



***East Central Railway  
(Construction Department)***

***Tender Document***

***of***

***Tender Notice No. 1 of 2009-10 (Open)***

***Tender No. 1 of 2009-10(Open)***

***Date of Dropping of Tender Document:-12/05/2009***

***Extended Date of Dropping of Tender Document:-20/05/2009***

***Date of Opening of Tender Box:-12/05/2009***

***Extended Date of Opening of Tender Box:-20/05/2009***

***Name of Work:-*** Preparation of drawings on Auto CAD for works in connection with new B G line under the jurisdiction of Dy CE/Con/Dehri-On-Sone

***Office of the Deputy Chief Engineer (Con)  
Dehri-On-Sone***



***East Central Railway  
(Construction Department)***

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***Name of Work:-*** Preparation of drawings on Auto CAD for works in connection with new B G line under the jurisdiction of Dy CE/Con/Dehri-On-Sone

***PART-I***

**East Central Railway**  
Office of the Dy.Chief Engineer(Con)  
Dehri-On-Sone, PO-Dalmianagar,  
Distt. Rohtas (Bihar), PIN ï 821 305

**Chapter –I****Tender Notice No. 1 of 2009-10 (open)****Tender No. 1 of 2009-10 (Open)**

Forwarding Letter: Detailing salient features of the tender

Issued to:

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**Name of Work:** - Preparation of drawings on Auto CAD for works in connection with new B G line under the jurisdiction of Dy CE/Con/Dehri-On-Sone

**Details of Demand Draft/Railway's Money Receipt towards cost of tender document.**

|                                                        |
|--------------------------------------------------------|
| DEMAND DRAFT/Railway's Money Receipt No.-----DATE----- |
| ISSUED BY -----                                        |
| AMOUNT Rs-----                                         |

**Dear Sir,**

- 1.0 Sealed tenders have been invited for and behalf of the President of India for the above mentioned work as per tender notice quoted above. A copy of the tender notice is enclosed herewith as Chapter-IA.
- 2.0 The tender document is hereby being issued to you on your request and on your having deposited the requisite cost of the tender document as per aforesaid details. The tender document is being issued with further condition that you agree to abide by the conditions laid down hereinafter in the tender document before submitting your tender. In case, the tenderer has used the documents downloaded from the internet, it is construed that the tenderer has agreed to as aforesaid.
- 3.0 The Railway, before the due date of opening, may on its own or in response to any clarification requested or suggested by any person including that of the Tenderer, may modify the tender document at its sole discretion.
- 4.0 The tender document includes various chapters, drawings and annexure as enclosed, which are integral parts of the tender documents.



5.0 This tender document contains **72pages** (including cover pages) and consisting of **VII chapters**.

| Chapter No. | Nature of document                                                        | Page reference |
|-------------|---------------------------------------------------------------------------|----------------|
|             | PART ï I (Cover pages)                                                    | 1-2            |
| I           | Forwarding letter                                                         | 3-5            |
| IA          | Declaration by Tenderer                                                   | 6              |
| II          | Tender Notice/Corrigendum(s)                                              | 7-9            |
| III         | Conditions of tender and instruction to tenderer(s) with Annexure I to XI | 10-55          |
| IV          | Special conditions of Contract (General)                                  | 56-64          |
| V           | Form of tender                                                            | 65-67          |
| VI          | Schedules of Work                                                         | 68-70          |
|             | <b>PART – II (cover page)</b>                                             | 71             |
| VII         | <b>Additional Special Conditions of Contract</b>                          | 72             |

- 6.0 These tender documents also include as integral part of these documents, the ñEast Central Railwayô General Conditionô of Contract 2008 as amended by updated correction slips here in after referred to as GCC-2008ò, ñE.C. Railways Schedule of Rates, 2008 for Civil Engineering Department, as amended by updated correction slips hereinafter referred to as Schedule of Rates, 2008ò and ñStandard specification contained in East Central Railway General Conditionô of Contract and standard specification for Works and Materials-2008 as amended by updated correction slips hereinafter referred to as GCC of Specification-2008ò, and all other books/codes/manuals etc. mentioned else where is these documents. These books are hereinafter called the ñBooks of Referenceò. General arrangement drawings enclosed with these documents are only for guidance and may change during detailed design approval/execution stage.
- 7.0 All the above mentioned chapters and above named documents, taken together, if not scored off, shall constitute the complete tender document hereinafter referred to as ñtender documentò and have to be read together and acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.
- 8.0 In the event of any conflict between the Books of reference and contents of various chapters of these documents and references therein, the matter shall be referred to Engineer, whose decision in this regard shall be final binding and conclusive.
- 9.0 **Scope of the Work:** Preparation of drawings on Auto CAD for works in connection with new B G line under the jurisdiction of Dy CE/Con/Dehri-On-Sone
- 10.0 **Approximate cost of the work:** The tender assessed cost of the work covered by this tender is approximately Rs 514350/- **(Rupees five lacs fourteen thousand three hundred fifty only) as per details given in Annexure:**
- 11.0 **Date of dropping and opening:** As per tender notice and corrigendum(if any) as per chapter ï IA of these documents.
- 12.0 **Credentials:** Tenderers should submit the details of their credentials in the Annexure I & II of Chapter-III of tender document with supporting documents. Tenders submitted without credentials as per Annexure I & II of Chapter-III of Tender document are liable to be rejected.
- 13.0 **Opening of the tender:**  
The Tender will be received/dropped in the office of the Dy.Chief Engineer (Con)/ECR/Dehri-On-Sone up to the date of dropping indicated above till 12.00 hrs when the tender box would be closed, and will be opened on at 12.30 hrs at Dy.Chief Engineer (Con)/ECR/Dehri-On-Sone office only in presence of the Tenderers or their authorized representatives who wish to remain present.

*In case the tender dropping/opening day is declared a holiday on account of any reason, the tender box shall be closed and opened at the same time on the next working dates.*

14.0 **Amount of Earnest Money: Rs. 10290/- (Rupees ten thousand two hundred ninety only).**

The amount of earnest money required to be deposited along with the tender has been indicated in the tender notice/Corrigendum.unhygenic

15.0 **Validity of the tender:**

Tenderer shall keep his tender **open for a period of 120 days** from the date of opening of the tender.

16.0 **Period of Completion: 11(eleven) Months.** The successful Tenderer shall complete the entire work within the period specified in the tender notice viz. ( eleven ) months. The period starts from the date of issue of the letter of acceptance by the Railway to such Tenderer.

17.0 **Schedule of Items: The tenderer shall fill in his rates for doing this work on the prescribed page/sheet of the chapter VI of these documents. Rebate, if any should be quoted in Schedule "D" as contained in Chapter VI. Various items of the works covered under this work have been detailed in Schedules 'A-' which includes even annexure viz. A (for schedule A), enclosed in chapter VI of this tender documents.**

Rates shall have to be quoted as percentage above or below for each schedule separately. Tenderers must not quote item wise rates. In case any tenderer quotes unified percentage for each schedule and also quotes item wise rates against individual items, no cognizance would be taken for the item wise rates quoted by the tenderers. However, railways reserves their right to cancel any tender wherein item wise rates have been quoted.

18.0 **Specifications of the work:**

The work shall be carried out as per specifications contained in the tender document or otherwise referred to.

19.0 **Advance to the Contractor: - Not Applicable.**

20.0 **Price variation clause: - Not Applicable.**

21.0 **Purchase preference clause: - Not Applicable.**

22.0 **Incentive Bonus Clause: - Not Applicable**

23.0 **Accepting Authority:** The acceptance of this tender rests with Dy CE/Con/DOS for and on behalf of the President of India.

Enclosures: The tender document in  
Total 72 pages

Witness:

1.

Signature of Tenderer(s)

2.

Date: .....



East Central Railway,  
Office of the Chief Administrative Officer (Con)  
Mahendrughat, Patna – 800004.

**DECLARATION BY THE TENDERER**

1. The tender document enclosed containing pages ---- No of pages containing tender documents and ----- No of pages of enclosure). All the pages have been signed by me.

**2. Details of cost of tender document:-**

| SN | Cost of tender document | Details of Demand Draft/ Money Receipt/Demand Pay Order and date | Name of the issuing bank with address | Validity of DD/DPO |
|----|-------------------------|------------------------------------------------------------------|---------------------------------------|--------------------|
|    |                         |                                                                  |                                       |                    |
|    |                         |                                                                  |                                       |                    |

**3. Details of Earnest Money :-**

| SN | Amount of Earnest Money | Details of Demand Draft/ Money Receipt/Demand Pay Order, Fixed Deposit etc. as per admissible in tender document and date | Name of the issuing authority with address | Validity of the instrument |
|----|-------------------------|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|----------------------------|
|    |                         |                                                                                                                           |                                            |                            |
|    |                         |                                                                                                                           |                                            |                            |

**4. Details of Bank account No:-**

| SN | Name of the Bank with address | Bank Account no. |
|----|-------------------------------|------------------|
|    |                               |                  |

**5. Permanent Account No(PAN) :-**

| Name and style of Account holder | Permanent Account No(PAN) |
|----------------------------------|---------------------------|
|                                  |                           |

6. My business is not banned by Railway/Govt/Public Sector etc and I am legally eligible to bid with Railways.

Witness:

1.

Signature of Tenderer(s)

2.

Date: .....



**East Central Railway,  
(Construction Department)**

**CHAPTER-II**

**OPEN TENDER NOTICE NO: - 1 of 2009-10(Open) of DCE/C/DOS**

**1. SEALED OPEN TENDERS ARE INVITED FOR THE UNDER MENTIONED WORKS :-**

| Sl No. | Tender No.                        | Name of work                                                                                                                    | Approx cost (Rs) | Earnest money (Rs). | Cost of tender form (Rs) | Time of completion | Date of opening |
|--------|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------|--------------------------|--------------------|-----------------|
| 1.     | 1 of 2009-10 (Open) of. DCE/C/DOS | Preparation of drawings on Auto CAD for works in connection with new B G line under the jurisdiction of Dy CE/Con/Dehri-On-Sone | 5,14,350/-       | 10,290/-            | 2000/-                   | 11(Eleven) months  | 12.5.09         |
| 2      | 2 of 2009-10 (Open) of. DCE/C/DOS | Transportation of P way materials and Sleepers for different works under the jurisdiction of Dy CE/Con/Dehri-On-Sone            | 1,84,75,212/-    | 2,42,380/-          | 5000/-                   | 11 (Eleven) months | 12.5.09         |

2. Tender forms are available from the office of Dy.Chief Engineer(Con)/E.C.Rly/Dehri-On-Sone on production of Demand Draft from any nationalized/scheduled bank in favour of FA & CAO/Con/ECR, Mahendrughat, Patna or money receipt issued by the Divisional Cashier/E.C.Rly/Mughalsarai Division for the cost of tender documents mentioned above between 10 hrs. to 16 hrs. on any working day between 14.04.2009 to 11.05.2009. In case any tenderer wishes to obtain the tender document by post, Rs.500/- (five hundred) extra should be sent by demand draft in favour of FA & CAO/Con/ECR, Mahendrughat, Patna
3. Tenders can be dropped in prescribed tender box placed in offices of the Dy. Chief Engineer (Con)/ECR/Dehri-On-Sone upto 12 hrs. on the date of opening and tender will be opened at 12.30 hrs on the same day at Dehri-on-Sone in presence of tenderer present at the time of opening of the tender. If the office is closed on the stipulated date and time due to some unforeseen holiday, the tender will be received and opened on the next working day at the same time & place. Tender can also be sent to Dy. Chief Engineer/Con/ office, E.C.Rly., Dehri-On-Sone, Post ĩ Dalmianagar, Distt. Rohtas (Bihar), PIN ĩ 821 305 by registered post, speed post / courier service to reach before 12 hrs. on the date of opening. However, Rly. will not be responsible for non receipt or delayed receipt of such tenders.
4. **The tender must be submitted with proper amount of Earnest Money in favour of FA & CAO/Con/ECR, Mahendrughat, Patna. Tender without proper Earnest Money will be summarily rejected. The tender form is not transferable.**
5. **Eligibility criteria:-**
  - 5.1 Contractor should have completed in the last three financial years (i.e. current year and three previous financial years), at least one **similar work\*** for minimum value of 35% of Advertised tender value, is clarified as under:-
    - 5.1.1 Similar nature of work physically completed within the qualifying period, i.e. the last 3 financial years and current financial year (even though the work might have commenced before the qualifying period) should only be considered in evaluating the eligibility criteria.
    - 5.1.2 The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered.

In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deduction is to be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deduction is to be considered.



However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility.

- 5.1.3 In the case of composite works involving combination of different works, even separate completed works of required value should be considered while evaluating the eligibility criteria.

For example, in a tender for bridge work where similar nature of work has been defined as bridge work with pile foundation and PSC superstructure, a tenderer, who has completed one bridge work with pile foundation of value at least equal to 35% of the tender value and also has completed one bridge work with PSC superstructure of value at least equal to 35% of the tender value, should be considered as having fulfilled the eligibility criteria of having completed single similar nature of work.

Total contractual amount received during the last three financial years and in the current financial year, should be a minimum of 150% of advertised tender value as per audited balance sheet duly certified by the Chartered Accountant. For the financial year ended and/or the current financial year if audited balance sheet is not available contractual amount received duly certified by the chartered accountant should be submitted as a proof of turnover.

Alternatively, at least payment certificates from Central Govt./ State Govt./Central P.S.Us/State P.S.Us and other Government Agencies for a minimum of 150% of advertised tender value may be submitted.

**“Similar Work” means:**

**For Tender No. 1 : “ Preparation of drawing/maps on Auto CAD for Railway projects.”**

**For Tender No. 2: “ Loading , unloading and leading of any kind of P way materials such as Rails, sleepers, Stone Ballast, SEJs etc.”**

**Please note:**

- I. Where an individual bids on the basis of credentials of an earlier Joint Venture/ Association of Partners/Partnership firm, credentials shall be considered in percentage of their participation in the earlier firm.
- II. **Participation by Association of Partnership (AOP)/ Joint Venture (JV) firms are not allowed for tender value up to Rs.5.0 Crore.**
- III. Completion certificate of the work issued from Central Govt./State Govt./Central P.S.Us/State P.S.Us and other Government Agencies shall only be accepted; credential from Private Individuals shall not be accepted.
- IV. Tenders submitted without credentials as per Annexure I & II of Tender document are liable to be rejected.

- 6
  - (a) **Advance to contractor is not applicable.**
  - (b) **Purchase preference clause is not applicable.**
  - (c) **Price variation clause is not applicable for tender no 1 and applicable for tender no 2 only.**

7. Performance Guarantee (P.G.): Please note that in addition to Security Deposit, the successful Contractor will have to submit a performance Guarantee @ 5% of Contractual value in any acceptable form as mentioned in the tender documents in token of commitment to complete the work successfully. The Performance Guarantee will have to be deposited after the Letter of Acceptance has been issued but before signing of the Agreement and should be valid up to date of completion plus 60 days beyond that PG may be required to be extended further in case of extension of DOC for extended DOC plus 60 days beyond that. Details in this regard are available in the Tender document.

- a) Performance guarantee shall be released after satisfactory completion of the work. The procedure for releasing should be same as for security deposit.
- b) Whenever the contracts are rescinded the security deposit should be forfeited and the performance guarantee shall be encashed and the balance work should be got done separately.
- c) The balance work shall be got done independently without risk & cost of the original contractor.
- d) The original 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 would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.

8. **Note: -**

- (1) Rates shall have to be quoted as percentage above or below for each schedule separately. Tenderers must not quote item wise rates. In case any contractor quotes unified percentage for each schedule and item wise rates against individual items also, no cognizance would be taken for the item wise rates

quoted by the contractors. However, railways reserves their rights to cancel any tender where item wise rates have been quoted.

- (2) i. Tender notice is also available on <http://www.tenders.gov.in>
- ii. The tender documents will also be available on website <http://www.tenders.gov.in> during the above mentioned period and the same can be down loaded and used as tender document for submitting tender. This facility is available free of cost. However, the demand draft as prescribed above towards the cost of tender documents will have to be enclosed with the tender. In case the tender is not accompanied with the valid demand draft for the cost of the tender document as detailed above, the tender will be summarily rejected.

( B. Lal)  
for Dy Chief Engineer (Con)  
E.C.Rly/Dehri-on-Sone

**EAST CENTRAL RAILWAY**  
**(CONSTRUCTION DEPARTMENT)**

**Addendum & Corrigendum slip no. 1 to Tender Notice no 1 of 2009-10(Open) of DCE/C/DOS, Tender No. 1 and 2 of 2009-10 (Open) of DCE/C/DOS.**

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Date of opening of Tender no. 1 of 2009-10 (Open) of DCE/C/DOS and Tender no. 2 of 2009-10 (Open) of DCE/C/DOS ,published vide Tender Notice no 1 of 2009-10(Open) of DCE/C/DOS has been extended from 12.5.09 to 20.5.09 on administrative ground. Tender documents will be available for sale up to 19 5.09 up to 16 hrs .All other terms and conditions of the tender remains unchanged.

This notice is also available on <http://www.tenders.gov.in>

( B. Lal)  
for Dy Chief Engineer (Con)  
E.C.Rly/Dehri-on-Sone

**Witness:**

1.

**Signature of Tenderer(s)**

2.

