



START OF TENDER DOCUMENT

**EAST CENTRAL RAILWAY
(CONSTRUCTION DEPARTMENT)
TWO PACKET SYSTEM**

of

TENDER NOTICE No. 62 of 2015-16 (Open)/North in Two Packet System

TENDER No. 70 of 2015-16 (Open)/ North in Two Packet System

NAME OF WORK: Construction of Barrack , Road, Drain and residual work of Administrative building, Staff Canteen, Staff quarters (Type-II = 125 units,TYPEIII=56UNIT, Type-IV = 03 units & Type-V = 02 units), other offices etc. and other miscellaneous work in connection with setting up of new 11 BN / RPSF battalion at Garhara..

Date of Dropping of Tender Document: 11.05.2016

Date of Opening of Tender Box: 13.05.2016

PACKET-I - TECHNICAL BID

PACKET-II - FINANCIAL BID

*Office of the Chief Administrative Officer (Con)
Mahendrugat, Patna - 800 004*



EAST CENTRAL RAILWAY
(CONSTRUCTION DEPARTMENT)
TWO PACKET SYSTEM

of

TENDER NOTICE No. 62 of 2015-16 (Open)/North in Two Packet System

TENDER No. 70 of 2015-16 (Open)/ North in Two Packet System

NAME OF WORK: Construction of Barrack , Road, Drain and residual work of Administrative building, Staff Canteen, Staff quarters (Type-II = 125 units,TYPEIII=56UNIT, Type-IV = 03 units & Type-V = 02 units), other offices etc. and other miscellaneous work in connection with setting up of new 11 BN / RPSF battalion at Garhara..

Date of Dropping of Tender Document: 11.05.2016

Date of Opening of Tender Box: 13.05.2016

PACKET-I - TECHNICAL BID

PACKET-II - FINANCIAL BID

PART-I

PACKET-I - TECHNICAL BID

East Central Railway
Office of the Chief Administrative Officer (Con)
Mahendrughat, Patna - 800 004

Tender Notice No. 62 of 2015-16 (Open)/North in (Two Packet System)

Tender No . 70 of 2015-16(Open)/North in (Two Packet System)

Forwarding Letter: Detailing salient features of the tender

Issued to: _____

Name of work:- Construction of Barrack , Road, Drain and residual work of Administrative building, Staff Canteen, Staff quarters (Type-II = 125 units,TYPEIII=56UNIT, Type-IV = 03 units & Type-V = 02 units), other offices etc. and other miscellaneous work in connection with setting up of new 11 BN / RPSF battalion at Garhara.

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-II.
- 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 **Process of tendering:-** This tenderer are being invited following two packet system, Pocket - I will contain Technical Bid and Pocket - II will contain Commercial Bid /Financial Bid. On the scheduled date of opening, only packet -I will be opened in the presence of tenderers. The technical capabilities of the tenderers will be examined by the Railway based on the documents submitted by them in Pocket -I as per the eligibility criteria laid down in the tender notice. The successful tenderer who will be considered technically acceptable and eligible will be informed and the commercial bids of these tenderers will be opened on the date and time notified to these tenderers. The commercial bids of unsuccessful tenderers will not be opened and will be returned back to them.



This tender document contains **107 pages** (including cover pages) and consisting of **VIII chapters**.

Chapter No.	Nature of document	Page reference
	PART-I (Packet-I) Technical Bid	1-2
I	Forwarding letter	3-6
IA	Declaration by Tenderer	7
II	Tender Notice/Corrigendum(s)	8-11
III	Conditions of tender and instruction to tenderer(s) with Annexure I to XI	12-63
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V	Form of tender	73-76
VI	Summary of Taxes	78-79
	PART - II (Packet-II) Financial Bid	80
VII	Schedules of Work	81-107

- 6.0 After completing the tender documents, they should be separately sealed in two different envelopes and marked clearly **PACKET-I** (containing **PART-I Technical Bid** documents) and **PACKET-II Financial Bid** (Containing **PART-II** documents). These two envelopes will then be placed inside a 3rd envelope. The name of the work and the tender no shall be clearly written on the 3rd envelope and shall be submitted duly sealed by the due time and date of dropping of tender.
- 7.0 These tender documents also include as integral part of these documents, the East Central Railway's General Conditions of Contract **2014** as amended by updated correction slips here in after referred to as "**GCC-2014**", E.C. Railways Unified Standard Schedule of Rates (USSR) Engineering Department 2012, as amended by updated correction slips hereinafter referred to as East Central Railway's "Unified Standard Schedule of Rates (USSR 2012), Engineering Department 2012" Indian Railway unified Standard Specifications for (Works and Materials) Engineering Department 2010 as amended by updated correction slips and all other books/codes/manuals etc. mentioned else where in these documents. These books are hereinafter called the "Books of Reference". General arrangement drawings enclosed with these documents are only for guidance and may change during detailed design approval/execution stage.
- 8.0 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 "tender document" 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.
- 9.0 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.
- 10.0 **Scope of the Work:** Scope of the work under this work has been described in detail in Para **3** of Chapter **III**.
- 11.0 **Approximate cost of the work:** The tender assessed cost of the work covered by this tender is approximately Rs. 22,03,12,067/- (Rs Twenty two crore three lakh twelve thousand sixty seven) only as per details given in Annexure:



- 12.0 Date of dropping and opening:** As per tender notice and corrigendum(if any) as per chapter –II of these documents.
- 13.0 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.
- 14.0 Opening of the tender:** The Tender will be received/dropped in the offices of CAO/Con/EC Rly. Mahendrughat, Patna and CAO/Con/Northern Railway, Kashmiri gate, Delhi on the date of dropping as indicated in Tender Notice till 12.00 hrs when the tender box would be closed, and will be opened on as indicated in Tender Notice at 12.30 hrs at CAO/Con/EC Rly. Mahendrughat, Patna only in presence of the Tenderers or their authorized representatives who wish to remain present. First the main sealed cover will be opened. Then the technical bid will be opened. The financial bid will be opened subsequently only for those tenderers who have qualified in the technical bid as per eligibility criteria mentioned in the tender document.
- In case the tender dropping day is declared a holiday on account of any reason, the tender box shall be closed at the same time on the next working day and if opening day is also declared a holiday , the tender box shall be opened at the same time on the next working day .*
- 15 **Amount of Earnest Money:** Rs. 12,51,560/- (Rs. Twelve lakh fifty one thousand five hundred sixty) only. The amount of earnest money required to be deposited along with the tender in Packet-I. which has been indicated in the tender notice/Corrigendum.
- 16 **Validity of the tender:** Tenderer shall keep his tender open for a period of 180 days from the date of opening of the tender.
- 17 **Period of Completion:** 24 (Twenty four) Months. The successful Tenderer shall complete the entire work within the period specified in the tender notice viz. 24 (Twenty four) Months. The period starts from the date of issue of the letter of acceptance by the Railway to such Tenderer.
- ¹⁸ **Schedule of Items:** The tenderer shall fill in his rates for doing this work on the prescribed page/sheet of the chapter VII of these documents. Rebate, if any should be quoted in Schedule "D" as contained in Chapter VII. Various items of the works covered under this work have been detailed in Schedules A, B- I, B-II, B-III, B-IV, B-V, B-VIII, B-X,B-XII,B-III & B-XV (Unforeseen item of USSOR 2012, not covered in Sch-BI, BII , BIII, B-IV, BV, B-VI, B-VII, B-VIII, B-IX, B-X, B-Xi, B-B-XII, B-XIII & B-XIV) which includes eleven annexure viz. A-I(for schedule A), B-I (for schedule B-I), B-II (for schedule B-II), B-III (for schedule B-III), B-IV (for schedule B-IV), B-V(for schedule B-V), VI (for schedule B-VIII), VII (for schedule B-X), VIII (for schedule B-XII) & B- IX (for schedule B-XIII) enclosed in chapter VII enclosed in chapter VII of this tender documents.*
- 19 Rates shall have to be quoted as percentage above, below or at par 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.



