facility for any reason whatsoever.

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Tenders will also be accepted by Post **& by FAX**. However, Railway shall not be responsible for any postal delay.

6. In case of any discrepancy between the tender documents down loaded from Internet and the master copy of the same is available in the office of DRM(Engg)/E.Co.Railway/Waltair, the latter shall prevail and will be binding on the Tender(s). No claim on this account will be entertained.

The tenderer's are required to observe the Web Site to find out any correction slips are issued subsequent to uploading of the tender notice and schedule.

7. **Eligibility Criteria:**

The tenderer who wish to participate in the tender should fulfill the following "ELIGIBILITY CRITERIA" for works costing above Rs.10 lakhs and no eligibility criteria is required for the works costing below Rs. 10 lakhs.

(a).	Should have completed in the last three financial years (i.e. current year upto the date of opening of tender and three previous financial years)	At least one similar work, for a minimum value of 35% of advertised tender value. (i). Similar nature of works physically completed within qualifying period i.e., the last 3 financial years and current financial year upto the date of opening of tender shall only be considered in evaluating the eligibility criteria. (ii). The total value of similar nature of works completed during the qualifying period, and not the payments received within qualifying period alone, shall be considered.
(b).	Total contract amount received during the last three financial years and in the current financial year upto the date of opening of tender.	Should be a minimum of 150% of Advertised Tender Value of work. An authenticated certificate duly attested from employer/client, audited balance sheet duly certified by a Chartered Accountant etc., to be produced.

8. The following works are considered similar works for this purpose:

- (a). For Item No.01,02,03 & 06 : Eligibility criteria is not required
- (b). For Item No. 04 & 05 : Execution of works of construction of bridges/rebuilding of bridges or regirdering of bridges/launching of slabs under the running track.
- (c). For Item Nos.07 : Execution of building works.
- (d). For Item No.08 : Construction/repairs/maintenance of any civil engineering works

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9. **The following documents should be submitted along with the tender**

- (a). List of personnel Organization available on hand and proposed to be engaged for the subject work.
- (b). List of plant and machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.
- (c). List of works completed in the last three financial years giving description of work, Organisation for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.
- (d). List of works on hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award.
- (e). The bar chart indicating the programme of completing the work as per completion period should also be submitted along with tender offer.

NOTE:-

- (1) In case of items (c) and (d) above, supportive documents/ certificates from the Organizations with whom they worked/are working should be enclosed.
- (2) Certificates from private individuals/organizations for whom such works are executed/being executed shall not be accepted.

10. **Joint Ventures/MOUs : No Joint Ventures/Memorandum of Understandings are allowed for the works costing below Rs. 8 crores.**

11. Tenderer (s) can drop their tenders in a sealed cover duly super scribing the tender Notice No. and name of work in the tender box provided in the office of DRM(Engg)/WAT (For the work at **Sl.No(s) 04 & 05** the tenderers can drop their tenders in the office of Chief Engineer, E.Co.Railway, Chandrasekharapur, Bhubaneswar also).

12. Cost of the Tender form and earnest money **NOT** to be clubbed and are to be deposited separately in the required forms as mentioned in paras **3 and 13** respectively.

13. PEMD will not applicable. All the tenderers who wish to participate in the tender should submit the requisite Earnest Money deposit along with the tender in an acceptable form like depositing cash with the Divisional Cashier, East Coast Railway, Waltair or deposit receipts/Demand drafts issued by the National / Scheduled Banks in favour of FA&CAO East Coast Railway, Bhubaneswar payable at Visakhapatnam.

14. If the tenderer is a partnership firm, the firm alone should satisfy the eligibility criteria but not the individual constituents of the firm.

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15. The credentials submitted towards the experience and contact amounts received against the eligibility criteria by the tenderer/Partnership firm/ company should be on their own name. The experience/contract amounts received of the individual constituent of the partnership firm or company will not be considered separately.

Divl. Rly. Manager (Engg)

E.Co.Rly/Waltair

No. WEK/31/WAT/Tenders/43/2008, dt.08.12.2008

Copy to forwarded to:-

1. All ADENs of Waltair Division for wide publicity in their respective jurisdictions.
2. Sr. DAO/WAT, Divl. Cashier/East Coast Railway/Waltair.
3. Notice Board.



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