**Date: .....**



East Central Railway,  
Office of the Dy.Chief Engineer/Con  
Dehri-On-Sone, PO-Dalmianagar,  
Distt. Rohtas (Bihar), PIN ï 821 305

**Tender No. 1 of 2009-10 (Open)**

**CONDITIONS OF TENDER AND INSTRUCTIONS TO TENDERER(S)**

1. a) **TENDERER:**  
The person(s)/Firm(s) who submitted these tender documents as an offer to carry out the work detailed in chapter II are termed tenderer(s) in these documents.
- b) **THE CONTRACTOR (S):**  
The tenderer(s) whose tender(s) has been accepted by the Railway shall thereafter be termed Contractor(s) and these tender documents of the accepted tender(s) shall become a part of the Contract/Agreement between the Contractors and the Railway.
2. **BOOKS OF REFERENCE:**  
**These tender documents are to be read with the followings books/codes/manuals with versions updated/corrected/modified upto the date of tender opening:**
  - (A) **Railway/IRS books of reference:-**
    - 1) E.C. Railway Engineering Department- General Conditions of Contract -2008 as amended by updated correction slips termed GCC 2008.
    - 2) E.C. Railway Engineering Department Schedule of Rates, 2008, as amended by updated correction slips (termed SOR, 2008) up to the date of tender opening.
    - 3) Standard specifications contained in East Central Railway Hand Book Standard Specification for works and materials ï 2008.
    - 4) I.R.S Code of practice for plain concrete for plain concrete construction, 1982.
    - 5) I.R.S. Code of practice for electric welding of mild steel structures.
    - 6) Indian Railway Code of Practice of Plain/Reinforced and pre-stressed concrete for general/bridge construction (Concrete bridge Code 1997 incorporating all upto date Correction Slips).
    - 7) Indian Railway Bridge Rules, specifying the loads for Design of Superstructure and substructure of Bridge including chapter-VII for the rule for the opening of Railway adopted in 1941- Revised- August, 1982 incorporating up-to-date corrections slips including RDSO letter No. CSB/PBR/RCS, dated 31.12.1987 (herein after referred to as the Bridge rules).
    - 8) Indian Railway Standard (IRS) Bridge sub-structure and foundations code-code of practice for the design of the substructure and foundation of Bridges adopted 1936 ï Revised ï 1985 (Hereinafter referred to as ñSubstructure Codeð)- with up to date correction slips.
    - 9) Indian Railways Schedule of dimensions for Broad Gauge. -2005
    - 10) IRS : Welded Bridge code for steel bridge girders- 2001
    - 11) IRS : Fabrication and Erection of Steel Girder Bridges & Locomotive Turn Tables. (B1- 2001).
    - 12) IRS: Erection and Riveting of Bridge Girders (B2-1979)
    - 13) IRS: Specification for Steel Bridge code Revised 1962.
    - 14) Indian Railways Bridge Manual, 1998.
    - 15) Indian Railways P. Way Manual. 2004
    - 16) Indian Railways Works Manual 2000
  - (B) **Indian Roads Congress codes and specifications.**
    - 1) IRC-5: Standard specifications and Code of practice for Road Bridges ï Section ï I ï General features of design
    - 2) IRC-6: Standard specifications and Code of practice for Road Bridges ï Section ï II- Loads & stresses.



- 3) IRC-21: Standard specifications and Code of practice for Road Bridges- Sections i III- Cement concrete (Plain & reinforced)
- 4) IRC-24: Standard specifications and Code of Practice for Road Bridge i Section i V- Steel Road Bridges.
- 5) IRC- 83: Bearings for bridges.
- 6) IRC-78: Road Bridges.
- 7) IRC-87: Design and erection of false work for road bridges.

**(C) Indian Standards Codes & Specifications:**

- 1) IS: 2062 i Steel for general structural purposes.
- 2) IS: 8500- Structural steel i Micro alloyed (Medium and high strength qualities).
- 3) IS: 1786- High strength deformed steel bars & wires for concrete reinforcement.
- 4) IS: 1148- Hot rolled rivet bars (up to 40mm dia) for structural purposes.
- 5) IS: 1149- High tensile steel rivet bars for structural purposes.
- 6) IS: 1363 (all 3 parts) Hexagon head bolts, screws and nuts of product grade C.
- 7) IS: 1929 i Hot forged steel rivets for hot closing (12 to 36mm dia)
- 8) IS: 2004 Carbon steel forgings for general engineering purposes.
- 9) IS: 57 i Red lead for paints and other purposes.
- 10) IS: 75 i Linseed oil, raw and refined.
- 11) IS: 77 i Linseed oil, boiled for paints.
- 12) IS: 102 Ready mixed paints, brushing, red lead, non-settling, priming.
- 13) IS: 123 i Ready mixed paints, brushing, finishing, semi-gloss, for general purposes to Indian Colors etc.
- 14) IS: 2339- Aluminum paints for general purposes, in dual container.
- 15) IS: 280- Mild steel wire for general engineering purposes.
- 16) IS: 456- Plain and reinforced concrete.
- 17) IS: 883 i Design of structural timber in buildings.
- 18) IS: 814- Covered electrodes for manual metal arc welding.
- 19) IS: 1182- Radiographic examination of butt joints in steep plates.
- 20) IS: 2595- Radiographic testing.
- 21) IS: 383- Coarse and fine aggregates from natural sources for concrete.
- 22) IS: 2386 (all 8 parts) i Tests for aggregates for concrete.
- 23) IS: 3025 (all 49 parts) i Methods of sampling and test for water and waste water.
- 24) IS: 1791 i Batch type concrete mixers.
- 25) IS: 4634- Methods of testing performance of batch type concrete mixers.
- 26) IS: 6925- Methods of test for determination of water soluble chlorides in concrete admixtures.
- 27) IS: 9103 i Admixtures for concrete.
- 28) IS: 516 i Method of test for strength of concrete.
- 29) IS: 4031 (all 15 parts ) - Physical tests for hydraulic cement.
- 30) IS: 5513- Vicat apparatus.
- 31) IS: 10080- Vibration machine for casting standard cement mortar cubes.
- 32) IS: 10262- Concrete mix design.
- 33) IS: 1343 i Prestressed concrete.
- 34) IS: 875 (all 5 parts) i design loads (other than earthquakes) for buildings and structures.
- 35) IS: 2720 (all 41 parts) - Method of tests for soils.
- 36) IS: 800 General constructions in steel.
- 37) IS: 786- Conversion factors and conversion tables.
- 38) IS: 1024 i Welding in bridges and structures subject to dynamic loading.
- 39) IS: 1261 - Seam welding in mild steel.
- 40) IS: 1367 (all 20 parts) - threaded steel fasteners.
- 41) IS: 6639- Hexagonal bolts for steel structures.
- 42) IS: 104 i Ready mixed paint, brushing, zinc chrome, priming.
- 43) IS: 2074- Ready mixed paint, air drying, red oxide-zinc chrome, priming.
- 44) IS: 1852- Rolling and cutting tolerances for hot rolled steel products.
- 45) IS: 1270- Metric steel tape measure.



- 46) IS: 9595- Metal Arc Welding.
- 47) IS: 487- Brush, paint and varnish.
- 48) IS: 1030 i Carbon steel castings for general engineering purposes.
- 49) IS: 3400 (all 22 parts)- Methods of tests for vulcanized rubbers.
- 50) IS: 1915- Steel bridge code
- 51) IS: 1893- Earthquake resistant design of structures.
- 52) IS: 3502- Steel Chequered plates.
- 53) IS: 3085- Method of test for permeability of cement mortar and concrete.
- 54) IS: 7320 i Concrete slump test apparatus.
- 55) IS: 5515- Compaction factor apparatus.
- 56) IS: 6586- Metal spraying for protection of iron steel.
- 57) IS: 5666- Etch primer.
- 58) IS: 3955- Design and construction of well foundations.
- 59) SP 6, 7, 16, 21, 22, 23, 24, 34, 36, 52, 60.
- 60) IS: 2911- Design and construction of pile foundation.
- 61) IS: 7205- Safety code for erection of structural steel work.
- 62) IS: 8629- Protection of iron and steel structures from atmospheric corrosion.
- 63) IS: 5624- Foundation bolts.
- 64) IS: 7215- Tolerances for fabrication of steel structures.
- 65) IS: 8112- 43 Grade OPC.
- 66) IS: 4326- Earthquake resistant design and construction of buildings.
- 67) IS: 13920- Ductile detailing of reinforced concrete structures subjected to seismic forces.
- 68) IS: 34 i White lead for paints.
- 69) IS: 887 i Animal tallow.
- 70) IS: 816- Metal arc welding for general construction in mild steel.
- 71) IS: 819- Resistance spot welding for light assemblies in mild steel
- 72) IS: 1024 i Welding in bridges and structures subject to dynamic loading.
- 73) IS: 1261- Seam welding in mild steel.
- 74) IS: 1323- Oxy-acetylene welding for structural work in mild steel.
- 75) IS: 4081- Safety code for blasting and related drilling operations.
- 76) IS: 3764- Safety code for excavation work.
- 77) IS: 7293- Safety code for working with construction machinery.
- 78) IS: 817- Training and testing of metal arc welders.
- 79) IS: 1200 (all relevant parts) - Method of measurement of building and civil engineering works.
- 80) IS: 2132- Thin walled tube sampling of soils
- 81) IS: 2131- Standard penetration test for soils.
- 82) IS: 1892- Subsurface investigations for foundations.

**(D) Miscellaneous:**

- (1) UIC-772R: Bearings of rail bridges.
- (2) BS-5400 (all parts)
- (3) BS-1449, 3484, 1134, 5296
- (4) ASTM/AASHTO

**Note: The books of reference shall also include further references mentioned in above mentioned books of references.**

- 3. **SCOPE OF TENDER:** Sealed tenders are invited for and on behalf of the President of India for the work described as "Preparation of drawings on Auto CAD for works in connection with new B G line under the jurisdiction of Dy CE/Con/Dehri-On-Sone".
- 4. **ELIGIBILITY CRITERIA:** As per tender notice and corrigendum's in chapter IA of these documents



**5. EARNEST MONEY:**

- (i)(a) The tenderer shall be required to deposit earnest money with the tender for the Performance with the stipulation to keep the offer open till such date as specified in the tender notice, under the condition of tender. The earnest money shall be calculated as:-

| Value of the Work (Tender Value)                 | Earnest Money Deposit (EMD)                                                                                                         |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| For works estimated to cost up to Rs. 1 crore    | 2% of the estimated cost of the work.                                                                                               |
| For works estimated to cost more than Rs.1 crore | Rs. 2 lakhs plus 1/2 % (half percent) of the excess of estimated cost of work beyond Rs. 1 crore subject to a maximum of Rs.1 crore |

The earnest money shall be rounded to the nearest Rs. 10. The earnest money shall be applicable for all modes of tendering.

- (b) It shall be understood that the tender documents have been sold/issued to the tenderer and tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer of modify the terms and conditions there of in manner not acceptable to the engineer. Should the tenderer fail to observe or comply with said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted this earnest money mention in sub clause (a) above will retained as part security for the due and faithful fulfillment of the contract in terms of clause 16 of the General Condition of Contract. The earnest money of other Tenderers shall, save as here in before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen there to while in the possession, not be liable to pay interest there on to.
- (2)(a) The earnest money should be in cash or in any of the following forms.  
 The earnest money should be in cash or in the form of deposit receipts, pay orders or demand drafts executed by State Bank of India or any of the Nationalised Bank or by a scheduled bank.
- (b) 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 receipt or demand drafts of the Nationalised Bank.
  - (iv) A deposit in the Post Office saving bank.
  - (v) National saving certificate.
  - (vi) Twelve years National Defense Certificates
  - (vii) Ten years Defense Deposits,
  - (viii) National Defense Bonds.
  - (ix) The deposit account which came into force on 16.03.1970 and notified under, Ministry of finance notification no. F3 (7) NS/70, dated 28.02.70
  - (x) IRFC Bond.
- Note: - (vi) to (vii) these certificates/bonds may accept at their surrender value.

**i) TENDER WITHOUT EARNEST MONEY:**

Tender(s) not accompanied by full earnest money, in the requisite manner, as aforesaid, shall under no circumstances be entertained and will summarily be rejected at the time of opening itself without further reference to the tenderer(s).

- ii) The Earnest Money to be deposited with this tender will be in any of the forms as stated in clause (vi) below.

**iii) APPROPRIATION TOWARDS SECURITY DEPOSIT:**

If the tender is accepted, this total Earnest Money will be retained as part Security Deposit termed "Initial Security Deposit", for the due performance and observance of the terms and conditions of the contract and shall form part of the Security Deposit stipulated in these documents.

**iv) REFUND:**


- (a) The Earnest Money of the tenderer(s) whose tender(s) have not been accepted, shall save as herein 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.
- (b) No interest will be payable on the Earnest Money.
- (c) Earnest money deposited in cash shall be refunded by a cheque drawn in favour of the tenderer and sent to him by Registered Post at the address of the tenderer given by him in the FORM OF TENDER contained as Chapter V of the tender document. The cheques may be drawn on Reserve Bank of India or on State Bank of India, as indicated by the Tender(s) in the aforesaid FORM OF TENDER.
- (d) In case of the Earnest Money deposited through other instruments, the relevant instruments, duly released shall be sent to the tenderer(s) at the address given by him in these tender documents, by Regd. Post A/D.
- (e) **The Railway shall not be responsible for any postal delays or other causes beyond its control.**

v) **FORFEITURE**

- (a) It shall be understood that these documents have been issued to the tenderer(s) and the tenderer is permitted to tender in consideration of the stipulations on his part that after submitting his tender, he will not resile from his offer or modify the rates, terms and conditions thereof in a manner not acceptable to the Railway. Should the Tenderer fail to observe or comply with the said stipulations full amount of Earnest Money shall be forfeited by the Railway.
- (b) Further, if any modification of rates, terms and conditions is made by the Tenderer after opening but within the period of validity of the tender and the Railway accepts this tender without those modifications and the letter of acceptance is issued to the tenderer without such modifications, and tenderer refuses to accept the award of contract, the total Earnest Money shall be forfeited and P.G. shall be recovered by other possible means.
- (c) Full earnest money is liable to be forfeited in case any statement, declaration made by the tenderer is proved wrong/false/incomplete/or such as to withhold any information relevant to the consideration of the tender.
- (d) In the event of tenderer(s), whose tender is accepted, resiles from the contract after issue of letter of acceptance or fails to commence the work within 15(Fifteen) days of issue of letter of acceptance or handing over of the site, which ever is late, the provisions contained in clause 62 of GCC - 2008 shall be applicable.

vi) **MODE OF PAYMENT:**

The total Earnest Money as stipulated in these documents, may be paid by the tenderer in any one of the following, and no other, forms:

- (a) Deposit in cash with Divisional Cashier/East Central Railway, Sonapur or Danapur and to attach the money receipt obtained thereof with the tender documents.
- (b) Deposit Receipt or pay orders or demand draft from the state bank of India or from any of the Nationalised banks drawn in favour of Financial Adviser and Chief Accounts Officer/Con/ East central Railway, Patna and endorsed Account Payee and valid up to the validity of tender offer. No conformity advice from the Reserve Bank of India will be necessary.
- (c) Deposit receipts executed by the schedule Banks (other than the State Bank of India and the Nationalised Bank.) 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.

6. **GENERAL INSTRUCTIONS FOR COMPLETING TENDER DOCUMENTS:**

- i. The tenderer shall submit, as his tender, all these documents intact, without severing detaching, defacing or removing any part thereof. After completing these documents, The tenderer(s) shall sign each page of these documents, before submission, intact, without severing, detaching, defacing or removing any part thereof, as per instructions contained in these documents.
- ii. Tender form containing over writings, scribbling, erased rates and/or rate-not shown in words are liable to be rejected. In case of any discrepancy in rates shown in figures and words being noticed, the accepting authority may at his discretion accept the lower of the two.



- iii. The tenderer must completely and carefully fill up the letter entitled "FORM OF TENDER" i.e. Chapter V of these documents.
- iv. The Tenderer shall not leave any space blank, where he is expected to make any entry.
- v. **Eligibility Criteria:** Wherever Eligibility Criteria is specified in the tender notice, the tenderer shall submit specific details of work executed and payment received thereof along with relevant documents which make him eligible for tendering. If the tenderer gives any wrong information or suppresses any material fact to cover his eligibility, his tender will be summarily rejected.
- vi. **False / Incomplete statement:** Any statement/declaration made by the Tenderer, if proved wrong or false or incomplete or such as to withhold any information relevant to the award of the tender, at any stage of the tender or in the event of his tender having been accepted at any stage of the contract, shall render his/their tender(s)/contract(s) liable to be cancelled/rescinded, in addition to the followings:
  - a. If such statement is found at the tender stage, his total earnest money shall be forfeited.
  - b. In case such a statement is found at the contract stage rights available to the Railways under clause 62 of the GCC-2008 shall be applicable.
- vii. **Cancellation of document etc.:**  
The cancellation or amendment of any documents such as power of attorney, partnership deed etc. should be forthwith communicated by the tenderer/contractor to the Railway in writing, failing which the Railway shall have no responsibility or liability for any action taken on the strength of the documents available with the Railway.

## 7. **QUOTATIONS OF RATES:**

- i) The tenderer shall fill in his rates for doing this work on the prescribed page/sheet of the chapter VI of these documents. Rebate, if any should be quoted in Schedule D as contained in Chapter VI. Various items of the works covered under this work have been detailed in Schedules A-I to C-III which includes six Annexures viz. A-I ( for schedule A-I), A-II ( for schedule A-II), B ( for schedule B), C-I ( for schedule C-I), C-II ( for schedule C-II) & C-III ( for schedule C-III) enclosed in chapter VI of this tender documents.  
  
Rates shall have to be quoted as percentage above or below for each schedule separately. Tenderers must not quote item wise rates. In case any tenderer quotes unified percentage for each schedule and also quotes item wise rates against individual items, no cognizance would be taken for the item wise rates quoted by the tenderers. However, railways reserves the right to cancel any tender wherein item wise rates has been quoted.  
  
Tenderer should quote their rate after careful study of the tender documents and site conditions, with full understanding of the implications thereof.
- ii) The Railway Administration reserves the right to modify any or all the schedules whether it is to increase or to decrease the scope of the work including / inclusion deletion of any item(s). The Tenderer shall not be entitled to any revision of rates due to such increase/decrease in quantities of items. The payment shall be made on the basis of actual quantities executed under various item(s) and the accepted rates thereof, and not on the quantities mentioned in various schedules.
- iii) **FLUCTUATION IN MARKET RATES :**  
The rates quoted by the Tenderer(s) and accepted by the Railway Administration shall hold good till the completion of the work and are not subjected to fluctuation(s) of any kind, save and except what is admissible under the Price Variation Clause contained in these documents.
- iv) **RATES TO INCLUDE ALL TAXES :** The rates quoted shall be inclusive of all taxes levied by Central or State Govt. or by any Municipal / Local or any other body save income tax and cess there upon. However, change of rate of statutory taxes of the State/Central Government and levy of any new type of such statutory tax shall be on Railway account.
- v) The tenderer(s) should quote his single rate for each schedule taking into consideration estimated rate, quantity of each and every item of schedules, all the conditions of these documents and the Special Conditions mentioned in the various schedules. For works to be



done under schedule “B”, the basic rates are those given in L&M Schedule of E.C.Railway, SOR 2008.

vi) **RATES IN FIGURES AS WELL AS IN WORDS:**

The Tenderer(s) are required to quote their rate and all other figures, having financial implications wherever occurring in these documents, in numerals as well as in words. In case of difference between the two, the lower of the two shall be taken in to account for all-purposes connected with this tender,

8. **REBATE:**

- i) If any tenderer(s) wishes to give any rebate on the rates quoted by him, the same shall be quoted by him in schedule-ñDò of these documents. It is to be noted that such rebate, if offered, shall apply in all the schedules (other that schedule-òDò) of these tender documents. Such a rebate shall be totally unconditional.
- ii) In case a tenderer does not wish to give any rebate, he should write NIL in the schedule òDò. In case nothing has been quoted by the tenderer in schedule-ñDò and the space is left blank, it will be treated as ñNILò and shall be so recorded (in the schedule-ñDò) at the time of opening of the tender.
- iii) If any tenderer(s) gives any conditional rebate, such rebate shall not be considered for evaluation of the tender, although the Railway may avail of the same in case the tender is awarded to such a tenderer(s).