- 19.0 **Specifications of the work:** The work shall be carried out as per specifications contained in the tender document or otherwise referred to.
- 20.0 **Advance to the Contractor:** Not Applicable in terms of clause 37A of chapter-III.
- 21.0 **Price variation clause:** Applicable in terms of clause 35 of chapter -III.
- 22.0 **Purchase preference clause:** Not applicable in terms of clause 9 of Chapter-III.
- 23.0 **Incentive Bonus Clause:** Not Applicable in terms of clause 37B of chapter-III.
- 24.0 **State payment on supply of steel:** Applicable in terms of clause 43 of chapter-III.
- 25.0 **Accepting Authority:** The acceptance of this tender rests with the **CAO/Con/North** for and on behalf of the President of India.

Enclosures: The tender document **Total 107 pages**

Witness

1.

Signature of Tenderer

2.

Date _____



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

CHAPTER-IA

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, . 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.	Name of Payee	IFSC Code	Nature of Account	Option for payment through RTGS/NEFT (Yes/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)

OPEN TENDER NOTICE NO. - 25 of 2015-16 (Open)/North (TWO PACKET SYSTEM)
1. SEALED OPEN TENDER (TWO PACKET SYSTEM) IS INVITED ON BEHALF OF THE
PRESIDENT OF INDIA FOR THE UNDER MENTIONED WORK:

S N	Tender No.	Name of work	Approx cost (Rs)	Cost of tender form (Rs.)	Earnest money (Rs.).	Time of completion	Date of dropping ----- Date of opening
1	28 of 15-16 Open)/ North (two packet system)	Construction of Barrack , Road, Drain and residual work of Administrative building, Staff Canteen, Staff quarters (Type-II = 125 units, TYPE III=56UNIT, Type-IV = 03 units & Type-V = 02 units), other offices etc. and other miscellaneous work in connection with setting up of new 11 BN / RPSF battalion at Garhara	22,03,12,066/-	10,000/-	12,51,560/-*	24 (Twenty four) Month	11.05.16 (up to 12.00 Hrs) ----- 13.05.16 at 12.30 Hrs.

Note:- *The Earnest Money should be in cash or Banker's Cheque/Demand Draft in favour of FA & CAO/Con/East Central Railway, Mahendrugat, Patna, executed by State Bank of India or any of the Nationalized Banks or by a schedule Bank. The cash may be submitted with divisional cashier, East Central Railway at Danapur or Sonapur.

- The above tender should be submitted in two packets. Packet –I should consist of details of only technical and financial capabilities which should be furnished in the Proforma given in Annexure-I, II, III, IV, V, VI & VII of Chapter-III of the tender document together with the particulars in support of the capabilities in regard to eligibility criteria given under Para 3 below. No conditions having any financial implications should be included in Packet I. Packet II shall consist of financial bid and will contain all commercial offers.
- Tender forms are available from the office of CAO/Con/EC Rly. Mahendrugat, Patna on production of demand draft from any nationalized/Scheduled bank in favour of FA & CAO/Con/ECR, Mahendrugat, Patna or money receipt issued by the Divisional Cashier, East Central Railway, Sonpur/Danapur Division for the cost of tender document mentioned above between 10.00 Hrs. to 16.00 Hrs on any working day from **08.04.16 to 10.05.2016**. 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/C/EC Rly, Mahendrugat, Patna.
- Tenders can be dropped simultaneously in prescribed tender boxes placed in the offices of CAO/Con/E.C Rly. Mahendrugat, Patna & CAO/Con/Northern Railway, Kashmere Gate, Delhi on **11.05.2016** up to 12.00 hrs. and **Packet-I- Technical Bid will be opened on 13.05.2016** at 12.30 Hrs in the office of CAO/Con/ECR/Mahendrugat/Patna in presence of tenderers or their authorized representative, 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, tenders will be opened on the next working day at the same place & time.

Tender can also be sent to chief Admn. Officer, EC Rly, Mahendrugat, Patna-4 by registered post/speed post/courier service to reach before 12.00 hrs. of the date of dropping.

However, Rly. will not be responsible for non receipt or delayed receipt of such tenders.

The tender must be submitted with proper amount of Earnest Money. The Earnest Money should be in cash or Banker's Cheques/Demand Draft in favour of FA & CAO/Con/East Central Railway, Mahendrugat, Patna, executed by State Bank of India

or any of the Nationalized Banks or by a schedule Bank. The cash may be submitted with divisional cashier, East Central Railway at Danapur or Sonapur.

Tender without proper Earnest Money will be summarily rejected. The tender form is not transferable.

Eligibility criteria:-

5.1 Contractor must have **satisfactorily** completed in the last three previous financial years and current financial year **up to the date of opening of the tender**, one similar single work for a minimum value of 35% of Advertised tender value, is clarified as under

Similar nature of work physically completed within the qualifying period, i.e. the last 3 financial years and current financial year **up to the date of opening of the tender** (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

5.2 Total contractual **payments** received during last 3 financial years and in the current financial year **up to the date of opening of tender**, should be a minimum of 150% of advertised tender value as per audited balance sheet duly certified by the Chartered Accountant etc.

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.

Credentials issued by Central Government., State Government, Central PSU's / PSE's, State PSUs PSE's and other Government Agencies shall only be acceptable. Credential from private individuals shall not be accepted.

***Similar work means: "Any civil Engineering work."**

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. 10.0 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) **Mobilization advance to contractor is not applicable.**
 - (b) **Purchase preference clause is not applicable.**
 - (c) **Price variation clause is applicable.**
 - (d) **Incentive Bonus Payment Clause is not applicable.**
 - (e) **Stage payment on supply of steel is applicable.**
7. **Performance Guarantee (P.G.):** Please note that in addition to Security Deposit, the successful bidder shall have to submit a Performance Guarantee within 30 (thirty days) days from the date of issue of Letter of Acceptance (LOA) @ 5% of Contractual value in form of a Bank Guarantee Bond in token of commitment to complete the work successfully. Extension of time for submission of PG beyond 30(Thirty) days and up to 60(Sixty) days from the date of issue of LOA may be given by the competent authority. However, a panel interest of 15% per annum shall be charged for the delay beyond 30 (Thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 (Sixty) days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- a) 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.
 - b) Performance guarantee shall be released after satisfactory completion of the work. The procedure for releasing should be same as for security deposit.
 - c) 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 independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or partnership firm, then every member /Partner of such firm shall be debarred from participating in the tender for balance work either in his/ her individual capacity or as partner of any other JV/Partnership firm.
8. **Whereas Income tax and Sales tax shall be deducted from the Contractor's bills as per extant instructions issued from time to time, the Contractor shall furnish certificate of payment of Royalty charges from the concerned State Mining department before payment of such bills.**
9. **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> or <http://www.ecr.indianrailways.gov.in>
 - ii. The tender documents will also be available on website "<http://www.tenders.gov.in> or <http://www.ecr.indianrailways.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.

- iii Tenderers are requested to visit the website 10 days before for latest corrigendum/corrections etc in response to this tender.
- iv Tenderer should sign each and every page of tender documents and its Annexure/enclosures attached by them. A certificate in this regards should be furnished by them as per proforma furnished in tender documents. No cognizance will be given in any unsigned document enclosed as ANNEXURE/ Enclosure.

For CAO/Con/North



A handwritten signature in black ink, appearing to be 'da', is written above a horizontal line.

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

Tender No. 70 of 2015-16 (Open)/North in (Two Packet System)

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-2014.
- 2) E.C. Railway Engineering Department Unified Standard Schedule of Rates Engineering Department 2012", as amended by updated correction slips (termed USSR, 2012) up to the date of tender dropping.
- 3) Standard specifications contained in Indian Railway unified Standard Specifications for (Works and Materials) Engineering Department 2010.
- 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 Standard (IRS) Bridge sub-structure and foundations code-code of practice for the design of the substructure and foundation of Bridges adopted 1936 – Revised – 1985 (Hereinafter referred to as "Substructure Code")- with up to date correction slips.
- 8) IRS : Welded Bridge code for steel bridge girders- 2001
- 9) IRS : Fabrication and Erection of Steel Girder Bridges & Locomotive Turn Tables. (B1- 2001).
- 10) IRS: Erection and Riveting of Bridge Girders (B2-1979)
- 11) IRS: Specification for Steel Bridge code Revised 1962.
- 12) Indian Railways Bridge Manual, 1998.
- 13) Indian Railways P. Way Manual. 2004
- 14) Indian Railways Works Manual 2000
- 15) Indian Railways MANUAL ON THE DESIGN AND CONSTRUCTION OF WELL AND PILE FOUNDATIONS(1985)



(B) Indian Roads Congress codes and specifications.

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

(C) Indian Standards Codes & Specifications:

- 1 IS: 34 – White lead for paints.
- 2 IS: 57 – Red lead for paints and other purposes.
- 3 IS: 75 – Linseed oil, raw and refined.
- 4 IS: 77 – Linseed oil, boiled for paints.
- 5 IS: 102 Ready mixed paints, brushing, red lead, non-settling, priming.
- 6 IS: 104 – Ready mixed paint, brushing, zinc chrome, priming.
- 7 IS: 123 – Ready mixed paints, brushing, finishing, semi-gloss, for general purposes to Indian Colors etc.
- 8 IS: 280- Mild steel wire for general engineering purposes.
- 9 IS: 383- Coarse and fine aggregates from natural sources for concrete.
- 10 IS: 456- Plain and reinforced concrete.
- 11 IS: 487- Brush, paint and varnish.
- 12 IS: 516 – Method of test for strength of concrete.
- 13 IS: 786- Conversion factors and conversion tables.
- 14 IS: 800 General constructions in steel.
- 15 IS: 814- Covered electrodes for manual metal arc welding.
- 16 IS: 816- Metal arc welding for general construction in mild steel.
- 17 IS: 817- Training and testing of metal arc welders.
- 18 IS: 819- Resistance spot welding for light assemblies in mild steel
- 19 IS: 875 (all 5 parts) – design loads (other than earthquakes) for buildings and structures.
- 20 IS: 883 – Design of structural timber in buildings.
- 21 IS: 887 – Animal tallow.
- 22 IS: 1024 – Welding in bridges and structures subject to dynamic loading.
- 23 IS: 1148- Hot rolled rivet bars (up to 40mm dia) for structural purposes.
- 24 IS: 1149- High tensile steel rivet bars for structural purposes.
- 25 IS: 1182- Radiographic examination of butt joints in steep plates.
- 26 IS: 1200 (all relevant parts) - Method of measurement of building and civil engineering works.
- 27 IS: 1261 - Seam welding in mild steel.
- 28 IS: 1270- Metric steel tape measure.
- 29 IS: 1323- Oxy-acetylene welding for structural work in mild steel.
- 30 IS: 1343 – Prestressed concrete.
- 31 IS: 1786- High strength deformed steel bars & wires for concrete reinforcement.
- 32 IS: 1791 – Batch type concrete mixers.
- 33 IS: 1852- Rolling and cutting tolerances for hot rolled steel products.
- 34 IS: 1892- Subsurface investigations for foundations.
- 35 IS: 1915- Steel bridge code
- 36 IS: 1929 – Hot forged steel rivets for hot closing (12 to 36mm dia)



- 37 IS: 2062 – Steel for general structural purposes.
- 38 IS: 2074- Ready mixed paint, air drying, red oxide-zinc chrome, priming.
- 39 IS: 2131- Standard penetration test for soils.
- 40 IS: 2132- Thin walled tube sampling of soils
- 41 IS: 2339- Aluminum paints for general purposes, in dual container.
- 42 IS: 2386 (all 8 parts) – Tests for aggregates for concrete.
- 43 IS: 2595- Radiographic testing.
- 44 IS: 2720 (all 41 parts) - Method of tests for soils.
- 45 IS: 2911- Design and construction of pile foundation.
- 46 IS: 3085- Method of test for permeability of cement mortar and concrete.
- 47 IS: 3502- Steel Chequered plates.
- 48 IS: 3764- Safety code for excavation work.
- 49 IS: 3955- Design and construction of well foundations.
- 50 IS: 4081- Safety code for blasting and related drilling operations.
- 51 IS: 4326- Earthquake resistant design and construction of buildings.
- 52 IS: 5624- Foundation bolts.
- 53 IS: 5666- Etch primer.
- 54 IS: 6586- Metal spraying for protection of iron steel.
- 55 IS: 6925- Methods of test for determination of water soluble chlorides in concrete admixtures.
- 56 IS; 7205- Safety code for erection of structural steel work.
- 57 IS: 7215- Tolerances for fabrication of steel structures.
- 58 IS: 7293- Safety code for working with construction machinery.
- 59 IS: 7320 – Concrete slump test apparatus.
- 60 IS: 8112- 43 Grade OPC.
- 61 IS: 8500- Structural steel – Micro alloyed (Medium and high strength qualities).
- 62 IS: 8629- Protection of iron and steel structures from atmospheric corrosion.
- 63 IS: 9103 – Admixtures for concrete.
- 64 IS: 9595- Metal Arc Welding.
- 65 IS: 10262- Concrete mix design.
- 66 IS: 13920- Ductile detailing of reinforced concrete structures subjected to seismic forces.
- 67 SP 6, 7, 16, 21, 22, 23, 24, 34, 36, 52, 60.