9. **PURCHASE PREFERENCE: Not Applicable.**

10. **SUBMISSION OF TENDER :**

- i) Tender must be placed in sealed envelop super-scribed with the tender number, name of work and date and place of opening and should be submitted in the office of Dy CE/CON/Dehri-On-Sone , on or before the date of opening of the tender.
- ii) Tender, sealed and super-scribed as mentioned above, can also be sent by Registered Post to the above named office, provided that, no tender received after the time and date specified above for closing of tender box, shall be considered. Railway shall not be responsible for Postal delays.
- iii) The requisite total Earnest Money as per chapter ì I should be submitted in requisite manner along with the tender documents without which tender shall be summarily rejected and rates quoted will not be read out.
- iv) Late tenders / delayed tenders: Offers shall be dealt with as per extent rules of Railways, and the tenderer(s) shall have no right of consideration of such a tender (s).

11. **SPECIAL CONDITIONS BY TENDERER (S)**

- (i) The tenderer(s) is, normally, not expected to make any special condition / stipulation of his own and is expected to submit his tender in accordance with the conditions / stipulations contained in these documents. If, however, the tenderer (s) wishes to make any special condition/stipulations or wishes to intimate the Railway about any matter of important, he may do so in a covering letter. The accepting authority reserves the right not to accept any such special stipulations and conditions made by the tenderer and may reject the tender(s) as unacceptable without any reference to the tenderer(s) or may ask the tenderer to withdraw any or all such stipulations before awarding the contract and in the event of his refusals to do so, may not accept his tender.
- (ii) In case, any special conditions and/or stipulations are made by the tenderer, he shall also indicate, alongwith such conditions/stipulations, the cost of withdrawal of the same. The accepting authority reserves the right, either to accept the conditions/stipulations made by the tenderer or the cost thereof, at its sole discretion. If such cost is not indicated, it will be construed that the tenderer(s) is not in a position to withdraw these conditions at any cost and tender may be adjudged accordingly without any reference to tenderer(s).



*The detail shall be furnished in perform given in Annexure VIII.*

**12. OPENING OF TENDER :**

Tenders will be opened in public at the scheduled time and place. The date and time of opening may be postponed at the sole discretion of the Railway, if circumstances so warrant. Tenderer(s) or their authorized representatives are allowed to participate in the opening. They shall sign the statement prepared as a result of opening of tender(s).

**13. CLARIFICATION OF BIDS SUBMITTED:**

To assist in the examination, evaluation and comparison of tenders, the Railway or its authorized person may ask the tenderer(s) for clarification(s), if any needed, for such examination, evaluation and comparison. The request for such clarification etc and the response thereof shall be in writing.

Railway may conduct a pre-bid meeting/conference for clarifications and obtaining suggestions from prospective tenderers for which, date and venue shall be notified.

**i). INSPECTION OF DATA:**

Copies of drawing and other information for the work, relevant to this tender, may be inspected in the office of the Chief Admin. Officer (Con) / East Central Railway, Mahendrughat, Patna 800 004 or Dy. Chief Engineer (Con) Ganga Bridge, East Central Railway, Munger on any working day during office hours.

**ii) INSPECTION OF SITE:**

Tenderer must acquaint himself, at his own responsibility, risk and expense, with all information of the site(s) of work(s) and their neighborhoods, actual working and other prevalent conditions, laws/regulations, availability and suitability of local labourers, materials, surface and sub soil condition, accessibility of site(s) of work(s) sources and availability of water, electricity, camp site, market, banking facilities etc. and all such possible factors as have bearing on rates and progress of the work under this tender and should be taken all this factors into consideration before submitting this tender.

**14. PERIOD OF VALIDITY OF TENDER:**

The Tenderer(s) shall keep the offer open for a minimum period as stated in Chapter- I from the date of opening of the tender within which the Tenderer(s) cannot withdraw or modify his offer. The Railway Administration may request the Tenderer(s) to extend the validity. The earnest money referred to in this chapter is for the performance of the stipulation to keep the tender open for the aforesaid period. It shall be understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s) is permitted participate in the tender in consideration of the stipulation on his part that after submitting his tender, he will not resale from his offer or modify the same in any manner not acceptable to the Railway within the period of validity. Should the Tenderer fail to observe or comply with this stipulation; the Railways shall forfeit the full amount of Earnest Money.

**15. TENDERER'S POSTAL ADDRESS:**

i) Every tenderer shall state in the tender, his complete postal address, E-Mail ID, name and contact numbers of key personnel's fully and clearly in Chapter - V- Form of Tenders. Any communication sent in time to the Tenderer by post at the said address shall be deemed to have reached the Tenderer duly and in time. Important documents shall be sent by Registered post.

ii) **CHANGE OF ADDRESS:** The Tenderer must keep the Railway informed of any change of address during the currency of tender of work in his own interest.

**16. TENDERS TO BE SIGNED BY AUTHORISED PERSONS:**



- i). The Tender shall be signed by individual or individuals legally authorized to enter into commitments on Behalf of the Tenderer(s). Any individuals or individuals signing the tender documents or other documents Connected there with, should specify whether he is signing the said documents:-
- a) As a Sole Proprietor of the firm or Attorney of the Sole proprietor.  
Or
  - b) As a Partner of partnership firm  
Or
  - c) As a Director, manager or secretary in a Limited company (duly authorized by a resolution passed by the board of directors or in presence of the authority conferred by the memorandum of association).
  - d) In case of Joint Ventures/Consortium; all the constituents or the attorney duly authorized by all of them.
- ii) In the case of a firm not registered under the Indian partnership act, all the partners or the attorney duly authorized by all of them, should sign the tender documents and all other concerned documents.
- iii) Requisite power of attorney or such other documents empowering the individual or the individuals to sign the Tender document should be furnished in original, along with the Tender.
- iv) The Railway shall not be bind 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 agreement. It may, however, recognize such Power of Attorney and changes, after obtaining legal advice to the satisfaction of the Railway, the cost of which will be borne by the Tenderer.

#### **17. CONDITIONS FOR PARTICIPATION OF JOINT VENTURE FIRMS IN WORKS TENDER FOR TENDERS OF VALUE MORE THAN 5 CRORE**

- 17.1 Separate identity/name shall be given to the joint venture firm.
- 17.2 Number of members in a JV firm shall not be more than three if the work involves only one department (say Civil or S&T or Electrical ) and shall be not be more than five if the work involves more than one department.
- 17.3 A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same tender.
- 17.4 The tender form shall be purchased and submitted only in the name of the JV firm and not in the name of any constituent member
- 17.5 Normally EMD shall be submitted only in the name of the JV and not in the name of constituent member. However in exceptional cases EMD in the name of lead partner can be accepted subject to submission of specific request letter form lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation form the JV partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by JV firm.
- 17.6 One of the members of the JV firm shall be the lead members of the JV firm who shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms without three members and not less than 10% each in case of JV firms with more than three members. In case of JV firm with foreign members(s), the lead member has to be an Indian firm with a minimum share of 51%.



- 17.7 A copy of Memorandum of understanding (MOU) executed by the JV members shall be submitted by the JV firm along with the tender. The complete details of the members of the JV firms tire share and responsibility in the JV firm etc. particularly with reference to financial technical and other obligations shall be furnished in the MOU. (The MOU format for this purpose shall be finalized by the railway in consultation with their law branch and shall be enclosed along with tender).
- 17.8 Once the tender is submitted the MOU shall not be modified/alterd/terminated during the validity of the tender. In case the tender fails to observe /comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited. In case of successful tenderer, the validity of this MOU shall be extended till the currency of the contract expires.
- 17.9 Approval for change of constitution of JV firm shall be at the sole desecration of Employer (Railways). The constitution of the JV firm shall not be allowed to modified after submission of the tender bid by the JV firm except when modification becomes inevitable due to succession laws etc. And in any case the minimum eligibility criteria should not be vitiated. In any case the Lead Member should continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offered invalid.
- 17.10 Similarly, after the contract is awarded, the constitution of JV firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc and in any case the minimum eligibility criteria should not be vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 17.11 On award of contract to a JV firm a single Performance Guarantee shall be required to be submitted by the JV firm as per tender conditions. All the guarantee like Performance guarantee bank Guarantee for Mobilization advance, Machinery advance etc. shall be accepted only in the name of JV firm and no splitting of guarantees amongst the members of the JV firm shall be permitted.
- 17.12 On issue of LOA, an agreement among the members of the JV firm(to whom the work has been awarded) has to be executed and got registered before the Registrar of the Companies under Companies Act, or before the Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV firm to the Railways before signing the contract agreement for the work.(This agreement format should invariably be part of tender condition.) in agreement format should invariably be part of the tender condition.) in case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This joint venture agreement shall have, inter-alia, following clauses:
- 17.12.1 Joint and several liability ĩ The members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for execution of the project in accordance with General and Special conditions of the contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or part thereof.
- 17.12.2 Duration of the Joint Venture Agreement ĩ It shall be Valid during the entire currency of the contract including the period of extension if any the maintance periods after the worked is completed.
- 17.12.3 Governing laws ĩ the joint venture agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 17.13 Authorized Member ĩ Joint venture members shall authorize one of the members on behalf of the joint venture firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm.



- 17.14 No members of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (railways) in respect of the said tender/contract.
- 17.15 Documents to be enclosed by the JV firm along with the tender.
- 17.15.1 In case one or more of the members of the JV firm is /are partnership firm(s), following documents shall be submitted :
- (a) Notary certified copy of the Partnership Deed,
  - (b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value(in original)
  - (c) Power of Attorney (duly registered as per prevailing law ) in favour of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the firm.
- 17.15.2 In case one or more members is/are Proprietary Firm or HUF the following documents shall be enclosed.  
Affidavit or Stamp paper of appropriate value declaring that his concern is a Proprietary Concern and he is sole proprietor of the Concern or he is in position of ñKARTA of Hindu Undivided Family and he has the authority power and consent given by other partners to act on behalf on HUF.
- 15.3 In case one or more members is/are limited companies the following documents shall be submitted :
- (a) Notary certified copy of resolution of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers if the Company to sign MOU, JV agreement, such other documents required to be signed in behalf of the company and enter into liability against the company and/or do any other act on behalf of the company.
  - (b) Copy of Memorandum and articles of Association of the company.
  - (c) Power of Attorney(duly registered as per prevailing law) by the company
  - (d) Authorizing the person to do/act mentioned in the Para (a) above.
- 17.15.4 All the members of the JV shall certify that they have not been black listed or debarred by railways or any other Ministry/department of the Govt. of India/State Govt. from participation in tenders/contract in the past either in there individual capacity or the JV firm or partnership firm in which they were members/partners.
- 17.16 **Credentials & Qualifying criteria :** Technical and financial eligibility of the JV firm shall be adjudged based on satisfactory fulfillment of the following criteria:
- 17.16.1 **Technical eligibility criteria:** Either the JV firm or any one of the members of the JV firm must have satisfactory completed in the last three previous financial years and the current financial year up to date of opening of the tender, one of similar single work for a minimum value of 35% of advertised tender value.

OR

In case of composite works (e.g. works involving more than one distinct component such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges, substructure and superstructure etc.), at least 35% of the value of each component of similar nature should have been satisfactory completed by the JV firm or any one of the members of the JV firm in the previous three financial years and the current financial year up to the date of opening of tender. In such cases what constituted a component in a composite work shall be clearly defines as part of the tender without any ambiguity.

**NOTE:**

Value of a completed work done by member in an earlier partnership firm or a JV firm shall be reckoned only to the extent of the concerned member's share in that partnership firm/JV firm for the purpose of satisfying his compliance of the above mentioned technical eligibility criteria's in the tender under consideration.



- 17.16.2 **Financial eligibility criteria:** The contractual payments received by the JV firm or the arithmetic sum of contractual payments received by all the members of JV firm in the previous three financial years and the current financial year up to the date of opening of tender shall be at least 150% of the estimated value of the work as mentioned in the tender.

**NOTE:**

Contractual payment received by a members in an earlier JV firm shall be reckoned only to the extent of the concerned member's share in that JV firm for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in tender under consideration.

18. **EX. RAILWAY OFFICERS AS TENDERER (S):** Should a Tenderer be, himself, a retired employee having held a Gazetted rank in any of the Railways, owned and administered by the President of India, or should a Tenderer, being a partnership firm, have, as one or more of its partners, such retired employee(s) as aforesaid, or, should the Tenderer being an incorporate company, have any such person(s) as aforesaid, as sits Director(s), or, should the tenderer have, in his employment, any person(s), as aforesaid, full information of such person(s) shall be submitted in Annexure ï III to this Chapter of these Tender documents. Further, in cases, where such a person(s), as aforesaid, has retired from the Railway service within two years of the date of opening of the Tender, the Tenderer(s) shall furnish a copy of the permission of the President of India, permitting such a person(s), as aforesaid, to associate himself with the Tenderer(s), in any of the capacity as aforesaid, in the aforesaid Annexure-III

i) **TENDERER (S) RELATIVE EMPLOYED AS GAZETTED OFFICER**

In case of a Tenderer(s) being an individual having a relative(s) employed in any Gazetted capacity in the East Central Railway or in the case of partnership firm/or company incorporated under the Indian Company law, should any partner(s) /Director(s) or relatives of the partner(s) / Director(s) or share holder (s), be employed in any Gazetted capacity in the East Central Railway, detailed information about such Gazetted employee(s) shall also be furnished in the aforesaid Annexure III of Chapter-III.

19. **TESTIMONIALS:**

- i. The tenderer(s) shall submit along with the tender(s), the particulars of all works awarded or taken up by him for execution during the 3 years preceding the date of opening of this tender, irrespective of whether the same have been completed or are still continuing or were terminated, in the Performa enclosed as Annexure-I to this Chapter.
- ii. The figures of cost indicated in the Performa at Annexure-I will not include the cost of materials supplied free of cost by the client to contractor.
- iii. The said Performa should be filled up by the tenderer in respect of all the works done by him, whether for the Railways or for any other client.
- iv. The tenderer shall submit photocopies of certificates and testimonials from the clients/departments to establish the correctness of the data given by him in the aforesaid Performa, and also certificates certifying satisfactory Performance and completion of works. The Railway reserves the right to verify the correctness of such data in such a manner they considered fit and appropriate.
- v. The details of contractual receipts shall be filled in Performa as per annexure ï II.
- vi. The tenderer(s) shall also enclose bank certificates showing the financial stability to undertake work of such magnitude as is covered by this tender.
- vii. The tenderer(s) shall also submit a list of court cases filed and number of arbitration cases in progress as demanded by him from the Railway or other clients during the 5 years preceding the date of opening of this tender as per Annexure-IV & V of Chapter-III. In the event of the tenderer not giving this information the railway shall compile such data in the said format from available records and the tenderer(s) shall have no right to question the correctness or completeness of such data and Railways may not consider the offer itself as it will amount to incompletely filled tender form.



**20. LIST OF EQUIPMENTS/TOOLS, TECHNICAL PERSONNELS:**

The tenderer(s) shall submit list of equipments/tools with him and the list of technical personals in Performa given in Annexure-VI & VII of Chapter-III. The tenderer(s) should also submit a specific detail along with tender indicating list of personnel and plant and machinery (owned and hired separately) proposed to be deployed for the subject work. The tenderer(s) without this information may be treated as if the tenderer(s) has no organization and no equipments and tender will be judged accordingly.

**21. SALES TAX CLEARANCE CERTIFICATE:**

Tender should be accompanied by the up to date Sales Tax Clearance Certificate in Form XXXVIII or any other appropriate stipulated format, issued by the appropriate Commercial Tax Officer in favour of the Company, the firm or the tenderer(s) as the case may be, in respect of all works contract or purchase contract to be executed in West Bengal, Bihar, Jharkhand, U.P. and M.P. area. Tender without such certificate may not be considered, and if at all considered, it will be necessary to produce such certificate before any payment is made for executed works and the Contractor shall have no claim in this regard for non-payment for works done in absence of a certificate. Sales tax may be recovered from contractors running bills.

**22. NEGOTIATION:**

- i) The accepting authority reserve the right to enter into negotiations with the L-1 or more (in special case) tenderer(s) before acceptance of the tender in order to clarify special conditions or reduction of rates, or, for changes in scope of the work etc, at its sole discretion.
- ii) L-1 should be defined as the lowest, valid, eligible and technically acceptable tenderer.
- iii) In tenders, providing the purchase preference in favour of PSUs, if the quoted rates of L-1 are considered high and negotiation are resorted to, such negotiation may be held with the original L-1 as also the lowest PSU whose original offer is not higher by more than 10% of the original L-1. Provision of Purchase preference in terms of PSUs will be applicable on negotiated offer.
- iv) Should such negotiation with the tenderer(s) be entered into, the tenderer(s) shall not be permitted to increase their quoted rates under any circumstances, even if it includes withdrawal / modification of such special conditions as are given by the tenderer(s) along with their original tender.

**23. ACCEPTANCE OF TENDER:**

- i) The accepting authority, reserves the right to divide the tender amongst more than one Tenderers, if deemed necessary, and also to reject any or all tenders received without assigning any reason and does not bind himself to accept the lowest or any other tender.
- ii) The accepting authority reserves the right to split up the work without reference to the tenderer(s) and may accept the tender in respect of any portion of the work.

**24. LETTER OF ACCEPTANCE:**

- i.) The acceptance of the tender shall be communicated by Registered Post with A/D at the address given by the Tenderer in these tender documents. The letter of acceptance will remain operative till a formal Contract / Agreement is executed and signed by and between the Contractor and competent officer of the Railway, for and on behalf of the President of India, after which the letter of acceptance will merge in the said formal agreement.
- ii) The Railway shall not intimate to the tenderer whose tenders have not been accepted and the result of their tender(s). However, Earnest Money will be refunded as per clause 5(iv) above.

**25. AGREEMENT:**

- (i) The Railway shall prepare the agreement and intimate the contractor of its preparations whereupon the contractor shall sign the same within seven days of the receipt of the intimation.



- (ii) The agreement can be drawn only after the contractor deposits the requisite amount of Performance Guarantee (P.G) in the requisite form. The amount of P.G. in the requisite form to be submitted within fifteen days from the date of issue of acceptance letter.
- (iii) The Railway shall pay such number of on account bills as may become payable to the contractor, subject to a maximum of One On- Accounts bill limited to a maximum value of 10% of the Contract value, up to the expiry of 60 days from the date of issue the letter of acceptance, on the strength of the letter of acceptance and further running bills will be paid only on execution of the agreements. However, no On account bill or payment of any nature will be made till the Performance Guarantee Bond has been deposited, verified and found to be valid and correct.
- (iv) This contract agreement shall be entered into by the Railway with the Contractor(s) on the explicit understanding that the contractor(s) shall abide by all the conditions of these documents and that their implications had been fully understood by the contractor before tendering for this work.
- (v) A photo copy of PAN card issued by Income Tax Department in the name of firm/contractual agency in any form (viz. individual, proprietorship, JV/Consortium etc) should be submitted at the time of entering into agreement with the Railway.