(D) Miscellaneous:

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

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

- 3. **SCOPE OF TENDER:** Construction of Barrack , Road, Drain and residual work of Administrative building, Staff Canteen, Staff quarters (Type-II = 125 units,TYPEIII=56UNIT, Type-IV = 03 units & Type-V = 02 units), other offices etc. and other miscellaneous work in connection with setting up of new 11 BN / RPSF battalion at Garhara.
- 4. **ELIGIBILITY CRITERIA:** As per tender notice and corrigendum's in chapter II 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 or 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) **The Earnest Money should be in cash or Banker's Cheques/Demand Draft in favour of FA & CAO/Con/East Central Railway, Mahendrughat, Patna, executed by State Bank of India or any of the Nationalized Banks or by a schedule Bank.**

ii) **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).

iii) **APPROPRIATION TOWARDS SECURITY DEPOSIT:**

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.

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.
- (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 receipts, pay orders or demand drafts executed by State Bank of India or any of the Nationalized Bank or by a scheduled bank.
- (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, and 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 tender 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-2014 shall 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 VII. Various items of the works covered under this work have been detailed in ***in Schedule of Items: The tenderer shall fill in his rates for doing this work on the prescribed page/sheet of the chapter VII of these documents. Rebate, if any should be quoted in Schedule "D" as contained in Chapter VII. Various items of the works covered under this work have been detailed in Schedules A, B- I, B-II, B-III, B-IV, B-V, B-VIII, B-X, B-XII, B-III & B-XV (Unforeseen item of USSOR 2012, not covered in Sch-BI, BII, BIII, B-IV, BV, B-VI, B-VII, B-VIII, B-IX, B-X, B-Xi, B-B-XII, B-XIII & B-XIV) which includes eleven annexure viz. A-I(for schedule A), B-I (for schedule B-I), B-II (for schedule B-II), B-III (for schedule B-III), B-IV (for schedule B-IV), B-V(for schedule B-V), VI (for schedule B-VIII), VII (for schedule B-X), VIII (for schedule B-XII) & B- IX (for schedule B-XIII) enclosed in chapter VII enclosed in chapter VII 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 fees duties, royalties, rent and compensation to owners for surface damages or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties of expenses for which contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specifications.

However, change of rate of statutory taxes of the State/Central Government and levy of any new type of such statutory tax after the date of dropping of tender 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 Unified Standard Schedule of Rates (USSR) 2012.

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-"D" of these documents. It is to be noted that such rebate, if offered, shall apply in all the schedules (other than schedule-"D") 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 "D". In case nothing has been quoted by the tenderer in schedule-"D" and the space is left blank, it will be treated as "NIL" and shall be so recorded (in the schedule-"D") 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 envelope super-scribed with the tender number, name of work and date and place of opening as per chapter-I and should be submitted in the office of **CAO/Con/E.C Rly., Mahendrughat, Patna, CAO/Con/NR. Rly, Kashmiri gate, Delhi on the date of dropping of the tender.**
- ii) Tender, sealed and super-scribed as mentioned above, can also be sent by Registered Post to the office of CAO/Con/North E.C Rly., Mahendrughat, **Patna. No** tender will be 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 –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, along with 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 performa given in Annexure VIII.

12. OPENING OF TENDER:

Tenders will be opened in public at the scheduled time and place as per chapter-I. 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) /North East Central Railway, Mahendrughat, Patna 800 004 or **Dy.Chief Engineer (Con)/II/Samastipur**, East Central Railway, 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.

15.A Partnership Deeds, Power Of Attorney Etc.:

- (i) **The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership Firm/Joint Venture (JV)/Society etc. The tenderer(s) who is/are constituents of Firm, Company, Associated or Society shall enclose self-attested copies of the Constitution of their concern, Partnership Deed and Power of Attorney along with their tender. Tender documents in such cases shall to be signed by such persons as may be legally company, Association or Society, as the case may be.**
- (ii) **The tenderer shall give full details of the Constitution of the Firm/JV/Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:**
- (a) **Sole Proprietorship Firm:** The tenderer shall submit the notarized copy of the affidavit.
- (b) **Partnership Firm:** The tenderer shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the agreement, witness measurements, sign the Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim(s) preferred by the firm sign 'No Claim Certificate', refer all or any dispute to arbitration and to take similar action in respect of all tenders/contracts OR said tender/contract.
- (c) **Joint Venture (JV):** The tenderer shall submit documents as mentioned in Clause 65 of GCC.



- (d) **Company registered under Companies Act-1956:** The tenderer shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Article of Association) of the Company and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the tender on behalf of the Company.
- (e) The tenderer shall submit (i) Self attested copy of the certificate of registration (ii) Deed of formation and (iii) Power of Attorney in f/o the tender signatory.
- (iii) It is mentioned in the tender that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc. but above mentioned document/s (as applicable) are not enclosed along with tender, the tender shall be summarily rejected. If it is NOT mentioned in the tender that it is being submitted on behalf of / by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc. then the tender shall be treated as having been submitted by the individual who has signed the tender. After opening of the tender, any document pertaining to the constitution of the Firm/JV/Society etc. shall neither be asked nor be entertained/considered.
- (iv) A tender from JV/Consortium/Partnership Firm etc. shall be considered only where permissible as per the tender conditions.
- (v) The Railway will not be bound by any power of attorney granted by the tendere or by changes in the composition of the firm made subsequent to the submission of tender. It may, however, recongnize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

- 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 individual 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 an authorized 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 bound by any Power of Attorney granted by the Tenderer or by changes in the composition of the firm made subsequent to the execution of the Contract 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 10 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 or Mechanical) 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 **The Joint Venture Firm shall be required to submit Earnest Money Deposit (EMD) alongwith the tender in the form of cash or Banker's Cheque/Demand Draft in favour of FA & CAO/Con/East Central Railway, Mahendrughat, Patna, executed by State Bank of India or any of the Nationalized Banks or by a schedule Bank..**
- 17.6 One of the member of the JV firm shall be its lead members who shall have a majority (at least 51%) share of interest in the JV firm and also, must have satisfactorily completed in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single work for a minimum value of 35% of advertised tender value. The other members shall have a share of not less than 20% each in case of JV firms with up to 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%.
- 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 firm, their 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 the tender).
- 17.8 Once the tender is submitted, the MOU shall not be modified/altered/terminated during the validity of the tender. In case the tenderer fails to observe /comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- 17.9 Approval for change of constitution of JV firm shall be at the sole discretion of Employer (Railways). The constitution of the JV firm shall not be allowed to be 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 get vitiated. However the Lead Member shall continue to be the Lead Member of the JV firm. Failure to observe this requirement would render the offer 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 get 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 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(Letter of acceptance), an agreement among the members of the JV firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act, or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV agreement shall be submitted by the JV firm to the Railways before signing the contract agreement for the work. 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 – 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 due to non execution of contract or part thereof.
- 17.12.2 Duration of the Joint Venture Agreement – It shall be Valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- 17.12.3 Governing laws – The joint venture agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 17.13 Authorized Member – 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 of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
- In case one or more members is/are Proprietary Firm or HUF the
- 17.15.2 following documents shall be enclosed.
- Affidavit on Stamp paper of appropriate value declaring that his/she concern is a Proprietary Concern and he/she is sole proprietor of the Concern or he is in position of "KARTA" of Hindu Undivided Family



(Huf)and he /she has the authority, power and consent given by other partners to act on behalf of HUF.

17.15.3 In case one or more members is/are limited companies the following documents shall be submitted :

1. 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 of the Company to sign JV agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
2. Copy of Memorandum and articles of Association of the company.
3. Power of Attorney (duly registered as per prevailing law) by the company 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 are not black listed or debarred by Railways or any other Ministry/Department/PSU(Public sector undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV firm in which they were/are members

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:(a or b mentioned hereunder):-

(a) Either the JV firm or Lead member 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 similar single work for a minimum of 35% of advertised value of the tender.

OR

(b)(i)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.), for each component, at least 35% of the value of any of such component individually for single similar nature of work should have been satisfactorily completed by the JV Firm or by any member of the JV Firm in the previous three financial years and the current financial year up to the date of opening of tender. The member satisfying technical eligibility criteria for the largest component of the work shall be the lead member and that member shall have a majority (at least 51%) share of interest in the JV firm.

(ii) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it,as part of the tender documents without any ambiguity. Any work or set of works shall be considered to be a separate component, only when cost of the component is more than Rs.2 Crore each.

(iii)However, as long as the JV firm or any member of the JV firm meets with the requirements, in one or more components of the work, and has completed a minimum of 35% of the advertised value of the tender for the same value of the component, and resultantly, all the members of JV collectively, then meet the prescribed technical eligibility criteria, the JV shall stand technically qualified.

NOTE:

Value of a completed work done by a Member 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 his/her compliance of the above mentioned technical eligibility criteria 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 Member 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 – 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 –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) 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(s) 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.
- (iii) 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.
- (iv) 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 equal to or more than Rs. 50.00(Fifty) Crore:- Security Deposits may be accepted in form of irrevocable Bank



Guarantee, however in case of risk and cost tenders Security Deposit shall be recovered only from running bills.

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)

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value: (In case of Risk and Cost tenders the failed contractor/JV who's any partner is the failed contractor will have to submit Performance Guarantee amounting to 10% of the contract value.)

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Government Securities including State Loan Bonds at 5% below the market value;
- (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or 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 Defence Certificates;
- (ix) Ten years Defence Deposits;
- (x) National Defence Bonds and
- (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

NOTE: The instruments as listed above will also be acceptable for Guarantees in case of Mobilization Advance.

(a) The Performance Guarantee shall be submitted by the successful bidder after the Letter Of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.



- (b) The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5%(five percent) for the excess value over the original contract value shall be deposited by the contractor."
- (c) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (d) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
- (e) The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of :
- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under provision of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

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 release 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: 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, 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.

(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

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:
 - (a) Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;
 - (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
 - (c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO/FA&CAO(C) and approval of General Manager.
3. In cases where decrease is involved during execution of contract: The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
 - (a) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - (b) It should be certified that the work proposed to be reduced will not be required in the same work.
4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose



is defined as an item whose original agreement value is less than 1% of the total original agreement value.

5. No such quantity variation limit shall apply for foundation items.
6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
7. For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
8. For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.
9. For tenders accepted by Board Members and Railway Ministers, variations upto 110% of the original agreement value may be accepted by General Manager.
10. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained. 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 as per Income Tax Act, 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 5% of gross work value. This is further subject to increase or decrease as per extant instructions/Act/ Rules in this regard.

35. PRICE VARIATION CLAUSE:

(A) GENERAL

- (i) Price variation clause shall be applicable only for tenders of value Rs. 50 lakh and more, irrespective of the contract completion period.
- (ii) If required, the percentages of various components, as details in para 5 of price variation clause in GCC may be varied by the concerned SA grade office in consultation with concerned FA & CAO, keeping in view the special features and complexities of the work involved.
- (iii) Price variation clause to the General Conditions of Contract as detailed under instructions mentioned herein shall be applicable with prospective effect.



1. Price Variation Clause shall be applicable only for tenders of value as prescribed by the Ministry of Railway through instructions/circulars issued from time to time and irrespective of the contract completion period. **Variation in quantities shall not be taken into account for applicability of PVC in the contract.**

Materials supplied free of cost by Railway to the contractors shall fall outside the purview of Price Variation Clause. It, in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/recovery of price variation.

2. The Base Month for 'Price Variation Clause' shall be taken as month of opening of tender including extensions, if any, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the month of opening of tender. The Price Variation shall be based on the average Price Index of the quarter under consideration.
3. Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible on account on fluctuations in market rates, increase in taxes/any other levies/tolls etc. except that payment/recovery for overall market situation shall be made as per Price Variation Clause given hereunder.
4. Adjustment for variation in prices of material, labour, fuel, explosives, detonators, steel, concreting, ferrous, non-ferrous, insulators, zinc and cement shall be determined in the manner prescribed.
5. Components of various items in a contract on which variation in prices be admissible, shall be Material, Labour, Fuel, Explosives, Detonators, Steel, Cement, Concreting, Ferrous, Non-ferrous, Insulator, Zinc, Erection etc. However, for fixed components no price variation shall be admissible.
6. The percentage of labour components, material component, fuel component etc. in various types of Engineering Works shall be as under.

Component	Percentage	Component	Percentage
(A) Earthwork Contracts:			
Labour Components	50%	Other Material Components	15%
Fuel Components	20%	Fixed Components *	15%
(B) Ballast and Quarry Products Contracts:			
Labour Components	55%	Other Material Components	15%
Fuel Components	15%	Fixed Components *	15%
(C) Tunnelling Contracts:			
Labour Components	45%	Detonators Components	5%
Fuel Components	15%	Other Material Components	5%
Explosive Components	15%	Fixed Components *	15%
(D) Other Works Contracts:			

Labour Components	30%	Fuel Components	15%
Material Components	40%	Fixed Components *	15%

* It shall not be considered for any price variation.