**26. SECURITY DEPOSIT BY CONTRACTOR**

- i) The Contractor shall furnish total Security Deposit including initial security deposit, at the rate mentioned in clause 16(2) of the GCC:-2008 which shall be 5% of the contract value.
- ii. The total Earnest Money of the tenderer shall be adjusted to Initial Security Deposit which will merge with the total Security Deposit. Remaining Security Deposit/rate shall be recovered as under:-
  - (a) The rate of recovery shall be at the rate of 10% of the bill amount till the full security deposit is recovered.
  - (b) For works contract of value less than Rs. 50.00(Fifty) Crore :- Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.
  - (c) For works contract of value more than Rs. 50.00(Fifty) Crore:- Security Deposits may be accepted in form of irrevocable Bank Guarantee

**27. Penalty for failure of Railway PSUs ( Not Applicable)**

In the event of the failure of the Railway PSU to successfully execute the contract as per terms & conditions laid down in the agreement, a penalty equivalent to 5% of the original value of contract would be levied.

**28. Performance Guarantee (P.G)**

- i Contractor will have to submit the performance guarantee amounting to 5% of the contract value (10% for already failed contractor of risk & cost tender) in any of the following forms :-
  - (i) Deposit 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. Those forms of Performance Guarantee could be either of the State Bank of India or of 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 Defense Certificates,
  - (ix) Ten years Defense Deposits,
  - (x) National Defense Bonds and



(xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less.  
Also FDR in favour of FA&CAO/Con/ECR.

- ii. The performance Guarantee shall be submitted by successful bidder after letter of acceptance has been issued but before signing of the agreement. The agreement should normally be signed within 15(fifteen) days after issue of LOA and the performance guarantee shall also be submitted within this time limit. This guarantee shall be initially valid up to the stipulated date of completion plus 60(Sixty) 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(sixty) days.
- iii. Performance Guarantee shall be released after physically completion of the work based on the completion certificate issued by the competent authority stating that the contractor has completed the work in all respect satisfactorily. The procedure for releasing of PG should be same as per security deposit.
- iv. Wherever the contracts are rescinded, the security deposit shall be forfeited and the Performance guarantee shall be encashed and the balance work should 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 partner ship 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.
- v. In Case of :-
  - i. Failure of the contractor to extend the validity of the performance guarantee as discussed herein above, in which case engineer may claim the full amount of the performance guarantee.
  - ii. Failure of the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the clauses/ condition of the agreement, within 30 days of the serving of notice to this effect by Engineer, same may be claimed from performance guarantee.
  - iii. The contract being determined or rescinded under provision of clause 62 of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

**Pro-forma for Bank Guarantee Bond is available at Annexure XI of Chapter-III. This pro-forma may be changed/amended at the discretion of the Railway.**

## **29. REFUND OF SECURITY DEPOSIT**

Security Deposit shall be released after the physical completion of the work and the expiry of the maintenance period and after processing of the final bill based on "No claim certificate". The Competent Authority to released security deposit shall normally be the authority who is competent to sign the contract if this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter-alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.



**For works which have been physically completed but maintenance period is not over:** In case risk & cost tenders Security Deposit recovered from the running bills of the contractors can be returned to the contractor to him if he so desires, in lieu of FDR/Irrecoverable bank Guarantee for equivalent amount to be submitted by him after the physical completion of the work as certified by the Competent Authority. This bank guarantee shall be initially valid up to the stipulated maintenance period plus 60 (Sixty) days beyond that. In case, maintenance period gets extended, the contractor shall get the validity of guarantee bond extended to cover such extended maintenance period plus 60 (Sixty) days. The Competent Authority shall normally be the authority who is competent to sign the contract if this Competent Authority is of the rank lower than JA Grade, and then a JA Grade Officer (concerned with the work) should issue the certificate.

*No interest will be payable on the Security Deposit.*

**30. REFUND OF Performance Guarantee (P.G)**

The Performance Guarantee (P.G) shall be released after satisfactory completion of work based on the 'Completion Certificate' as issued by the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract, if this Competent Authority is of the rank lower than JA Grade, and then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter-alia, should mention that the work has been completed in all respect and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the Performance Guarantee (P.G), an unconditional and unequivocal no claim certificate from the contractor concerned shall be obtained.

**No interest will be payable on the Performance Guarantee (P.G).**

**31. SCOPE OF WORK & PAYMENTS THEREOF:**

- (i) The Railway reserves the right to get the work executed in the best and most economical manner, and may add or may not operate any item(s) of work(s) as the Railway may consider fit.
- (ii) The Contractor(s) is expected to use the latest technology and machinery and achieve a most efficient and best quality finished construction.
- (iii) The Railway reserves the right to increase or decrease the scope of work and/or not to operate any one or more of the item(s) or work(s) of any one or more of the various Schedules. It is the responsibility of the Contractor to ascertain from the Engineer-in charge, the items to be operated with their actual quantities before making any arrangements(s) for taking up work under the item(s). No claim, whatsoever, from the Contractor will be entertained for non-operation of any of the item(s) or for variation in quantity of any of the item(s).
- (iv) The payment shall be made on the basis of actual quantities executed under various item(s) and the accepted rates thereof, and not on the quantities mentioned in the various schedules. Individual N.S. items in contract shall be operated with variation of plus or minus 25% (Twenty five percent) and payment would be made as per the agreemental rate.

**(v) Terms & Conditions of payment through ECS/EFT**

- i) Tenderer to give consent in a mandate form for receipt of payment through ECS/EFT.
- ii) Tenderer to provide the details of Bank A/c in line with RBI guidelines for 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.
- iii) Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information (as mentioned in Para (ii) above)
- iv) In case of non-payment through ECS/EFT or where ECS/EFT facility is not available, payment will be released through cheque.



**32. VARIATION BEYOND +25% OVER AGREEMENTAL QUANTITY & ITS PAYMENT**

- (i) Railway reserves the right to vary the quantities of works in excess of or less than the agreemental quantity.
- (ii) In case of variation up to 25% over and above the agreemental quantity, payment would be made as per the agreemental rate.
- (iii) Incase of SOR items, for variation in excess of 25% over the agreemental quantity if Railway decides to get these works executed through the instant tender, Negotiation will be held for arising at reasonable rates for quantities in excess of 25% over the agreemental value, for the schedule as a whole.
- (iv) For NS item, in case of increase of quantity beyond 25% of agreemental value, for individual item in case Railway decides to get the work executed through the instant Tender, Negotiations will be held for arising at reasonable rate, for quantities in excess of 25% of the agreemental value.  
This rule shall apply for all individual NS items irrespective of the manner of quoting the rates (single percentage rate or individual items rates).
- (v) 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 define as items whose original agreemental value is less than 1% of the total original agreement value.
- (vi) Variation for foundation items shall continue to be governed as per clause 42(1) (iii) of G.C.C 2001.
- (vii) The contractor is not eligible for any additional payments in case of minus variation i.e. execution of quantities at less than agreemental quantity and payment shall be made at agreemental rates for executed quantities only.  
No Claim certificate for variation in quantities more than 25% is to be submitted by the contractor i.e. I/We are ready to execute the quantity of item exceeded more than 25% of the agreemental quantity of items and I/We have no claim for the exceeded quantity to the railway.

**33. RECOVERY OF INCOME TAX**

Income Tax @ 2% (Two percent) of the gross amount of the each bill will be recovered from all the bills of the contractor in terms of section 101 c of the Income Tax Act, 1961 as introduced through the Finance Act-1972. A surcharge @15 % (fifteen- percent) on the amount of Income Tax so deducted will also be recovered from the contractor's bills. This is further subject for increase or decrease as per extant instructions in this regard.

**34. RECOVERY OF SALES TAX:**

For the work executed in the State of Bihar, Jharkhand, and MP and UP, Sales Tax on Works Contract will be recovered at the source from the Gross amount of each bill of the contractor as applicable. The present rate is 4% of gross work value.

**35. PRICE VARIATION CLAUSE (Not Applicable)****(A) GENERAL**

- (i) The rates for each item quoted by the contractor in his tender and accepted by the Railway shall hold good till the completion of the work.  
Fluctuations in market rates/conditions, taxes additional levies, tools or any other changes in the cost of an item as a whole or in the cost of a component of expenditure constituting that item shall be taken into account and payments to contractor shall be adjusted i.e. increased/decreased, in accordance with the provisions of this clause. No other claims on account of these disputes shall be admissible.
- (ii) The total amount payable to the contractor for the payments made through on account/final bills for the work done in a particular quarter shall be adjusted i.e. increase/decrease, based on the overall market situation as reflected by increase/decrease in various Price Indices published by the Reserve Bank of India from time to time.



- (iii) The amount of adjustment i.e. increase/decrease in the payments to the contractor shall be calculated in accordance with the method detailed in this clause.

**(B) APPLICABILITY OF PRICE VARIATION CLAUSE**

The applicability of this Clause to this tender is subject to the relevant provision of Chapter-I of this document and fulfilling following conditions-

- (i) This Price Variation Clause shall be applicable only to contracts more than Rs0.5 Cr irrespective of the contract completion period and PVC shall not applicable to tenders of value less than Rs. 0.5 Cr.
- (ii) The Price Variation clause will be applicable to all extensions of time granted to the date of completion except extension granted under clause 17B of GCC 2008.
- (iii) This Price Variation Clause shall be applicable only to contracts more than Rs. 0.5 Crore in value, the value being the value of actual work to be executed by the contractor, i.e. excluding the cost of materials supplied free of cost by the Railway, on the basis of tendered quantities. If this value is less than Rs. 0.5 Crore the Price Variation Clause shall not be applicable, even though this clause may be printed in the tender documents and where the value of work executed by contractor becomes more than 0.5 Crore (as a result of subsequent variation, N.S. item etc.), the original value having been less than Rs. 0.5 Crore, this clause will not be applicable.
- (iv) The price Variation Clause will also not apply to Zonal contracts
- (v) Price variation is not applicable for any new NS item that may be included subsequent to finalization of contract.

- (C) METHOD OF CALCULATION OF ADJUSTMENT.** The amount of adjustment i.e. increase/decrease in total payable amount shall be calculated by the following formula for each component of input, i.e. labour, material, fuel, explosive, detonator. There shall be a fixed component also on which no adjustment shall be made.

**METHOD OF CALCULATION:**

**(I) *For Items Other Than Supply of Steel & Cement***

$$(a) \quad L = \frac{R \times (I - I_0)}{I_0} \times \frac{P}{100}$$

$$(b) \quad M = \frac{R \times (W - W_0)}{W_0} \times \frac{Q}{100}$$

$$(c) \quad U = \frac{R \times (F - F_0)}{F_0} \times \frac{Z}{100}$$

$$(d) \quad X = \frac{R \times (E - E_0)}{E_0} \times \frac{S}{100}$$

$$(e) \quad N = \frac{R \times (D - D_0)}{D_0} \times \frac{T}{100}$$

Where-

L = Amount of price variation in labour  
M = Amount of price variation in materials.



|                |   |                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| U              | = | Amount of price variation in fuel.                                                                                                                                                                                                                                                                                                                                                                      |
| X              | = | Amount of price variation in explosives.                                                                                                                                                                                                                                                                                                                                                                |
| N              | = | Amount of price variation in detonators.                                                                                                                                                                                                                                                                                                                                                                |
| R              | = | Gross value of the work done by the contractor as per on- account Bills excluding costs of materials supplied by Railways free or at a fixed price or supply of steel and cement by contractor, which is paid under Schedule 'C' This will also exclude specific, payment, if any, to be made to the consultants engaged by the contractors (Such payment will be indicated in the contractor's offer). |
| I <sub>0</sub> | = | Consumer Price Index Number for Industrial Workers All India published in RBI Bulletin for the base period.                                                                                                                                                                                                                                                                                             |
| I              | = | Average Consumer Price Index number for industrial workers All India- Published in RBI Bulletin for the 3 months of the quarter under consideration.                                                                                                                                                                                                                                                    |
| W <sub>0</sub> | = | Index Number of Wholesale Prices by groups and subgroups- All commodities as published in the R.B.I. Bulletin for the base period.                                                                                                                                                                                                                                                                      |
| W              | = | Average Index Number of Wholesale Prices - By groups and Subgroups - All commodities as published in the R.B.I. Bulletin for the 3 months of the quarter under consideration.                                                                                                                                                                                                                           |
| F <sub>0</sub> | = | Index Number of Wholesale Prices by groups and sub-groups for Fuel, Power, light and lubricants as published in the R.B.I. bulletin for the base period.                                                                                                                                                                                                                                                |
| F              | = | Average Index Number of Wholesale Prices - By groups and subgroups for fuel, power, light, and lubricants as published in the R.B.I. Bulletin for the 3 months of the quarter under consideration.                                                                                                                                                                                                      |
| E <sub>0</sub> | = | Cost of Explosives as fixed by DGS&D in the relevant rate contract of the firm from whom purchase of explosives are made by the contractor for the base period.                                                                                                                                                                                                                                         |
| E              | = | Average cost of Explosive as fixed by DGS&D in the relevant rate contract of the firm from whom purchase of explosives are made by the contractor for the 3 months of the quarter under consideration.                                                                                                                                                                                                  |
| D <sub>0</sub> | = | Cost of detonators as fixed by DGS&D in the relevant rate contract of the firm from whom purchase of detonators are made by the contractor for the base period.                                                                                                                                                                                                                                         |
| D              | = | Average cost of detonators as fixed by DGS&D in the relevant rate contract of the firm from whom purchase of detonators are made by the contractor for the 3 (three) months of the quarter under consideration.                                                                                                                                                                                         |
| P              | = | % of Labour component.                                                                                                                                                                                                                                                                                                                                                                                  |
| Q              | = | % of Material component.                                                                                                                                                                                                                                                                                                                                                                                |
| Z              | = | % of Fuel component.                                                                                                                                                                                                                                                                                                                                                                                    |
| S              | = | % of Explosive component.                                                                                                                                                                                                                                                                                                                                                                               |
| T              | = | % of Detonators component.                                                                                                                                                                                                                                                                                                                                                                              |

**(II) For Supply of Cement**

*This special PV clause will be applicable only for supply of Cement:-*

Price of Cement is to be linked with the Wholesale Price Index of the respective sub group as per **RBI Index Numbers**. Henceforth, the formula for calculating the amount of variation on account of variation in prices of Cement would be as indicated below:-

**(a)  $M_c = R \times (W_c - W_{co}) / W_{co}$**

|                       |   |                                                                                                                                                                    |
|-----------------------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>M<sub>c</sub></b>  | = | Amount of price variation in material (Cement).                                                                                                                    |
| <b>R1</b>             | = | Value of Cement supplied by Contractor under Schedule 'C' as per on account bill in quarter <u>under consideration</u> .                                           |
| <b>W<sub>co</sub></b> | = | Index No. of Wholesale Price of subgroup (of Cement) as published in <b>RBI</b> Bulletin for the base period.                                                      |
| <b>W<sub>c</sub></b>  | = | Index No. of Wholesale Price of subgroup (of Cement) as published in <b>RBI</b> Bulletin for the 1 <sup>st</sup> month of the quarter <u>under consideration</u> . |

**(III) INDEX NUMBER :**

The base index number shall be that published by R.B.I. for the month of opening of the tender and the quarters will commence from three month following the month of opening of the tender. However, in case the tender is finalized after the negotiation, base month for the price



variation clause is the month in which negotiations are held. Quarterly periods shall also be counted commencing from the month following the month in which the last negotiation was held leading to the award of contract.

- (IV) The percentages P, Q, Z, S, T of various components i.e. labour, materials etc for different type of work shall be as follows: -

**Earth work Items**

|                           |     |
|---------------------------|-----|
| Labour components         | 50% |
| Fuel components           | 20% |
| Other material components | 15% |
| Fixed components          | 15% |

**Ballast and Quarry products Items**

|                           |     |
|---------------------------|-----|
| Labour components         | 55% |
| Fuel components           | 15% |
| Other material components | 15% |
| Fixed components          | 15% |

**Tunneling Items**

|                           |     |
|---------------------------|-----|
| Labour components         | 45% |
| Fuel components           | 15% |
| Explosive component       | 15% |
| Detonator component       | 5%  |
| Other material components | 5%  |
| Fixed components          | 15% |

**Other works Items**

|                         |     |
|-------------------------|-----|
| Labour components (P)   | 30% |
| Material components (Q) | 25% |
| Fuel components (Z)     | 15% |
| Fixed components        | 30% |

- (V) The amount on which the adjustment is to be calculated, shall be the amount payable to the contractor for the item or items of various types of works given in the reference quarter, Refer (E) below for procedure of calculation of adjustment.

- (VI) The calculations for adjustments in the amount payable to the contractor shall be made on the value of the work done in each quarter by the contractor. Quarterly periods shall be counted commencing from the month following the month in which tender have been opened. However, in case the tender is finalized after the negotiation, quarterly periods shall be counted commencing from the month following the month in which the last negotiation was held leading to the award of contract. Refer (E) below also.

- (VII) The calculations for adjustments should be based on the average price Index of the three months of the quarter.

- (VIII) The demand for escalation of the cost may be allowed on the basis of provisional indices made available by the Reserve Bank of India. Any adjustment need to be done based on the finally published indices shall be made as and when they become available.

(IX) **Supply of steel**

$M_s = R \times (W_s - W_{so}) / W_{so}$  where

$M_s$  = Amount of rice variation in steel payable/recoverable

$R$  = Weight of steel in tones supplied by the contractor as per the on account bill for the month under consideration

- Ws = SAIL's (Steel Authority of India Limited) ex-works price plus Excise Duty thereof (in rupees per ton) for the relevant category of steel supplied by the contractor as prevailing on the first day of the month in which the steel was purchased by the contractor for) as prevailing on the first day of the month in which steel was brought to the site by the contractor whichever is lower.
- Wso = SAIL's ex-works price plus Excise Duty thereof (in rupees per ton) for the relevant category of steel supplied by the contractor as prevailing on the first day of the month in which the tender was opened.

**Note:-**

- (i) Relevant categories of steel for the purpose of operating the above price variation formula based on SAIL's ex-works price plus Excise Duty thereof are as under:-

| Sl No. | Category of steel supplied in the railway work                                    | Category of steel produced by SAIL whose ex-works price plus Excise Duty thereof would be adopted to determine price variation. |
|--------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 1.     | Reinforcement bars and other rounds.                                              | TMT 8 mm IS 1786 Fe 415/Fe 500                                                                                                  |
| 2.     | All types and sizes of angles.                                                    | Angle 65 x 65 x 6 mm IS 2062 E250A SK                                                                                           |
| 3.     | All types and sizes of plates.                                                    | PM Plates above 10-20 mm IS 2062 E250A SK                                                                                       |
| 4.     | All types and sizes of channels and joists.                                       | Channels 200 x 75 mm IS 2062 E250A SK                                                                                           |
| 5.     | Any other section of steel not covered in the above categories and excluding HTS. | Average of price for the 3 categories covered under Sl. no. 1, 2, 3 above.                                                      |

- (ii) The prevailing ex-works price of steel per ton as on 1<sup>st</sup> of every month for the above categories of steel as advised by SAIL to Railway Board.