7 The Amount of variation in prices in several components (labour material etc.) shall be worked out by the following formulae:

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

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

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

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

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

$$(vi) \quad Ms = O \times (Bs - Bs_0)$$

$$(vii) \quad Mc = A \times (Wc - Wc_0) / Wc_0$$

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.

Ms = Amount of price variation in steel

Mc = Amount of price variation in cement.

O = Weight of steel in tones supplied by the contractor as per the on account bill for the month under Consideration.

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 minus the price values of cement and steel. 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).

A = Value of cement supplied by contractor as per on account bill in the quarter under consideration.

I₀ = 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.

W₀ = 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.
- Fo = 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 o = 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.
- Do = 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.
- Bs = 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 (or) as prevailing on the first day of the month in which steel was brought to the site by the contractor whichever is lower.
- Bso = 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.
- Wco = Index No. of whole sale price of sub group (of cement) as published in RBI Bulletin for base period.
- Wc = Index No. of whole sale price of sub group (of cement) as published in RBI Bulletin for the coverage price index of the 3 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.

- 8 The demands for escalation of cost shall be allowed on the basis of provisional indices made available by Reserve Bank of India. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.
9. Relevant categories of steel for the purpose of operating Price Variation formula, as mentioned in this Clause in this Clause, based on SAIL's ex-works price plus Excise Duty thereof, shall be as under:

SL	Category of Steel Supplied IN	Category of Steel Produced By
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	Railway Works	Sail Whose Ex-Works Price Plus Excise Duty Would Be Adopted To Determine Price Variation
1	Reinforcement bars and other rounds	TMT 8mm IS 1786 Fe 415/Fe 500
2	All types and sized of angles	Angle 65 × 65 × 6 mm IS 2062 E250A SK
3	All types and sized of plates	PM Plates above 10-20 mm IS 2062 E250A SK
4	All types and sized of channels and joists	Channel 200 × 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 1, 2 & 3 above.

10 Price Variation During Extended Period of Contract.

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17-A of the General Conditions of Contract. However, where extension of time has been granted due to contractor's failure under Clause 17-B of the General Conditions of Contract, price adjustment shall be done as follows:

- (a) In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17-A, the price adjustment for the period of extension granted under Clause 17-B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17-A of the General Conditions of Contract as the case may be.
- i. In case the indices fall below the indices applicable to the last month of original/extended period of completion under Clause 17-A, as the case may: then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17-B of the General Conditions of Contract.

36. EXTENSION OF COMPLETION DATE:

- (i) Extension of time for the completion of the work shall be governed by Clause 17 of the GCC-2014, and the contractor shall be responsible for requesting such extension in terms there of. 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. 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-2014 may also consider levy of token penalty as deemed fit based on the merit of case.

37(A) Payment of advances to contractors:

- (a) **General:** The applicability of this clause to this tender is subject to high value of tenders of value **Rs.25.00(Twenty Five) 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. **25.00(Twenty Five) 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 payable in 2 stages, as indicated below:

State I – 5% of contract value on signing of the contract agreement.

Stage II– 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.

The two stages of advances shall be payable immediately after signing of contract documents and at the time of mobilization respectively.

(c) **Advance against Machinery and equipment:**

The advance shall be limited to a maximum of 10% of the contract value against new Machinery & Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when hypothenticated to the President of India by a suitable bond or alternatively covered by an irrevocable Bank Guarantee for full cost of the Plant & Equipment from a Nationalized Bank in India or the State Bank of India in a form acceptable to Railways. The Plant & Equipment shall be insured for the full value and for the entire period, they are required for the work. This plant & Equipment shall not be removed from the site of work without prior written permission of the Engineer. No. advance should be given against old Plant & Machinery.

(d) **Advance For Accelerating Progress Of The Work During Course Of Execution Of Contract:-**

The advance is to be decided on the merits of each case for contract lying within the powers of General Manager (upto Rs. 100 crore or less or as decided & circulated by Board from time to time) and shall be restricted to a maximum of 5% of contract value or Rs. 1 Crore whichever is less. This is to be granted by the General Manager on the recommendations of the Chief Engineer in-charge in consultation with the Associate Finance.

(e) **Advance in Exceptional Cases:-**

General Manager are further empowered to grant advances in exceptional cases upto a maximum of Rs. 5 lacs in respect of even contracts of value of less than Rs. 50 lacs, if considered absolutely essential, depending on the merits of each case and circumstances in each situation, to be recommended by the Chief Engineer in-charge and in consultation with the Associate Finance.

(f) **The Above Advances Are Subject To The Following Conditions:-**

(i) The advance shall carry an interest of 4.5% per annum above the Base Rate of State Bank of India, as effective on the date of approval of payment of the advance by the competent authority and be restricted only for high value tenders of Rs. 25 crore and above.

(ii) Advances except those against machinery and equipment, shall be payable against irrevocable guarantee (Bank Guarantee, FDRs, KVPs/NSCs) of at least 110% of the value of the sanctioned advance amount (covering principal plus interest). The Bank Guarantee shall



be from a Nationalized Bank in India or State Bank of India in a form acceptable to the Railways.

- (iii) The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The installments on each "on account bill" will be on pro-rate basis.
- (iv) That the grant of advance is primarily in Railway's own interest.
- (v) That a contract does not receive advances for same work form different officers.
- (vi) That arrangements are made with the Accounts Officer for proper accounts being kept with regard to payment and recovery of these advances and
- (vii) That all necessary precautions are taken to secure Government from the possibility of loss and for preventing the system becoming more general or continuing longer than what may be absolutely necessary for proper of the work.

(d) Method of Recovery of Interest:-

Interest shall 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 nay short-fall, the same shall be carried forward to the next on-account bill and shall attract interest @4.5% per annum above the Base Rate of State Bank of India, as effective on the date of approval of payment of the advance by the competent authority.

The Bank Guarantee for such advances shall clearly cover at least 110% of the value of the sanctioned advance amount (covering principal plus interest).

37(B) Incentive Bonus Payment Clause: Not Applicable

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-2014. 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 MORSTH 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.
 - (B) 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/PSC/OPC)**

The Contractor shall supply PPC/PSC/OPC under Schedule "B-VIII" of these documents and upon their use in the works shall be paid for at the accepted rates in the said Schedule"B-VIII". Full requirement for the work is proposed to be supplied by contractor under said schedule "B-VIII". 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 "B-IX" of these documents and upon their use in the works shall be paid for at the accepted rates in the said Schedule-" B-IX". 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 conforming to IS 2062: 2006 under Schedule "C-III" 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 "C-III". All wastages etc is considered to be included in the rates and no wastages etc will be allowed.

For items executed under " E.C. Railway USSOR'2012", as contained in Schedule "B", 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)/ 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 ECR USSOR'2012)
 - (b) The Railway shall not supply any water to the Contractor.
- (II)** Materials to be supplied by the Contractor under schedule "C-I" & "C-II" 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:

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 be 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 his 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 contact 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** – 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-2014 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-2014. Before demanding arbitration contractor shall submit his final claim within 30 days of determination of contract for which Railway shall reply within 180 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.