**(E) MAKING ADJUSTMENTS FOR PRICE VARIATION**

- (i) The adjustment for variation in prices i.e. extra payment in case of increase and recovery in case of decrease, as required, shall be made once in every quarter in the on accounts payments. If more than one on account payment is made to the contractor in a quarter, the adjustment, if required, shall be made as and when they become available.
- (ii) It shall be contractor's responsibility to submit the value of various price Indices for appropriate points of time along with proof / authenticity thereof, to enable the Railway to calculate the price variations.

**(F) METHOD OF OPERATION OF THIS CLAUSE**

- i. Since the adjustment of payments are based on the amount of work done by contractor in each quarter, measurements of actual work done must be taken and recorded in the measurements books and signed by the contractor at the end of each quarter, if not frequently.
- ii. Since the various Indices are published by RBI / Ministry of Labour a few months later than the months to which they pertain, the normal on account bills based on quarterly measurements will be prepared as per current procedure on the adopted rates without considering the Price Variation clause.
- iii. The adjustments in Price variations shall be done subsequently. through separate series of on account bills, called Escalation on account bill no 1,2 etc. the adjustment bills and the normal on account bills will be kept independent of each other for facility of operations.
- iv. Since the adjustments due to price variations are done on the basis of payment made for each type of work as defined in Para C (ii) above, it will work separately in each normal on A/Cs bill, so that the on A/Cs bill/measurements do not have to be worked upon again at the time of preparing Escalation- account bills.

**36. EXTENSION OF COMPLETION DATE:**

- (i) Extension of time for the completion of the work shall be governed by Clause 17 of the GCC 2008, and the contractor shall be responsible for requesting such extension in terms thereof. While applying for such extension, a Bar Chart showing the work already done and the program for the work to be done shall be prepared and shown in juxtaposition with the bar chart submitted under clause 4 of chapter-IV of tender document, giving reasons for

slippage activity-wise and if slippage is more than 10% action will be taken as per clause 62 of G.C.C such request for extension should be received by Railway before D.O.C. and preferably 15 days before expiry of D.O.C. failing which contract may be terminated under clause 62 of GCC without any notice. The Railway may agree to such extension of time of completion, if they consider justified.

- (ii) The competent authority while granting extension to the currency of the contract under clause 17(B) of GCC 2008 may also consider levy of token penalty as deemed fit based on the merit of case.

**37(A) Payment of advances to contractors: (Not Applicable)**

- (a) **General:** The applicability of this clause to this tender is subject to high value of tenders of value Rs. 10.00(Ten) crore and above each as mentioned in Chapter I of these documents. The Railway may consider sanction of the advances to the contractors vide sub-clause (b) & (c) only for works of high value of Rs. 10.00(Ten) crore and above each provided further that the contractor has made a request with adequate justification for such advance(s) along with his tender. Request for grant of such advance shall not be entertained, if the same is made at any subsequent point of time.
- (b) **Mobilization Advance:** This shall be limited to 10% of the contract value and shall be payable in 2 Stages as indicated below:  
 Stage-I: - 5% of contract on signing of the contract agreement.  
 State-II: - 5% on Mobilisation of site-establishment, setting up offices, bringing in equipment and actual commencement of work.  
 The advance is payable against irrevocable Bank Guarantee covering principal plus interest from a Nationalised Bank in India or State Bank of India in a form acceptable to the railway. The two stages of advances shall be payable on the clear understanding and condition that the contractor shall progress with the work in accordance with bar charts submitted by him for the purpose and accepted by the Railway.
- (c) **Advance against Machinery and equipment:**  
 The amount of this advance shall be limited to 10% of the contract value and shall be payable against new machinery and equipment, essentially required for the execution of the work involving substantial outlay and after it is brought to and commissioned at site. Further, the amount of advance shall not exceed 75% of the purchase price of such equipment and will be payable only after the machinery / equipment is hypothecated to the President of India, by a suitable bond or alternatively covered by an irrevocable Bank guarantee for the full cost of the plant and machinery and equipment from a Nationalised Bank in India or state Bank of India in a form acceptable to the Railway. Further this advance is subject to the plant and equipment being insured for the full value and for the entire period for which they are required for the work. This advance is further subject to the condition that the plant and machinery shall not be removed from the site without the written permission from the Railway.  
 No advance shall be given against old plant and machinery.
- (d) **The above advances are subject to the following condition:**
  - (i) The advance shall carry an interest of 12% (twelve percent) per annum.
  - (ii) Advances except those against machinery and equipment, shall be payable against irrevocable bank guarantee from Nationalised bank in India or State Bank of India in acceptable to the Railways.



- (iii) The recovery shall commence when the value of contract executed reaches 15% (fifteen percent) of original contract value, and shall be completed when the value of work executed reaches 85% (eighty five percent) of the original contract value. The installments on each "on-account-bill" will be pro-rata basis.
- (iv) The grant of advance is primarily in Railway's own interest..
- (v) The Contractor does not receive advances for Mobilization for the same machinery and equipment more than once or from more than one source in the contract.
- (vi) In the event of breach of any of the conditions mentioned above for grant of the advance(s) as above, by the contractor, for any reasons whatsoever, the railway shall be at liberty to revoke the advances, at its sole discretion.

- (e) **Method of recovery of interest** :- Interest will be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill( Through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short fall the same will be carried forward to the next on-account bill and will attract interest @12% per annum.  
The bank guarantee for such advances should clearly cover principal plus interest.

**37(B) Incentive Bonus Payment Clause (Not applicable)** :- For early and time bound completion of throughput enhancement works primarily those coming under the plan heads Doubling and Traffic facilities , Incentive Bonus Payment Clause will be applicable subject to following conditions :-

- i) The incentive Bonus payable shall not be more than 1% of the initial contract value or received contract value whichever is less for every one month of early completion ahead of the original completion period or revised completion period whichever is less.
- ii) The maximum incentive payable shall not be more than 6% of the original contract value or revised contract value whichever is less.
- iii) This incentive scheme shall not apply if extension to the original completion period is given irrespective of on whose account (Rly Account) or Contractors' account).
- iv) Period less than a month will not be reckoned for the incentive Bonus calculation.

### **38. CLAIMS**

The contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" certificate in favour of the Railway, in such form as shall be required by the Railway the work are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by "No Claim" certificate or demanding a clearance to arbitration in respect thereof under clause 43(2) of GCC 2008.

The Railway shall not be liable to the contractor for any matter arising out of or in connection with the contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issue of the maintenance certificate under clause 50(I) of GCC.2008.

### **39. RAILWAY PASS OR CONCESSION:**

No Railway pass or concession facilities will be given to the Contractors or their agents and laborers for the execution of the works. Contractor's materials required for execution of the work will have to be carried at the public rate of Railway freight if carried by Railway transport and no concession rate of Railway freight will be applicable.

### **40. TIME OF COMPLETION OF WORK**

This tender is submitted subject to the condition that the tenderer(s) shall complete the works covered by this tender in all respect within the period of time stipulated in Chapter I. The time reckoned from the date of issue of letter of acceptance.



**41. SPECIFICATIONS:**

- (i) All the works shall be carried out in accordance with the specifications contained in these documents.
- (ii) Any specifications, not covered by these documents, shall be in accordance with relevant IRS Codes, IS Codes , IRC codes and MORTH specifications read in the said order or as stipulated/approved by the Railway.

**(iii) CONTRACTOR'S MATERIALS**

- (a) The materials to be supplied by the Contractor for the works covered by these tender documents shall conform to specifications contained in these tender documents.
- (b) If called upon, the Tenderer(s) shall state the actual source of supply of material(s) to be supplied by him and shall submit test certificate & samples for prior approval.
- (c) During the execution of work, all materials brought to site by the Contractor must be Offered for inspection and passed by the Engineer or his representative before being used in the work and such approval shall be recorded in a register maintained for the purpose.
- (iv) Sanitary fittings to be supplied shall be of Hindustan, Nycer and Parry or any other approved brand and are subject to prior submission of samples and their approval thereof.

**(v) PAINTS**

- (A) All paints/distemper/plastic paints to be used shall only be those manufactured by One of the following firms or any other approved brand and of color and shade approved beforehand by the Engineer-at-site.
  - (a) M/s Jenson Nicholson
  - (b) M/s British / Burger paints.
  - (c) M/s Shalimar Paints
  - (d) I.C.I.
  - (e) Nerolac.
- (C) These materials shall be brought in sealed drums and each drum shall be opened in the presence of the Engineer-at-site before use.
- (vi) Samples of any material(s) supplied by the Contractor may be got tested at the Contractor's cost in any recognized laboratory, at the sole discretion of the Engineer-in-charge.

**42. SUPPLY OF MATERIALS**

- (I) It is proposed to supply cement, reinforcement steel and structural steel required for the work as under:

**(A) CEMENT(PPC)**

The Contractor shall supply PPC under Schedule II of these documents and upon their use in the works shall be paid for at the accepted rates in the said Schedule II. Full requirement for the work is proposed to be supplied by contractor under said schedule II. The quantity of cement for payment shall be calculated as per actual consumption in the work and no payment for any wastage shall be done.

**(B) REINFORCEMENT STEEL**

The Contractor shall supply Reinforcement steel under Schedule II of these documents and upon their use in the works shall be paid for at the accepted rates in the said Schedule-II. Full requirement for the work is proposed to be supplied by contractor. The quantity of reinforcement steel for payment shall be calculated on the basis of actual consumption in the respective item(s) of work not allowing for any wastage, cut pieces etc.



**(C) STRUCTURAL STEEL**

The Contractor shall supply structural steel of both types viz. MS conforming to IS 2062: 2006 E 250( A/ B) under Schedule ñC-IIIò of this document for complete work and upon their use in the works shall be paid for at the accepted rates in the said Schedule ñC-IIIò. All wastages etc is considered to be included in the rates and no wastages etc will be allowed.

For items executed under ñ E.C. Railway SOR - 2008ò, as contained in Schedule ñBò, the supply of the materials by the Railway to contractor shall be under the terms and conditions specified in the preface of the book and the introductory remarks on top of each Chapter of the said book subject to the extent of modification detailed herein below:-

- (a) Materials supplied by the Railway from the Store/Godown(s) of JE/SE/(Con)/DOS situated at shall be carried by the Contractor to the site of work by his road vehicle, or by loading in wagons, as per Railway rules as directed by Engineer-at-site. The detention of wagons, if any, shall be on Contractor's account. The tendered rates shall include all loading, unloading, leading, lifting, stacking, handling, crossing of lines / tracks / obstructions etc and no separate payment will be made in this respect (this supersedes provisions of payment for lead, lift of materials as specified in the introductory remarks of various chapters of L&M Schedule 2008)
- (b) The Railway shall not supply any water to the Contractor.
- (II) Materials to be supplied by the Contractor under schedule ñC-Iò, ñC-IIò& ñC-IIIò shall be delivered at the site of consumption and Railway shall make no payment towards handling, transport, storing and safe custody of the same.
- (IV) While transporting and storing Railway materials, the Contractor should guard against any Deterioration damage or loss due to any cause whatsoever (viz cement becoming set due to moisture, steel getting rusted etc) for which the contractor shall make necessary precautions at his own cost and risk. Cost of materials damaged by the contractor shall be recovered as detailed in clause 42 (VI) (b) below.
- (V)
  - (a) In case of supply of cement by the Railway in Jute / Polythene bags, the empty bags, if not required by the Railway, shall be retained by the Contractor for disposal, preferably to the authorized bag collecting agents.
  - (b) In case of supply of cement by the Railway in paper bags (as in the case of imported Cement) the paper bags shall be retained by the contractor for disposal in his own way and no recovery will be made from his bills towards empty paper bags.
- (VI) The quantities of Railway materials issued by the Railway to the Contractor shall be commensurate with the progress of works, and shall be on a written demand from the contractor.
  - (a) All materials issued by the Railway in excess of requirement shall be returned by the Contractor in good condition free of cost at the store of JE / SE (Con) from where they were issued. In case of reinforcing steel, cut pieces to the extent of Maximum 3% (Three percent) of actual consumption shall be the property of the contractor. For cement, no wastage will be allowed. For any excess over the above quantities, deduction at the rate worked out as per Para 42(VI)(b) below would be effected.
  - (b) If the Contractor fails to return excess material issued to him (cement, reinforcing steel, and structural steel), the cost of such excess Materials shall be recovered at last purchase rate or current market rate plus 5% (Five percent) for freight, 12.5% (Twelve and half percent) for Supervision charges and 2% (two percent) towards incidental charges on the quantity not returned.
- (VII) While transporting materials, whether Railways or his own, the Contractor shall be fully Responsible and answerable for any dislocation or damage caused to traffic on Road and for any accident which may occur on the route shall make good the same at his own risk & cost. It



is deemed that the Contractor has fully indemnified the Railway against any claim made by any party for such dislocation, damage or accident and in the event of the Contractor failing to make good such loss, the Railway shall do so, at the Contractor cost, at their sole discretion.

#### **43.0 Stage payment on supply of steel: (Not Applicable)**

This clause will be applicable for works contract of value more than Rs.15.00 (Fifteen) crore each. Stage payment will be applicable for steel physically brought by the contractor to the site (even before its actual use in the work), subject to the following aspects:-

- a) The material shall be strictly in accordance with the contract specifications.
- b) The tender schedule shall provide for individual NS rate to be quoted by the tenderers for steel separately.
- c) The material shall be delivered at site and properly stored under covered sheds in measurable stacks
- d) The quantities of materials shall brought to the site only in such installments that would facilitate smooth progress of work and consumed in reasonable time
- e) Proper accountal in the material register to be maintained in the prescribed format at the site for the receipt and use of the material.
- f) Ownership of such material shall be deemed to vest with the Railways for which the contractor should submit an indemnity bond in prescribed format.  
***Indemnity Bond Performa is available at Annexure-IX of Chapter-III***
- g) Before releasing the stage payment, the contractor shall insure the material at this own cost in favour of Railways against theft, damages, fire etc.
- h) Stage payment in all such cases shall not be more than 75% of the rate of steel awarded in the contract the balance payment shall be released only after the material is actually consumed in the work .
- i) The price variation claim for steel would continue to be governed as per extant PV clause and with reference to delivery at site.
- j) The quantity of steel to be brought to site, and for which stage payment will be admissible, shall be worked out by the contractor in consultation with the Engineer, for the first quarter, from date of issue of LOA + 15 days. Subsequent supply to site shall be done with approval of Engineer, on a quarterly basis, based on actual progress.

#### **44. HIRE OF MATERIALS/EQUIPMENTS ETC & HIRE CHARGES.**

- (i) Railway may provide 90R/52Kg U/S (Scrap) Rails (not exceeding 1000 running meters) and associated fitting such as fish plates fish bolts and dog spikes etc. free of any hire charge subject to availability. These will have to be returned to Railway in same condition after completion of the work.

- (ii) The Railway may give on hire to the Contractor any other material, plant and equipment, if available, on a specific request made by the Contractor to the Railway. But it will not entertain any claim for compensation due to the Railway's failure to do so or on the railways inability to supply such material, plant and equipment be an excuse for slow progress or non-performance of the work.

However, issue of such material, plant and equipment shall not be allowed as a matter of course but permitted only in those cases where the need for help for the Administration could be established having regard to nature and urgency of situation and without adversely affecting the normal requirements of the Railway. A statement of materials thus issued and hire charges recovered should invariably be furnished along with the final bill.

#### **(iii) RECOVERY OF HIRE CHARGES**

The hire charges to be recovered are to be calculated as under

- 1) **Cost of materials** i The cost of materials shall be the book value last purchase rate approved value whichever is higher, plus 5% for freight and 2% for incidental charges thereon. The cost thus arrived at shall be increased by 12.5% for supervision charges as per extent rules.



- 2) **Hire charges-** The hire charges per annum will be calculated on the cost of the materials arrived at as per clause 44(iii)(1) above on the following basis: -
  - (a) Interest on the total cost should be charged at the running rate of dividend Payable by Railway in the General Revenue.
  - (b) Depreciation charges at 10% per annum of the cost arrived at as per Para 44(iii)(1) above to be charged for all classes of materials.
  - (c) Additional depreciation charges at 10% on the total of (a) & (b) above shall be charged to meet the contingencies.
- (iv) The Contractor shall bear the charges for carrying the materials to the site of work and back to store including other incidental charges including loading and unloading etc to the place of work as also back to the depot from where they were issued.
- (v) No cutting of holes shall be allowed in the materials thus issued which shall be returned to the railways in a completely good and serviceable condition. In case of failure of the Contractor to return any material in a good and serviceable condition, the cost thereof shall be recovered from contractor at the rate arrived at as per item 44(iii) (1) above increased by 100%. The decision of the DEN/AEN-in-charge of the work will be final in determining condition of the materials and same shall be binding on the Contractor.
- (vi) Running expenses including fuel, lubricants and stores and labour, if supplied by the railway, will also be paid for by the contractor at the cost to be determined by the Railway.
- (vii) Staff and stores for running the plant may be supplied by the Contractor with approval of Engineer-in-charge. The staff must be properly skilled to operate the plant concerned.

45. **RESPONSIBILITY FOR DAMAGE TO CONTRACTOR'S MATERIALS:**

- (i) The railway Administration will not be responsible for any loss or damage to contractor's materials, equipments, tools and plants due to fire, flood or any other cause(s) whatsoever.
- (ii) The materials issued by the Railway to the contractor for use in the works shall be treated as contractor's materials for this purpose, and the contractor(s) shall make good these materials in the event of any loss/ damage thereto.
- (iii) Works finished but not taken over by the railway shall be treated as contractor's materials for this purpose, and the contractor shall be responsible for making good any loss or damage thereto.

46. **RESCINDING OF CONTRACT** – As per GCC-2008 with up to date correction slips.

47. **ARBITRATION CLAUSE**

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of work or after its completion and whether before or after the determination of the contract shall be referred by the contractor to the Railway and the same will be dealt under clause 63 to 64 (7) of GCC 2008. Before demanding arbitration contractor shall submit his final claim within 30 days of determination of contract for which Railway shall reply within 120 days after receipt of such final claims stating whether all/any of such claims fall under excepted matters under clause 63 of G.C.C. or not. Arbitration can be demanded only for claims not falling under excepted matters in which case decision of Railways is final and binding on the contractor.

48. Vehicles & Equipment's of contractors can be drafted by Railway Administration in case of accidents/natural calamities involving human lives.

49. **ROYALTY:**

- 49.1 The minerals being used by the contractor should be purchased from valid authorized lease / permit holders / authorized dealers. It will be insured by Engineer-at-site.  
In case of Mooram & earth these permits can be obtained from District Mining officer after entering into an agreement with land holder from where mineral is to be extracted.

- 49.2 The Railway shall do the followings to prevent evasion of royalty and illegal mining.



- i. Bill preferred by works contractor in which minor minerals has been used, must be accompanied with an affidavit form 'M' with particulars in form 'N' of the Rules alongwith a photocopy of said affidavit and particulars. Bill should not be entertained unless accompanied with aforesaid documents.
  - ii. The photocopy of the affidavit and the particulars received with the bill should be sent to District Mining Officer / Assistant Mining Officer within whose jurisdiction the mineral was allegedly purchased, for verification. If the said affidavit or information is found wrong, Mining Officer may take necessary / appropriate action against the contract as per rules.
- 49.3 Any increase in royalty after Tender Opening / Negotiation date shall be payable by the Railway. Similarly any decrease in Royalty shall be deducted from the contractor's bills by the Railway.
50. It should be specifically noted that some of the detailed drawings may not have finalized by the Railway and will, therefore, be supplied to the contractor as and when they are finalized on demand. No compensation whatsoever on this account shall be payable by the Railway Administration.
51. No claim whatsoever will be entertained by the Railway on account of any delay or hold up of the works(s) arising out of delay in approval of drawings, changes, modification, alteration, additions, omission and site lay out plan or detailed drawings and design and or late supply of such materials as are required to be arranged by the Railway or due to any other factor on Railway account.
52. No claim for idle labour and or idle machinery etc. on any account will be entertained. Similarly no claims shall be entertained for business loss or any such loss.
53. For some stretch land may not be available or acquired by railway. The land will be made available to contractor on proportionate basis depending upon the progress of contractor on the stretch, wherever land has been made available for the work.

**Witness:**

1.

**Signature of Tenderer(s)**

2.

**Date: .....**



**DETAILS OF WORK OF SIMILAR NATURE OF PRESCRIBED VALUE OR MORE WHICH HAS BEEN COMPLETED IN LAST  
THREE YEARS**

(i.e., current year and last three financial years)

| Sl. No. | Name of Work | Authority under whom the work has been executed | Agreement/ acceptance letter reference with date of issue | Value of work as per agreement / acceptance | Date of actual completion of work/extended date of completion | Value of the work completed | Supporting Document |
|---------|--------------|-------------------------------------------------|-----------------------------------------------------------|---------------------------------------------|---------------------------------------------------------------|-----------------------------|---------------------|
| 1       |              |                                                 |                                                           |                                             |                                                               |                             |                     |
| 2       |              |                                                 |                                                           |                                             |                                                               |                             |                     |
| 3       |              |                                                 |                                                           |                                             |                                                               |                             |                     |
| 4       |              |                                                 |                                                           |                                             |                                                               |                             |                     |
| 5       |              |                                                 |                                                           |                                             |                                                               |                             |                     |
| 6       |              |                                                 |                                                           |                                             |                                                               |                             |                     |



**DETAILS OF CONTRACTUAL PAYMENTS RECEIVED (As Desired in Eligibility Criteria No.2)**  
(i.e. current year and last three financial years)

| Sl. No. | Name of employer/CA issuing certificate/document | Year for which Issue | Amount for which issued | Supporting Document |
|---------|--------------------------------------------------|----------------------|-------------------------|---------------------|
| 1       |                                                  |                      |                         |                     |
| 2       |                                                  |                      |                         |                     |
| 3       |                                                  |                      |                         |                     |
| 4       |                                                  |                      |                         |                     |



**Annexure-III**  
**Chapter III**

**DECLARATION REGARDING ASSOCIATION OF RLY. OFFICER(S)/RETIRED RLY. OFFICER(S) WITH TENDERER(S)**

| Sl. No. | Name | Status with the tenderer | If working in Rly on the date of tendering, designation & place of posting | Date of retirement | Status at retirement | Particulars of permission taken for associating with the tenderer |
|---------|------|--------------------------|----------------------------------------------------------------------------|--------------------|----------------------|-------------------------------------------------------------------|
| 1       | 2    | 3                        | 4                                                                          | 5                  | 6                    | 7                                                                 |
| 1       |      |                          |                                                                            |                    |                      |                                                                   |
| 2       |      |                          |                                                                            |                    |                      |                                                                   |
| 3       |      |                          |                                                                            |                    |                      |                                                                   |
| 4       |      |                          |                                                                            |                    |                      |                                                                   |
| 5       |      |                          |                                                                            |                    |                      |                                                                   |
| 6       |      |                          |                                                                            |                    |                      |                                                                   |
| 7       |      |                          |                                                                            |                    |                      |                                                                   |



**Annexure –IV  
Chapter III****LIST OF COURT CASES DURING LAST 5 YEARS.**

| <b>Sl. No.</b> | <b>Name of work</b> | <b>Value of work</b> | <b>Name of Client Dep't.</b> | <b>Name of the Court</b> | <b>Date of institution of case.</b> | <b>Relief sought from court.</b> | <b>Brief reason of dispute</b> | <b>Final / Present position of the case</b> |
|----------------|---------------------|----------------------|------------------------------|--------------------------|-------------------------------------|----------------------------------|--------------------------------|---------------------------------------------|
| 1              |                     |                      |                              |                          |                                     |                                  |                                |                                             |
| 2              |                     |                      |                              |                          |                                     |                                  |                                |                                             |
| 3              |                     |                      |                              |                          |                                     |                                  |                                |                                             |
| 4              |                     |                      |                              |                          |                                     |                                  |                                |                                             |
| 5              |                     |                      |                              |                          |                                     |                                  |                                |                                             |



**LIST OF ARBITRATION CASES DURING LAST 5 YEARS.**

| Sl. No. | Name of work | Value of work | Name of Client Dep't. | Amount and date of claim preferred | Claim of Dep't. If any. | Brief reasons of disputes | Final / Present position of the case |
|---------|--------------|---------------|-----------------------|------------------------------------|-------------------------|---------------------------|--------------------------------------|
| 1       |              |               |                       |                                    |                         |                           |                                      |
| 2       |              |               |                       |                                    |                         |                           |                                      |
| 3       |              |               |                       |                                    |                         |                           |                                      |
| 4       |              |               |                       |                                    |                         |                           |                                      |
| 5       |              |               |                       |                                    |                         |                           |                                      |



**Annexure –VI  
Chapter III**

**DETAIL OF EQUIPMENTS**

| <b>Sl. No.</b> | <b>Description of equipments.</b> | <b>Numbers available</b> | <b>Detail of purchase</b> | <b>Date of manufacture</b> | <b>Material</b> | <b>How driven (i.e. Petrol/ Diesel/ Electric.)</b> | <b>Condition of the equipment</b> | <b>Where the equipment can be inspected</b> |
|----------------|-----------------------------------|--------------------------|---------------------------|----------------------------|-----------------|----------------------------------------------------|-----------------------------------|---------------------------------------------|
| 1              | 2                                 | 3                        | 4                         | 5                          | 6               | 7                                                  | 8                                 | 9                                           |
| 1              |                                   |                          |                           |                            |                 |                                                    |                                   |                                             |
| 2              |                                   |                          |                           |                            |                 |                                                    |                                   |                                             |
| 3              |                                   |                          |                           |                            |                 |                                                    |                                   |                                             |
| 4              |                                   |                          |                           |                            |                 |                                                    |                                   |                                             |
| 5              |                                   |                          |                           |                            |                 |                                                    |                                   |                                             |
| 6              |                                   |                          |                           |                            |                 |                                                    |                                   |                                             |



**Annexure-VII**  
**Chapter III**

**DETAILS OF TECHNICAL PERSONNEL**

| Sl. No | Name | Age | Technical Qualification(s ) | Position with the tenderer | Commencement of present employment | Total experience. | Emoluments. |
|--------|------|-----|-----------------------------|----------------------------|------------------------------------|-------------------|-------------|
| 1      | 2    | 3   | 4                           | 5                          | 6                                  | 7                 | 8           |
| 1      |      |     |                             |                            |                                    |                   |             |
| 2      |      |     |                             |                            |                                    |                   |             |
| 3      |      |     |                             |                            |                                    |                   |             |
| 4      |      |     |                             |                            |                                    |                   |             |
| 5      |      |     |                             |                            |                                    |                   |             |
| 6      |      |     |                             |                            |                                    |                   |             |



**Annexure –VI(A)**  
**Chapter III**

**DETAIL OF EQUIPMENTS TO BE USED IN PROPOSED WORK.**

| <b>Sl. No.</b> | <b>Description of equipments.</b> | <b>Numbers available</b> | <b>Detail of purchase</b> | <b>Date of manufacture</b> | <b>Material</b> | <b>How driven (i.e. Petrol/ Diesel/ Electric.)</b> | <b>Condition of the equipment</b> | <b>Where the equipment can be inspected</b> |
|----------------|-----------------------------------|--------------------------|---------------------------|----------------------------|-----------------|----------------------------------------------------|-----------------------------------|---------------------------------------------|
| 1              | 2                                 | 3                        | 4                         | 5                          | 6               | 7                                                  | 8                                 | 9                                           |
| 1              |                                   |                          |                           |                            |                 |                                                    |                                   |                                             |
| 2              |                                   |                          |                           |                            |                 |                                                    |                                   |                                             |
| 3              |                                   |                          |                           |                            |                 |                                                    |                                   |                                             |
| 4              |                                   |                          |                           |                            |                 |                                                    |                                   |                                             |
| 5              |                                   |                          |                           |                            |                 |                                                    |                                   |                                             |
| 6              |                                   |                          |                           |                            |                 |                                                    |                                   |                                             |



**Annexure-VII(A)**  
**Chapter III**

**DETAILS OF TECHNICAL PERSONNEL TO BE DEPLOYED IN PROPOSED WORK.**

| Sl. No | Name | Age | Technical Qualification(s ) | Position with the tenderer | Commencement of present employment | Total experience. | Emoluments. |
|--------|------|-----|-----------------------------|----------------------------|------------------------------------|-------------------|-------------|
| 1      | 2    | 3   | 4                           | 5                          | 6                                  | 7                 | 8           |
| 1      |      |     |                             |                            |                                    |                   |             |
| 2      |      |     |                             |                            |                                    |                   |             |
| 3      |      |     |                             |                            |                                    |                   |             |
| 4      |      |     |                             |                            |                                    |                   |             |
| 5      |      |     |                             |                            |                                    |                   |             |
| 6      |      |     |                             |                            |                                    |                   |             |



**Annexure-VIII**  
**Chapter III**

**List of deviations proposed by the tenderer from the tender conditions in terms of Para**  
**11 of Chapter III**

| S.N. | Details of special condition/ stipulation involving deviation from tender conditions | Reason/importance of special condition/ stipulation | Possibility of withdrawal of condition (Yes/No) | Cost of withdrawal of special condition/stipulation |
|------|--------------------------------------------------------------------------------------|-----------------------------------------------------|-------------------------------------------------|-----------------------------------------------------|
|      |                                                                                      |                                                     |                                                 |                                                     |
|      |                                                                                      |                                                     |                                                 |                                                     |
|      |                                                                                      |                                                     |                                                 |                                                     |
|      |                                                                                      |                                                     |                                                 |                                                     |
|      |                                                                                      |                                                     |                                                 |                                                     |



**Annexure-IX**  
**Chapter-III**

**PROFORMA OF IDEMUNITY BOND**

Indemnity for Safe Custody of Reinforcement steel/Structural Steel as per Special Conditions of Contract Agreement No.: \_\_\_\_\_ dated: \_\_\_\_\_ for the work ñ \_\_\_\_\_

”

We (Name of Contractor) \_\_\_\_\_ hereby undertake that we shall hold at our Workshop at Munger bridge site, for and behalf of the President of India and in trust for him the stores/articles(mentioned in annexure, details to be given for quantity for each section and grade) which may be and/or which has been made over to us, in connection with RCC works/fabrication of girders against the contract agreement Noé \_\_\_\_\_ .. Datedé \_\_\_\_\_ .

2. We shall be and remain absolutely responsible for the safe custody and protection of the said stores and articles against all risks, whatsoever, till those and assembled in the bridge to be fabricated against the above mentioned contract and duly delivered to the President of India or to his representative as he may direct and as such do hereby indemnify the president of India against any loss and/or damage to the said stores and articles while in our possession/custody. The said stores and articles shall however be at all times, open to the inspection by officers who may be authored on that behalf by ministry of Railways or its nominee.

3. Should however, at any time any loss or damage to as aforesaid, occurs or a refund become otherwise due to the President of India, he or his representative shall be entitled to recover from us compensation for, and in respect of such loss or damage, if any, or the amount to be so refunded without prejudice to any other remedies which may be otherwise available to the said president of India by way of deduction from any sum due to/or any sum which at any time hereafter may become due to us under this or any other contract.

In the event of any loss or damage as aforesaid, the assessment of such loss or damage and the assessment of the compensation therefore would be made by the President of India or his authorized nominee and the said assessment would be final and binding upon us.

Foré \_\_\_\_\_ .

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**DECLARATION FORM**

For receiving materials from the Railways by the Firm.

ñI/We hereby solemnly declare that the \_\_\_\_\_ ..(Material) obtained is required for the purpose of Manufacturing \_\_\_\_\_ (finished product) against Contract Agreement Noé \_\_\_\_\_ . datedé \_\_\_\_\_. The \_\_\_\_\_ ..(material) will not be utilized for any other purposes or other wise disposed of without the prior approval of the president of India/Railways or his nominee.

***Note:- This Performa is only for guidance and may be changed/amended at any stage at the discretion of Engineer. This is to be submitted on stamp paper of appropriate value at the Contractor's cost.***



**FORM OF MEMORANDUM OF UNDERSTANDING**  
**FOR**  
**JOINT VENTURE AGREEMENT**

1. This Memorandum of understanding is entered this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (Name of Co.) \_\_\_\_\_ a company registered under the Companies Act 1956 having its registered office at \_\_\_\_\_ represented through its Director/Authorized Representative \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART

OR

M/s \_\_\_\_\_ a partnership firm registered under the Indian Partnership Act 1932, having its registered office \_\_\_\_\_ represented through its Partner Shri \_\_\_\_\_ / Authorized Representative \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART.

AND

2. M/s. \_\_\_\_\_ (Name of Co.) \_\_\_\_\_ a company registered under the Companies Act 1956 having its registered office \_\_\_\_\_ represented through its Director or Authorized Representative \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART.

OR

M/s. \_\_\_\_\_ a partnership firm registered under the Indian Partnership Act 19, having its registered office \_\_\_\_\_ , \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART.

AND

3. This Memorandum of understanding executed this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ Name of Co. \_\_\_\_\_ a company registered under the Companies Act 1956 having its registered office at \_\_\_\_\_ represented through its Director/Authorized Representative \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART.

OR

M/s. \_\_\_\_\_ a partnership firm registered under the Indian Partnership Act 19, having its registered office \_\_\_\_\_ , \_\_\_\_\_ through its Partner or Authorized Representative \_\_\_\_\_ (hereinafter referred to as \_\_\_\_\_ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART.

Whereas, East Central Railway, hereinafter referred to as Owner/Customer has invited Tender Nos. \_\_\_\_\_ hereinafter referred to as the ECR Tender for the work of \_\_\_\_\_ hereinafter referred to as the said work.

Whereas, the party of the first part i.e. M/s. \_\_\_\_\_ details to be supplied of the expertise in their field.

Whereas, the party of the second part, M/s \_\_\_\_\_ details to be supplied of the expertise in their field.



Whereas, the party of the third part, M/s \_\_\_\_\_ details to be supplied of the expertise in their field.

AND whereas parties to this MOU, have agreed to co-operate with each other to associate jointly and to form a Joint Venture Firm to participate in the ECR Tender of Indian Railways.

Now, therefore, in consideration of the premises and mutual promises and of the undertaking contained herein, it is hereby agreed as follows: -

1. **The purpose of MOU -**

M/s. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ agree to co-operate with each other for the purpose of joint participation in the ECR Tender and in the event, the contract is awarded, to jointly execute the contract. The broad interfaces and scope of work of each party is set forth below:-

\_\_\_\_\_  
\_\_\_\_\_

2. The name of the Joint Venture firm shall be \_\_\_\_\_

3. The parties, hereto, represent that:

- a) They are in possession of all approvals and valid authorization for the purpose of execution of this MOU.
- b) They have not entered into any agreement/MOU of equal or similar nature with any third party for the ECR tender.

That each of the parties of the JV, agrees and undertake to place at the disposal of the JV, benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility, including the provision of information advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be follows:

M/s \_\_\_\_\_ %

M/s \_\_\_\_\_ %

M/s \_\_\_\_\_ %

**Lead Member:**

That one of the member of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with upto three members and not less than 10% each in case of JV firms with more than three members. In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.

And all rights, interest, liabilities, obligations, work experience and risks (not profits or net losses) arising out of the contract shall be shared or borne by the Parties in proportionate to these shares. Each of the parties shall bound by guarantees, sureties required for the work as well as its proportionate share in working capital and other financial requirements.

4. The parties to this MOU undertake:

- a) That after submission of the tender, the MOU shall not be modified/altered/terminated during the validity of the tender except when modification becomes inevitable due to succession laws etc.,



but in no case the minimum eligibility criteria would be vitiated. The parties to this MOU further agree that the Lead Member will continue to be the Lead Member of J.V. Firm.

- b) That after the contract is awarded the constitution of the J.V. Firm shall not be altered during the currency of contract except when modification becomes inevitable due to Succession Law etc., but in no case the minimum eligibility criteria would be vitiated.

## 5. **JOINT & SEVERAL LIABILITY**

In respect of the ECR tender, all terms shall be complied by each party on back-to-back basis as per specifications of the ECR Tender or any other mutually agreed terms with the Owner/Customer. The Parties hereto shall, if awarded the contract for the project for which the Joint Venture is formed, be jointly and severally liable to the Indian Railways for execution of the project in accordance with the contract. The Parties hereto also undertake to be liable jointly and severally for the loss, damages caused to the Indian Railways in course of execution or due to non-execution of the contract or part thereof or arising out of the contract.

6. Shri \_\_\_\_\_ shall be authorized partner/person on behalf of the Joint Venture to deal with tender, to sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books, and similar such action in respect of ECR tender/Contract. All notices/correspondence with respect to the contracts would be sent only to this authorized member of the J.V. Firm.
7. Notwithstanding anything contained herein, in respect of the ECR Tender, with regard to the internal relationship, the inter se liabilities between the parties shall be in proportion to their respective scope of work and shall be subject to the provisions of this MOU.
8. The Parties agree that with respect of the ECR Tender neither Party, nor any subsidiary company of either Party, nor any joint venture company or any other entity, in which the Party/ies, or are in any way interested, shall compete together with or through any third party, nor shall the Parties advise, consult for, engage in or other wise assist in any way any person or entity or any affiliate thereof in respect of any order or contracts related to the ECR Tender.