In cases where the total value of all claims in question added together does not exceed Rs. 25,00,000 (Rupees twenty five lakh only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below JA Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by GM.

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 along with 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 been 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.
- 54.** **The tenderer for carrying out any construction work in Bihar must get themselves registered from the registering officer under Section 7 of the Building and other Construction Workers Act, 1996 and rules made thereto by the Bihar Govt. and submit certificate of registration issued from the registering officer of the Bihar Govt. (Labor Dep't.). For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.**
- 55.** **Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 :**
The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees



Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

56. A Lien In Respect Of Claims In Other Contracts:
- (i) Any sum of money due and payable to the contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.
 - (ii) However, recovery of claims of Railway in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of other contract or contracts, executed by the contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.
 - (iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the contractor.

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

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

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

SI.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
1	2	3	4	5	6
1					
2					
3					
4					
5					
6					
7					

LIST OF COURT CASES DURING LAST 5 YEARS.

Sl.No.	Name of work	Value of work	Name of Client Dep't.	Name of the Court	Date of institution of case.	Relief sought from court.	Brief n of disp
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 re of disp
1						
2						
3						
4						
5						

DETAILS OF EQUIPMENTS

Sl.No.	Description of equipments.	Numbers available	Detail of purchase	Date of manufacture	Material	How driven (i.e. Petrol/ Diesel/ Electric.)	Co of ec
1	2	3	4	5	6	7	
1							
2							
3							
4							
5							
6							

DETAILS OF TECHNICAL PERSONNEL

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

DETAIL OF EQUIPMENTS TO BE USED IN PROPOSED WORK.

Sl.No.	Description of equipments.	Numbers available	Detail of purchase	Date of manufacture	Material	How driven (i.e. Petrol/ Diesel/ Electric.)	Co of ec
1	2	3	4	5	6	7	
1							
2							
3							
4							
5							
6							

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
1	2	3	4	5	6	7
1						
2						
3						
4						
5						
6						

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



PROFORMA OF IDEMNITY BOND

Indemnity for Safe Custody of Reinforcement steel/Structural Steel as per Special Conditions of Contract Agreement No.:

dated: for the work" "

We (Name of Contractor)
.....hereby undertake that we shall hold at our Workshop at -----
----- 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 "-----" against the contract agreement No..... Dated.....

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.

For.....

DECLARATION FORM

For receiving materials from the Railways by the Firm.

"I/We hereby solemnly declare that the(Material) obtained is required for the purpose of Manufacturing(finished product) against Contract Agreement No..... dated.....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.



FORMAT OF
MEMORANDUM OF UNDERSTANDING
FOR
JOINT VENTURE AGREEMENT

This Memorandum of understanding is made at (name of place) on this

_____ day of _____ between/among

(i) M/s (Name of Company) _____, a company registered under the Companies Act 1956 having its registered office at _____ represented through its Authorized Managing Director/Director/Managers of the company Sri _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART

OR

(i) M/s (name of partnership firm), a partnership firm registered under the Indian Partnership Act 1932, having its registered office at _____ represented through its one of the authorized partner Shri _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART

OR

(i) M/s (name of proprietorship firm) having its registered office at _____ represented through its proprietor Sri _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART

AND

(ii) M/s (Name of Company) _____, a company registered under the Companies Act 1956 having its registered office at _____ represented through its Authorized Managing Director/Director/Managers of the company Sri _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART

OR

(ii) M/s (name of partnership firm), a partnership firm registered under the Indian Partnership Act 1932, having its registered office at _____ represented through its one of the authorized partner Shri _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART

OR

(ii) M/s (name of proprietorship firm) having its registered office at _____ represented through its proprietor Sri _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART



AND

(iii) M/s (Name of Company) _____, a company registered under the Companies Act 1956 having its registered office at _____ represented through its Authorized Managing Director/Director/Managers of the company Sri _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART

OR

(iii) M/s (name of partnership firm), a partnership firm registered under the Indian Partnership Act 1932, having its registered office at _____ represented through its one of the authorized partner Shri _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART

OR

(iii) M/s (name of proprietorship firm) having its registered office at _____ represented through its proprietor Sri _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART

Whereas, East Central Railway has invited Tender Nos. _____ hereinafter referred to as the ECR Tender for the work of _____ hereinafter referred to as the said work.

Whereas, the member of the first part i.e. M/s. _____ (details to be supplied of the expertise in their field).

Whereas, the member of the second part, M/s _____ (details to be supplied of the expertise in their field).

Whereas, the member of the third part, M/s _____ (details to be supplied of the expertise in their field).

AND whereas members 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 Tender no. _____ dt E,C,Railway .

Now, therefore, in consideration of the premises and mutual promises and of the undertaking contained herein, the constituent members are 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 Tender no.....dt.....of. E. C.Rly, 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 constituent members, hereto, represent that: they are in possession of all approvals and valid authorization for the purpose of execution of this MOU.
4. That each of the members 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 _____ %

5. Lead Member:

In respect of tender no. _____ dt _____ of E.C.Railway M/S _____ shall be a lead member who has a majority (at least 51%) share of interest in the JV firm.

6. The constituent members to this MOU undertake:

- a) That after submission of the tender, the MOU shall not be modified/alterd/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 members 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.
- c) No any member of J.V. firm shall participate in this tender either in individual capacity or as a member of another JV. Firm.

7. Joint and several liabilities:

In respect of tender no. _____ dt _____ of E.C.Railway, all terms shall be complied by constituent members on back-to-back basis as per specifications of the Tender no. dt of E.C.Rly or any other mutually agreed terms with the E.C.Railway. The members 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 members 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.

8. Authorized member:

Shri _____ shall be authorized member 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 tender no. _____ dt _____ of E.C.Railway. All notices/correspondence with respect to this contract shall be sent only to this authorized member of the J.V. Firm on the address stated herein below:-

M/s.

.Such communications or notices shall be deemed to have been duly served/given to all constituent members/JV firm when so delivered/received.



9. The constituent members agree that with respect of tender no. _____ dt _____ of E.C.Railway neither members, nor any subsidiary company of either member, nor any joint venture company or any other entity, in which the member /members, or are in any way interested, shall compete together with or through any third party, nor shall the members advise, consult, for engage in or otherwise assist in any way any person or entity or any affiliate thereof in respect of any order or contracts related to tender no. _____ dt _____ of E.C.Railway.

10. Responsibility

Each member 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 E.C.Railway. In the event of any defect and damage or any claim arising from the E.C.Railway 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.

11. Assignability

No member 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 members and that of the E.C.Railway.

12. Machinery, Instruments, Labour Force etc.

The members 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, the member/members having the control over the said machinery, instrument, labour force etc will have no objection when these are utilized by the JV firm for the purpose of execution of the contract without any hindrance and obstacle.

13. 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.

14. 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.