## 9. **Responsibility**

Each Party shall assume and accept full responsibility for its Scope of Work and the obligations imposed in the Contract and in this MOU as if it was, with regard to its Scope of Work, an independent partner contracting individually with the Customer. In the event of any defect and damage or any claim arising from the Customer under the Contract or any third party in relation to or as a consequence of any failure to meet the performance specification the Party, within whose Scope of Work the claim arises, shall be entirely responsible for the claim and shall indemnify and hold harmless the other Party from any liability, demand, claim burden cost, expense attorney's fees and costs arising from thereof.

## 10. **Assignability**

No party to the Joint Venture has right to assign or transfer the interest, right or liability in the contract without the written consent of the other party and that of the Railway.

## 11. **Use of Machinery, Instruments, Labour Force etc.**

The Parties hereto undertake that whatever the machinery, instruments, Labour force (including unskilled, skilled, inspectors, Engineers etc.) they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of the work, the Party/Parties having the control over the said machinery, instrument, labour force etc without having any regard to their share of profit and loss agreed to between the Parties in Joint Venture Agreement shall hand over the same at the disposal of the other party who is actually executing the work for purpose of execution of the contract without any hindrance and obstacle.

**12. Duration of MOU**

It shall be valid during entire currency of contract including the period of extension, if any and also till the maintenance period is over or till all the contractual liabilities including warranty/guarantee obligations are discharged completely.

**Applicable Law**

This MOU and any arrangement/agreements regarding the performance shall be construed and interpreted in accordance with and governed by the Laws of India and shall be subject to the exclusive jurisdiction of the courts at PATNA.

**13. Settlement of Disputes**

In the even of disputes arising from this MOU, the Parties to the MOU undertakes to endeavor to settle the said disputes amongst them amicably. However, if the parties fail to resolve the disputes amongst them amicably, the said disputes arising out of or in connection with the present MOU shall be resolved through Arbitration as per the provisions enshrined under the Arbitration and Conciliation Act, 1996 or/and amendments thereof.

- 14.** All communications or notices provided for herein shall be in the English language and be delivered, mailed, or telex-faxed to the Parties addresses as indicated below: -

M/s. \_\_\_\_\_

\_\_\_\_\_

M/s. \_\_\_\_\_

\_\_\_\_\_

All correspondence and notices to the Joint Venture shall be addressed to the Lead Member i.e. M/s. \_\_\_\_\_ /Shri \_\_\_\_\_ at the address stated herein below: -

M/s. \_\_\_\_\_

\_\_\_\_\_

Such communication or notices shall be deemed to have been duly given when so delivered or, if mailed, when received at destination.

- 15.** Each Part shall have full and sole responsibility to bear the expense of and effect the payment of any taxes, duties, special insurance, fees or assessments of any nature whatsoever (including personal income taxes level or imposed on any of its employees or personnel or any of its sub-contractor's employees or personnel)
- 16.** The parties to this MOU declares and certifies that they have not been black listed or debarred by Railways or any other Ministry/Department of the Govt. of India/State Govt. from participation in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were member/partners.

In witness whereof, the Parties have caused this MOU to be executed by their respective authorized representatives on the date and year mentioned here in above.

Signature:-

Signature:-

Signature: -



Shri \_\_\_\_\_ of      Shri \_\_\_\_\_ of      Shri \_\_\_\_\_ of

M/s. \_\_\_\_\_ M/s. \_\_\_\_\_ M/s. \_\_\_\_\_

Signature:-

Signature:-

Shri \_\_\_\_\_ of

Shri \_\_\_\_\_ of

M/s. \_\_\_\_\_

M/s. \_\_\_\_\_

Witnesses: -

1) Name:

Address:-

2) Name:

Address:-

**Note; This Performa is only for the guidance and can be changed/amended at the discretion of the Railway.**



**FORM OF BANK GUARANTEE BOND**  
**GUARANTEE BOND**

In consideration of the President of India (hereinafter called the Government) having agreed to exempt ----- (hereinafter called the said Contractor(S)) from the demand, under the term and conditions of an Agreement dated ----- made between ----- and ----- for ----- (hereinafter called the said Agreement), of security deposit for the due fulfillment by the said Contractor(S) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. ----- (Rupees ----- only), we, ----- (hereinafter referred to as indicates the name of the bank) at the request of ----- (Contractor(S)) do hereby undertake to pay to the Government an amount not exceeding Rs. ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(S) of any of the terms or conditions contained in the said Agreement.

2. We é é é é é é é é é (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount/ claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. é é é é é é é é é
3. We undertake to pay the Government any money so demanded not with standing any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We é é é é é é é é é é é é é é é é é (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till é é é é é é é é é (Office/Department) Ministry of ----- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the é é é é é é é é é é é é é é we shall be discharged from all liability under this guarantee thereafter.
5. We é é é é é é é é é é é é é é é é é (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of Performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the Powers exercisable by the Government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or any such



matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/Supplier(s).
7. We é (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Date the é é é é day of é 200

for é é é é é é é é é é é é é é é é é  
(Indicate the name of Bank)

**Note; This Performa is only for the guidance and can be changed/amended at the discretion of the Railway.**



**East Central Railway,**  
Office of the Dy.Chief Engineer/Con  
Dehri-On-Sone, PO-Dalmianagar,  
Distt. Rohtas (Bihar), PIN ï 821 305

**Tender No. 1 Of 2009-10 (Open)**

**SPECIAL CONDITIONS OF THE CONTRACT (GENERAL)**

**1. COMMUNICATIONS WITH CONTRACTORS (S):**

Subject to and as otherwise provided in this contract, all notices as are required to be given shall be signed by competent Officer of the Railway for and on behalf of The President of India and all other actions shall be taken by the Engineer and/or his representative.

2. The contract shall be governed by the provisions of the GCC-2008 modified to the extent of provisions of these documents.

**3. COMMENCEMENT OF WORK:**

The contractor will commence the work within 15(fifteen) days from the date of issue of the letter of acceptance of the tender, failing which full value of the Earnest Money & P.G. may be forfeited and contract terminated, if P.G. has not been submitted, same will be recovered from other dues of contractor with railways etc.

- 3.1 Arrangement of required land (except approximately the 4 acres of the land that Railway proposes to hand over free of any lease charge) for construction of site office, labour huts, store sheds etc. and arrangement of required water and electricity for all purposes in connection with this work shall be at the contractor's responsibility, liability and cost as per tender conditions. Any delay in making arrangements for the same shall not be taken as an excuse for delay in starting the work.

**3.2 DISMANTLING:**

When dismantling of any existing structure is involved to facilitate the Construction, the contractor shall submit the scheme for dismantling of the existing structure. Execution shall be done after approval of Railway.

- (a) The dismantling of structure should be done under proper supervision and as per approved scheme of dismantling
- (b) At major dismantling sites minimum level of supervision shall be Senior Section Engineer (In-charge), who should be nominated by Dy. Chief Engineer/ Con. in writing.
- (c) The dismantling Plan should be scrutinized by the Drawing Office and approved by H.O.D. in case of Construction Organization. The dismantling plan should invariably show various stages of dismantling, equipments to be used for dismantling, area likely to be affected by debris, any adjacent buildings likely to be affected and action to be taken thereof.
- (d) Proper barricading should be done to stop access of unauthorized personnel near the dismantling area. Wherever necessary, assistance of RPF should be taken to prevent people from coming close to dismantling area. The contractor should also display sign Boards warning people not to enter the danger zone.



- I. Proper announcement through public address system should be done at regular intervals to keep the onlookers away from the major dismantling affected Zone.
- II. The adjacent building likely to be affected by dismantling should also be informed and workers shall take all precautionary measures.
- III. In area where law and order is likely to be affected, assistance of local Police should be taken to keep people away from dismantling area.

### 3.3 SAFETY MEASURES:

The following measures should be adopted to ensure safety of the trains as well as work force.

- i) The contractor shall not start any work without the presence of Railway Supervisor at site.
- ii) Wherever the road vehicles and/or machinery are required to work in the close vicinity of railway line, the work shall be so carried out so that there is no infringement to the Railway's schedule of dimensions. For this purpose the area where road vehicles and/or machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning/reversal of road vehicles/machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.
- iii) The look out and whistle caution orders shall be issued to the trains and speed restrictions imposed where considered necessary suitable flagmen/detonators shall be provided where necessary for protection of trains.
- iv) The supervisor/workmen should be counseled about safety measures. A competency certificate to the contractor's supervisor as below shall be issued by AEN, which will be valid only for the work for which it has been issued.

#### COMPETENCY CERTIFICATE

Certified that Sri é é é é .P.Way supervisor of M/s é é é é é has been examined regarding P.Way working on é é é é ...work. his knowledge has been found satisfactory and he is capable of supervising the work safely

**Assistant Engineer**

- v) The unloaded ballast/rails/sleepers/other P.Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.
- vi) Supplementary site specific instructions, wherever considered necessary, shall be issued by the Engineer-in-charge.

### 4.1 PROGRAMME FOR COMPLETION OF WORK & EXTENSION OF TIME OF COMPLETION



Immediately after receipt of the letter of acceptance, the contractor will submit a detailed programme in the form of a Bar Chart (showing various important activities) for completion of the work within the stipulated completion period, duly signed, for the approval of Engineer in-charge of the work. A separate statement indicating the schedule and time frame of materials, labour and equipment and other arrangements to be made by the contractor for the work, should also be submitted. Every extension of time of completion will be dealt under clause 17 of GCC 2001.

During execution of work contractor shall also submit each month works revised programme indicating original approved programme and measures taken to make up the slippage from the original programme, if any. He shall also submit monthly progress/programme in the form of PERT chart with weekly break up of activities in first week of every month.

#### 4.2 **EXTENSION OF TIME FOR COMPLETION WORK ON CONTRACTOR ACCOUNT**

The existing tender clause 17(B) of GCC provide for recovery of liquidated damages from the contractor delay in completion of work. The competent authority while granting extension of time for existing contract under clause 17(B) of GCC may impose token penalty instead of liquidated damage as deemed fit based on the merits of the case and no case this shall be more than ½% (Half percent) per week.

#### 5 **EQUIPMENTS**

The contractor shall bring to the site, necessary equipments, tools and plants for carrying out the work within 15 (Fifteen) days of the letter of acceptance, and report to the Engineer-at-site.

#### 6. **PREVENTION OF ACCIDENTS**

- (A) The contractor shall not allow any road vehicle belonging to him or his supplier's etc to ply in Railway land next to the running line. If for execution of certain works viz. earthwork for parallel Railway line and supply of ballast for new or existing rail line, gauge conversion etc. Road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the Engineer-in-charge for permission giving the type & number of individual vehicle, name & license particular of the drivers, location duration & timings for such work/ movement. The Engineer-in-Charge or his authorized representative will personally counsel, examine and certify, the road vehicle drivers, contractor's flagmen and supervisor and will give written permission giving names of road vehicle's drivers, contractor's flagmen and supervisors to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:
  - (i) Nominated vehicles & drivers will be utilized for work in the presence of at least one flagman & one supervisor certified for such work.
  - (ii) The vehicles shall ply 6.0 m clear of track. Any movement/work at less than 6.0 m and up to minimum 3.5m clear of track center shall be done only in the presence of Railway employee authorized by the Engineer-in-charge No part of the road vehicle will be allowed at less than 3.5m from track center. Cost of such railway employee shall be borne by the Contractor.
  - (iii) The Contractor shall remain fully responsible for ensuring safety & in case of any accident shall bear cost of all damages to his equipment & men and also damages to railway & its passengers.
  - (iv) Engineer-in-charge may impose any other condition necessary for a particular work or site.
- (ii) Road vehicle can ply along the track after suitable cordoning of track with minimum distance of 6 m from the center of the nearest track. For plying of road vehicles during night hours, adequate



measures to be communicated in writing along with a site sketch to the contractor/contractor's representative and controlling Engineer/Supervisor in-charge of the work including officers and the in-charge of the section.

- (vi) The road vehicles will ply only between sunrise and sunset
- (vii) The vehicles shall ply 6 m clear of track. Any movement/work at less than 6 m and upto minimum 3.5m clear of track center shall be done only in the presence of railway employee authorized by the Engineer in Charge. No part of railway employee authorized by the Engineer in charge. No part of the road vehicle will be allowed at less than 3.5m from track center. Cost of such railway employee shall be borne by the railway.
- (viii) The contractor shall remain fully responsible for ensuing safety and in case of any accident shall bear cost of all damages to his equipments & men and also damages to railway & its passengers.
- (ix) Contractor shall provide 150mm thick white line with lime at a distance of 3.5m from center of existing track. This white line shall be in the entire length where work is going on and/or the vehicles/machinery is playing along the track. Nothing extra shall be paid for this.
- (x) Barricading with the help of portable fencing shall be provided in the length where the days work is to be done in close vicinity of the track. The fencing shall consist of self-supporting steel columns shall be of 1.2 m heights. This will be placed at a distance of 3.5 form centerline of the nearest track.
- (xi) Railway representative not less than a junior engineer shall issue competency certificate after checking license and their working to all drivers of nominated vehicles/machinery. Inspector at site shall ensure that the driver who does not possess competency certificate will not work at site.
- (xii) The area between running line and white line shall not be permitted to become slushy and adequate drainage must be ensured at all times.
- (xiii) If vehicle/machinery/materials are to come within 3.5m of the existing track, work must be done under the presence of an inspector authorized to do safety works. A caution order shall be issued and track will be protected with the banner flags, hand signal lamps and detonators.
- (xiv) Where contractor's vehicles are permitted to ply adjacent to the running lines, experienced Gang man shall be posted by the Railway as Flagman at the cost of the contractor to prevent accidents and the cost so incurred will be recovered from the contractor's dues.
- (xv) The contractor(s) shall be responsible for the safety of his workmen and shall provide them with necessary standard wear and apparel consistent with the nature of work being executed by his workmen.
- (xvi) The contractor(s) shall ensure the safety of his workmen by posting necessary flagman, whose job will be to caution the workmen of approaching trains, when his workmen work on or near running Railway tracks.
- (xvii) The contractor(s) shall protect the site of work, e.g. excavated areas, by adequate fencing and/or other suitable means to prevent accidents to his own workmen, Railways men or any member of the public.
- (xviii) Should any accident takes place, the total cost of such damage including the cost of treatment/loss and/or compensation shall be payable by the contractor. In case of Railway under any circumstance or law of the country pays such damage; the same shall be fully recovered from the Contractor(s) due.



- (B) During the execution of works, unless otherwise specified the contractor shall at his own cost provide materials for an execute all shorting, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.
- (C) Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the contractor, except with the permission of the Engineer. All compensation claimed for any unauthorized closure, cutting through, alternation, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the contractor by deduction from any sums which may become due to him in terms of the contract, or otherwise according to law.
- (D) During progress of work in any street or through farm, the contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or through fare and for any drainage, water supply or means of lighting which may be interrupted by reason of the execution of the works and shall correct and maintain at his own cost barriers lights and other safeguards as prescribed by the Engineer for the regulation of traffic, and provide watchmen necessary to prevent accidents. The work shall in such cases be executed day and night if so ordered by the Engineer and with such vigor so that the traffic way be impeded for as short a time as possible.
- (E) The contractor shall be responsible to take all precautions to ensure the safety of the public property or railway property and shall post such lookout men as may in the opinion of the Engineer be required to comply with regulations appertaining to the work
- (F) The contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and whenever occurring on the work to the Engineer or the Engineer's Representative and shall make every arrangement to tender all possible assistance.
- (G) The Contractor shall be responsible for all risk to the works and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway and this although all reasonable and proper precautions may have been taken by the Contractor and in case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid any expenses whether of any such payment, defense or compromise, and the incurring of any such expenses shall not be call in question by the Contractor.
- (H) The area of work should be demarcated by providing barricades and signboard, which will enable the workmen posted at site and also the lorry drivers to have clear guidelines of movement of vehicles.
- (I) All the work inside a tunnel, deep cuttings, on bridges, constricted areas etc. Should be carried out in accordance to the provisions in Chapter VIII of IRPWM and Para 1009 of Bridge manual 1098 and preferably under block protection.

7. **SAFETY FIRST BOOK.**



The successful tenderer(s) i.e. the contractor(s) shall purchase, if he does not already possess a copy of the booklet "SAFETY FIRST" which may be purchased from the office of the Chief Administrative Officer (Con) / East Central Railway, Mahendrugat, Patna - 4.

#### 8. **ENGAGEMENT OF ENGINEERING GRADUATES/DIPLOMA HOLDERS**

In addition to the technical staff which the contractor may already be having, the contractor will be required to employ immediately on commencement of the work, fresh unemployed Civil Engineering Graduates / Diploma holders without any experience, as specified below:-

| No of Engineering Diploma Holders to be employed                  | Duration                         |
|-------------------------------------------------------------------|----------------------------------|
| 1 Engineering degree Holders and<br>2 Engineering Diploma Holders | Till the completion of the work. |

The Civil Engineering Degree and Diploma Holders will be taken under training by the contractor(s) on a stipend of not less than Rs. 6000/- and Rs 3000/- per month respectively for a period of six months. Those who complete the period of six months, will there after be paid as under for entire balance contract period:

|                              |                                    |
|------------------------------|------------------------------------|
| Civil Engineer Degree holder | Not less than Rs10000/- per month. |
| Diploma Holder               | Not less than Rs5000/- per month.  |

These Degree/Diploma holders shall not be related to the contractor. In case of non-compliance of this condition, the contract may be rescinded in terms of clause-62 of GCC ĩ 2008.

#### 9. **TOOLS AND PLANTS**

It should be clearly understood that it is entirely the Contractor's responsibility and liability to find, procure and use all machinery, tools and plants 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 import difficulties or any other cause whatsoever will not be taken as an excuse for not carrying out the work.

#### 10. **QUALITY ASSURANCES**

- (i) The Contractor will submit QAP (Quality Assurance Programme) conforming to ISO 9001 or similar accreditations, in details in regard to the measures, which will be taken by them for quality assurance during execution of the work. The details should include the ISO 9001 or similar accreditation measures to be adopted, testing facilities to be developed at site and consultants to be engaged in this regard if any.
- (ii) The contractor shall create a separate Quality Assurance Cell which shall be responsible exclusively for monitoring of quality aspects as per approved Quality assurance plans etc, specifications and contract conditions. No personnel of this cell shall, in any case, be involved in execution of works.
- (iii) During the execution of work, the Firm will have to comply with all the measures directed by the Engineer to ensure quality of work. The decision of the Engineer in this regard will be final.
- (iii) In case a contractor executes a work, which is below the specified structural strength, the work shall be dismantled and re-executed at contractor's cost at the sole discretion of the Engineer at site.



- (v) In case a contractor executes a work which is structurally up to specification, but sub-standard in finish, the same may be approved and accepted by the Railway in case where finish is not so important, at the Railway's sole discretion, provided that where such a work is accepted, the payment for such work shall be at 80% of rates accepted for such work in the Schedule of items.

**11. WORKMEN OF THE CONTRACTOR (S)**

- (i) It would be appreciated by the Contractor(s) that there are a number of areas of work where no amount of supervision by Railway can ensure proper quality of work. The quality can only be ensured if competent, experienced and skilled workmen are employed to carry out the job.
- (ii) The Contractor shall, therefore, engage workmen having adequate competence, experience and skill for doing the work at site.
- (iii) In case the Engineer-at-Site finds that any one or more of the workmen of the Contractor is not competent or is in-experienced or not skilled enough, he may order the contractor to remove such workmen from the site of work and to replace them by other suitable workmen. The Contractor shall be bound to remove such workmen from site and to replace them by suitable workmen without any claim and/or delay, the decision of the Engineer-at-Site shall be final and binding on the contractor.

**12. USE OF EXPLOSIVES.**

- 12.1 Arrangement, storage and use of explosive for blasting will be the responsibility of the contractor, in accordance with Law & Regulations in force at the material time, including obtaining necessary licenses.
- 12.2 All equipment's, machinery, tools, like large capacity air compressors, Pneumatic rock drills, power shovels, dumpers shall be arranged, maintained and operated by the contractor.
- 12.3 The contractor(s) shall be responsible for taking full precautions for ensuring proper safety of life and property adjoining the areas, where explosives are used/ stored and shall pay for all the damages caused as a result of use/storage of explosives.
- 12.4 Tenderer's special attention is drawn to the conditions of contract in respect of Explosive and Blasting as enumerated in clause 35 of GCC 2008 Part-II.

**13. NIGHT WORK:**

The contractor shall have to carry on with the work during night if considered essential to maintain the progress of the work and his quoted rates should be inclusive of any additional expenditure involved in the working at night. Such work should, however, be made by the contractor at his cost. Prior permission of Dy.CE/Con shall be obtained for night working. Permission once given by Dy.CE/Con may be withdrawn if considered necessary due to any reason.

**14. APPROACH ROAD ETC:**

The contractor at his own cost shall develop and maintain all the required approach roads for proper execution of various items of this contract.

**15. MAINTENANCE PERIOD:**

Contractor has to maintain the completed works in satisfactory condition for a **period of 12 months** from the date of completion/handing over of all the works covered under this contract.



16. **COMPLETION DRAWINGS:**

Contractor shall, within his quoted rates, prepare and submit detailed completion drawings of all the works executed by him, prepared in AUTOCAD, in three copies on tracing sheets, six copies on paper-sheets and three copies in CD. Drawings may be submitted in phased manner as the works get completed as directed by Engineer. However, all the drawings shall be submitted within 30 days of date of completion.

17. **CONTRACTOR TO STUDY DRAWING & SPECIFICATIONS ETC. AND HIS LIABILITY**

The tenderer shall be responsible for close scrutiny of the approved drawings supplied by the Railway. For any discrepancies, error or omissions in the drawings or in other particulars indicated therein, the contractor shall approach the Railway immediately for rectification of such discrepancies, errors and omissions. If any dimension/figure/ features etc. on approved drawings or plans differ from those drawings or plans issued to the tenderers at the time of calling of the tender, the dimensions as figured upon the approved drawings or plans shall be taken as correct. No claim shall be entertained on this account and decision of Railway shall be final, binding and conclusive on the contractor.

18. **LAND FOR OFFICE AND FABRICATION YARD/STORE/ASSEMBLY YARD ETC:**

The Railway Administration will arrange free of cost land not exceeding total **four acres** for contractor's office at site, field workshop, stores, assembly and batching plant yard etc. This may be made available either at north end of the bridge or in parts at both ends of the bridge as per requirement of the contractor. In case, the contractor requires more than four acres of the land then, Railway may acquire such additional land on lease as per contractor's request. But in such case, the contractor shall have to bear lease charges decided by state govt. and in addition, shall have to pay 12.5% extra as railway supervision charges towards acquisition of the additional land. These lease charges and supervision charges shall have to be borne by the contractor and shall be recovered in equal installments from two subsequent bills (after payment to state govt by Railway) of the contractor. ***Railway shall not be responsible for any delays in arranging additional land in excess of stipulated four acres. Any delays in work execution on this account shall be on the contractor's account.***

Abovementioned land is situated below design/actual HFL and contractor shall have to make all arrangements for protection of materials/products/equipments and all establishments from all kinds of the dangers likely to be posed due to floods or any other reasons whatsoever. Contractor shall develop and protect the land and his establishments at his own Cost. Contractor shall, at his own cost, arrange to remove any obstructions like overhead/underground electric/telephone lines in the land. Land required by the contractor for labour or staff colony or other purposes will have to be arranged by him at his own cost.

19 **PROJECT MANAGEMENT AND SITE FACILITIES BY THE CONTRACTOR:**

Contractor shall provide following office/site facilities at the bridge site/other locations for ensuring smooth and efficient communication and work execution. Cost of these facilities is deemed to be included in the quoted rates and nothing extra shall be paid for this item.

- (i) Contractor shall supply round the clock electricity in site offices of Railways located at the north end of bridge during the entire contract work.
- (ii) Contractor shall provide total two computers of approved configuration (two desktops/ laptops) with least one colour laser printer-cum-fax machines capable of printing A/3 size for Railway offices. The contractor shall also provide two competent and qualified operators who should be aware of hardware and software both. Contractor shall maintain and always keep above machines in the good working conditions and take away the same at the time of completion of the works.



- (iii) Non compliance of above conditions may attract a penalty upto Rs. 25 thousand per month, as decided by Engineer, whose decision in this regard shall be final, binding and conclusive. In case, above facilities are not provided by contractor then Railway may provide the same at the contractor's cost, out of the penalty amount.
20. The contractor (at his own cost) will keep deployed at least one survey team, consisting of one competent surveyor, two competent survey staff and a **TOTAL STATION SURVEY INSTRUMENT** of approved configuration **WITH ALL OTHER ACCESSORIES** for exact and precise setting out of the all the works. Contractor shall also have to make/maintain adequate numbers of secondary reference survey pillars/points/towers of suitable dimensions.

**Witness:**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Signature of Tenderer(s)**

**Date:**



East Central Railway,  
Office of the Dy.Chief Engineer/Con  
Dehri-On-Sone, PO-Dalmianagar,  
Distt. Rohtas (Bihar), PIN – 821 305

CHAPTER-V

LETTER OF APPLICATION BY THE TENDERER

FORM OF TENDERER

**Tender No. 1 of 2009-10 (Open)**

Dated : \_\_\_\_\_

From: \_\_\_\_\_

Full Address : \_\_\_\_\_

\_\_\_\_\_

To  
The Dy. Chief Engineer (Construction), On behalf of President of India.  
East Central Railway  
Dehri- On-Sone .

**Name of Work:-** Preparation of drawings on Auto CAD for works in connection with new B G line under the jurisdiction of Dy CE/Con/Dehri-On-Sone

WHEREAS the President of India acting through the East Central Railway Administration and their authorized officers have invited sealed tenders for the above mention work.

1. AND WHEREAS I/We \_\_\_\_\_  
\_\_\_\_\_ have read the Tender Notice pertaining to the aforesaid Tender.
2. AND WHEREAS I/We, \_\_\_\_\_  
\_\_\_\_\_ have obtained these tender documents, from East Central Railway (Construction Dept).
3. AND WHEREAS I/We, \_\_\_\_\_  
\_\_\_\_\_ have perused these tender documents and have visited the site and have satisfied ourselves as to the nature of work and the site condition.



4. AND WHERE AS I/We \_\_\_\_\_ forward a

sum of Rs \_\_\_\_\_ towards the  
Earnest Money in one or more \_\_\_\_\_ of the following forms:-

\*(i) Deposit in cash with Divisional Cashier / East Central Railway, Danapur or Sonapur and  
attach herewith the money receipt No. \_\_\_\_\_ dated \_\_\_\_\_  
obtained there from.

\*(ii) Deposit receipt, or Pay Order, or Demand Draft from \_\_\_\_\_ Bank for a  
sum of Rs \_\_\_\_\_ in favour of Financial Adviser & Chief Accounts  
Officer(Con) East Central Railway, Patna and endorse Account payee and valid up to  
\_\_\_\_\_.

5. AND WHERE AS I/We, \_\_\_\_\_

\_\_\_\_\_ understand that the above mentioned total earnest money  
has been deposited subject to the stipulation made in this tender document.

6. AND WHEREAS my / our address for all communication shall be as under-

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. AND WHEREAS I/We, \_\_\_\_\_

\_\_\_\_\_ state that in the event of this offer being  
unsuccessful, the aforesaid total Earnest Money deposited by us may be refunded to us by a  
Cross Cheque on the Bank and its branch mentioned below:-

- (J) Reserve Bank of India / Kolkata.
- (K) Reserve Bank of India / Patna
- (L) State Bank of India / Ranchi.
- (M) State Bank of India / Garhwa
- (N) State Bank of India / Daltonganj
- (O) State Bank of India / Varanasi
- (P) State Bank of India / Dhanbad
- (Q) State Bank of India / Rampur hat.

8. AND WHERE S I/We, \_\_\_\_\_



\_\_\_\_\_ here by sign those tender documents by virtue of the legal authorities vested with me / us to tender into commitment on behalf of the tenderer / tenderer(s), documentary support where of is enclosed.

9. Now. Therefore, I/We, \_\_\_\_\_

\_\_\_\_\_ here by submit these tender as an offer for doing the work defined in those documents at the rate quoted in the schedules contained herein, and special conditions and rates given in the covering letter\*.

10. It is certified that all the statements made in this offer and also in the required alterations are true and correct.

11. This application is made in the full understanding that:

- (a) The offer by the tenderer(s) will be subject to verification of all information submitted will this tender document.
- (b) Your Railway reserves the rights to :-
  - Amend the scope and value of contract at any moment
  - Reject or accept this offer, and reject all applications / offers without any financial liability.

**\* (\*) Strike out whichever is not required.**

Signature of Tenderer(s)

Date \_\_\_\_\_

Witness on behalf of Tenderer.

1. Signature \_\_\_\_\_  
Name & Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name & Address \_\_\_\_\_

3. Signature \_\_\_\_\_  
Name & Address \_\_\_\_\_



**East Central Railway,  
Office of the Dy.Chief Engineer/Con  
Dehri-On-Sone, PO-Dalmianagar,  
Distt. Rohtas (Bihar), PIN – 821 305**

**CHAPTER-VI**

**Tender No. 1 of 2009-10 (Open)**

**Name of Work:** Preparation of drawings on Auto CAD for works in connection with new B G line under the jurisdiction of Dy CE/Con/Dehri-On-Sone

**Assessed cost:** -514350/-

**Schedule of items (Rates to be quoted in this rate sheet only)**

| Sl. No.    | Description of item                                                                                                                                                                       | Rate (% above/below/at par) |          |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------|
|            |                                                                                                                                                                                           | In Figure                   | In words |
| Schedule-A |                                                                                                                                                                                           |                             |          |
| 1.         | Over all percentage above/below over the basic cost of all the items under Annexure of Schedule-A (Approx. basic cost <b>Rs. 514350</b> ) As per details in <b>Annexure of schedule-A</b> |                             |          |

**Notes: -**

1. Rates shall have to be quoted as percentage above or below for each schedule separately. Tenderers must not quote item wise rates. In case any tenderer quotes unified percentage for each schedule and also quotes item wise rates against individual items, no cognizance would be taken for the item wise rates quoted by the tenderers. However, railways reserves the right to cancel any tender wherein item wise rates has been quoted.
2. If any tenderer(s) wishes to give any rebate on the above rates quoted by him, the same shall be quoted by him in schedule-D attached. Rebate offered, shall apply in all the above schedules.
3. Key dates have been indicated in Para 22, Chapter-IV of tender document.

**Witness: -**

- 1.
- 2.

**Signature of tenderer**

**Dated:** \_\_\_\_\_



**EAST CENTRAL RAILWAY  
(Construction Department)**

**Schedule – ‘D’**

**(REBATE)**

**Tender No. 1 of 2009-10 (open)**

**Name of Work** Preparation of drawings on Auto CAD for works in connection with new B G line under the jurisdiction of Dy CE/Con/Dehri-On-Sone

I/we offer general rebate of-----% (In figures) % -----  
----- (in words) as lump sum rebate on all items of all schedules (viz. Schedule ñA-  
to Schedule ñCò ) of these tender Schedules;

**NOTES:**

1. If any tenderer wishes to give any rebate on the rates quoted by him, the same can be filled by him in this schedule.
2. It is to be noted that such rebate if offered, shall apply on the rates quoted for all the items in all the other Schedules of the tender documents. Such a rebate shall be totally unconditional.
3. In case a tenderer does not wish to give any rebates, he should write ‘NIL’ in this schedule. In case nothing has been filled in by the tenderer in this schedule it will be treated as ‘NIL’ and shall be so recorded in the blanks above at the time of opening of the tender by the officials opening the tenders.
4. If any tenderer gives any type of conditional rebates, such rebate shall not be considered for evaluation of the tender.

**Witness**

- 1.
- 2.

**Signature of Tenderer**

**dated:** \_\_\_\_\_



**East Central Railway  
(Construction Department)**

Page 70 of 72  
Annexure of Schedule ñAð

**Tender No 1 of 2009-10 (open)**

**Name of Work:** Preparation of drawings on Auto CAD for works in connection with new B G line under the jurisdiction of Dy CE/Con/Dehri-On-Sone

**Annexure of Schedule “A”**

| Sl. No. | Description of work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Unit           | Qty.               | Estimated Rate (Rs) | Amount (Rs) |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------|---------------------|-------------|
| 1       | Preparation of bridge drawings long section, yard diagrams, building drawings on Auto CAD as per direction of Railway on good quality tracing paper (thickness not less than 80 GSM. The original drawing should be submitted in the office of DyCE/Con/Dehri-On-Sone. The rate is inclusive of the following .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | m <sup>2</sup> | 450 m <sup>2</sup> | 1143.00             | 514350.00   |
|         | (i) The Bridge drawing should show the details of existing bridges (if any) ,plan and elevation of proposed bridge as per standard RDSO/Designed from outside agency drawings for bridges,showing the cross section at relevent locations,writing important notes & referenceson right hand side of the drawing ,making blocks for signature of Railway officilas.<br>(ii) The long section should be drawn to proper scale showing the reduced level of proposed railway track, formation, level original ground level proposed gradient hight/cutting of proposed bank. These RL should be shown at a every 50m interval. The centreline of bridges, level crossing gates & curve particulars should also be shown at top of the sheet. Yard particulars should also be shown along with other such details as desired by the railway officials<br>(iii) The yard diagram should show all the railway lines including existing structures such as traction mast cabin, platform lines etc. & other such details as desired by railway officials.<br>(iv) Building drawings should show all the details on plan, front & wide elevation etc. |                |                    |                     |             |
|         | <b>Total Basic Cost</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                |                    |                     | 514350.00   |

**Note-** The contractor have to install a computer, printer (A-3 size) with other accessories along with a skilled person to draw the drawings in Auto CAD in the office of Dy.CE/C/DOS . Railway will provide space along with power connection for the computers and its accessories in the premises of concerned railway office. The draft print on paper from the desk jet plotter shold be provided to railways for checking. The contractor has to take out final print of approved drawing as and when desired by Railway. The print on tracing paper and blue print are to be arranged by the contractor on his own. For large size drawing prints may be taken at any other place as per the convenience of the contractor. Railway shall give technical support during preparation of drawings to the contractor.

**Witness:-**

1.

Signature of tenderer

2.

Dated: \_\_\_\_\_



1.



*East Central Railway*

*(Construction Department)*

*Tender Document*

*of*

*Tender Notice No. 1 of 2009-10 (Open)*

*Tender No. 1 of 2009-10(Open)*

*Date of Dropping of Tender Document:-12/05/2009*

*Extended Date of Dropping of Tender Document:-20/05/2009*

*Date of Opening of Tender Box:-12/05/2009*

*Extended Date of Opening of Tender Box:-20/05/2009*

***Name of Work:-*** Preparation of drawings on Auto CAD for works in connection with new B G line under the jurisdiction of Dy CE/Con/Dehri-On-Sone

:

*Office of the Deputy Chief Engineer (Con)  
Dehri -On- Sone.*

***PART-II***

**East Central Railway**  
Office of the Dy.Chief Engineer/Con  
Dehri-On-Sone, PO-Dalmianagar,  
Distt. Rohtas (Bihar), PIN ĩ 821 305

**(Additional Special Conditions of Contract)**

1. The Contractor will have to provide skilled person to draw the drawings in auto CAD .Railway will provide space along with power connection for the computer and its accessories in the premises of DyCE/C/DOS office if requested by the contractor. However the contractor will have to keep his own computer and accessories always ready elsewhere in case of non availability of the same in Dy CE office.
2. The contractor will have to provide all equipments, manpower, consumables to complete the drawing in all respect.
3. The time taken for the preparation of a drawing in Auto Cad should normally be 3 days after preparation of drawing. The contractor will have to submit a draft copy of the drawing on plain paper for approval/correction by Railway officials.
4. All correction will be shown by the Railway Engineer in the draft copy of the drawings and given to the contractor for the correction. The contractor will rectify/modify the drawing as per the instructions maximum up to 2 times without any extra cost.
5. The drawings shall be in standard size of Auto CAD as far as possible. The drawing may be in large size than A 0 if required as per standard scale.
6. Contractor will supply soft copy of the drawing in CD/Pen drive as per the instruction of Engineer.
7. A log book shall be maintained for execution of all the items of schedule with relevant details, which shall be signed by the contractor & Railway officials. This log book will form the basis of payment to the contractor.
8. The drawing prepared by the contractor will be sole property of Railway and contractor will not reproduce and use the same for any purposes without the prior approval of Railway.

**Schedule of submission of Drawings:**

1. GAD-Draft copy in 3 days and final copy in 7 days from the date of order.  
100% payment will be made after drawing are proof checked and accepted by Railways.
4. **Special conditions:**
  - (i) General condition of Contract, 1969 and 2001 of Eastern Railway shall form the part of contract agreement.
  - (ii) Security deposit shall be deducted as per the rules of works contracts.
  - (iii) The total work can be divided and awarded amongst different consultant at the discretion of the Railways.

Witness:

1. \_\_\_\_\_

2. \_\_\_\_\_

Signature of Tenderer(s)

Date \_\_\_\_\_

**END OF TENDER DOCUMENT**