15. Settlement of Disputes:

In the even of disputes arising from this MOU, the constituent members to the MOU undertakes to endeavor to settle the said disputes amongst them amicably. However, if the members 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.



16. Each member 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).
17. The members 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 constituent members 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. _____

Witnesses: -

1) Signature: Signature: Name: Address:-	1] Signature: Name Address:	1] Name Address:
2) Signature:: Name: Address:-	2] Signature: Name: Address:	2] Signature: Name:: Address:

(Note; This Performa is not exhaustive and can be changed/amended at the discretion of the Railway.)



FORM OF BANK GUARANTEE BOND
GUARANTEE BOND

1. In consideration of the President of India (hereinafter called "the Government") having awarded the work of **NAME OF THE WORK** -----
-----vide letter of Acceptance No.-----Dated----- (hereinafter called " the said Letter of Acceptance"), to M/s NAME OF THE CONTRACTOR (hereinafter called "the said Contractor(s))"

AND

WHEREAS the contractor(s) is required to furnish "Performance Guarantee" in the form of an irrevocable Bank Guarantee for the sum of Rs.-----
------(Rs. Amount in words), for the satisfactory completion of the work including maintenance period if any, by the said contractor(s).

AND

WHEREAS submission of Performance Guarantee is a condition precedent to the signing of the Contract Agreement.

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 of the said Contractor(s) of any of the terms or conditions contained in the said Letter of Acceptance and the agreement to be signed, after furnishing of Performance Guarantee by the said Contractor(s).

2. We (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.

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 bond 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 (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 (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 we shall be discharged from all liability under this guarantee thereafter.

5. We (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 ... (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 day of ... 2016

for
(Indicate the name of Bank)



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

Tender No. 70 of 2015-16 (Open)/North in (Two Packet System)
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-2014 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 **contract may be terminated and full value of the Earnest Money & P.G. may be forfeited.**
- 3.1 Arrangement of required land 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.....P. Way supervisor of M/shas been examined regarding P.Way working onwork. 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-2014.

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.
 - (v) 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 save as per clause (v) above
 - (vii) 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.



- (viii) 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.
- (ix) 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.
- (x) The area between running line and white line shall not be permitted to become slushy and adequate drainage must be ensured at all times.
- (xi) If vehicle/machinery/materials are to come within 3.5m of the existing track, work must be done under the presence o 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.
- (xii) here 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.
- (xiii) 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.
- (xiv) 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.
- (xv) 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.
- (xvi) 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 and 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 pertaining 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 1998 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**

(i) In terms of provisions of new Clause to the General Conditions of Contract (GCC), contractor shall also employ following Qualified Engineers during execution of the allotted work.

(a) One Qualified Graduate Engineer when cost of work to be executed is Rs.200 lakh and above, and

(b) One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs.25 lakh, but less than Rs.200 lakh.

(ii) Further, in case the contractor fails to employ the Qualified Engineer, as aforesaid in Para 3 above, he in terms of provision of Clause 26A.2 to the General Conditions of Contract, shall be liable to pay an amount of Rs.40,000 and Rs.25,000 for each month or part thereof for the default period for the provisions, as contained in Para 3(a) and 3(b) above respectively.

(iii) Provision for deployment of Qualified Engineer (Graduate Engineer or Diploma Holder Engineer) shall be for the values as prescribed above. However, for the works contract tenders, if it is considered appropriate by the tender inviting authority, not to have the services of qualified engineer, the same shall be so mentioned in the tender documents by the concerned Executive with the approval of Officer not below the level of SAG Officer, for reasons to be recorded in writing.

8A. Clause GCC- Provision of efficient and competent staff at work sites by the contractor:

(i) The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourer in or about the execution of any of these works as are careful and skilled in the various trades.

(ii) The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

(iii) In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

8B. Clause GCC- Deployment of Qualified Engineers at work sites by the contractor:

(i) The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.

(ii) **In case the contractor fails to employ the Engineer, as aforesaid in Para above he shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions**



from time to time for the default period for the provisions, as contained in Para above.

No. of Qualified Engineers required to be deployed by the contractor for various activities contained in the works contract shall be specified in the tender documents as "special condition of contract" by the tender inviting authority.

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 Railways' 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-2014.

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 06 (Six) month** 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:

No land belonging to or in possession of Railway shall be occupied by the contractor without the permission of Railway. The contractor shall not use or allow to be used, the site for any purpose other than that of executing the work. Whenever non railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

19. PROJECT MANAGEMENT AND SITE FACILITIES BY THE CONTRACTOR: (Applicable)

Contractor shall maintain 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 maintain round the clock electricity in site offices.
- (ii) Contractor shall maintain minimum one computers of approved configuration (one/two desktops/ laptops) with at least one color (RICOH-Aficio M.P.2000 Le) or similar printer for Railway offices. The contractor shall also maintain one 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) The contractor (at his own cost) will keep deployed at least one survey team, consisting of one competent surveyor , one/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.
- (iv) Non compliance of above conditions may attract a penalty upto Rs.15,000/- 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.

Witness:

- 1. _____
- 2. _____

Signature of Tenderer(s)
Date:



East Central Railway,
Office of the Chief Administrative Officer (Con)
Mahendrughat, Patna - 800004.
LETTER OF APPLICATION BY THE TENDERER
FORM OF TENDERER (FIRST SHEET)

Tender No.....
Name of work
To
The President of India
Acting through the

.....
.....Railway

I/Wehave read the various conditions to tender attached here to and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work forRailway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects withinmonths from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the General Conditions of contract corrected up to printed/advance correction slip No..... datedand to carry out the work according the Special Conditions of Contract and Specifications of materials and works at laid down by Railway in the annexed Special Condition/Specifications and the Railway Works Hand Book Part II/III corrected up to printed/advance correction slip No. datedSanitary Works Hand Book corrected up to printed/advance correction slip No..... dated Schedule of Rates Part I and Part II corrected up to printed/advance correction slip No. Dated for the present contract.

3. A sum of **Rs. 12,51,560/-** is herewith forwarded as Earnest Money. The full value of the earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:-
(a) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
(b) I/We do not commence the work within fifteen days after receipt of orders to that effect.

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

Signature of Witness:-

(1).....

(2).....

.....

Signature of Tender(s)

Date.....

Address of the Tender(s)



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

FORM OF TENDERER (SECOND SHEET)

1. **Instructions to tenders and conditions of tender:-** The following documents form part of Tender / Contract:-
 - (a) Tender forms – First Sheet and Second Sheet
 - (b) Special Conditions/Specifications (enclosed)
 - (c) Schedule of approximate quantities (enclosed)
 - (d) General Conditions of Contract and Standard specifications for materials and works as laid down in Works Hand Book and Sanitary Works Hand Book of..... Railway, as amended/corrected up to correction slips mentioned in First Sheet of Tender Form, copies of which can be seen in the office of.....or obtained from the office of the Chief Engineer..... Railway on payment of Rs..... & Rs..... respectively.
 - (e) Schedule of Rates – Part I and Part II as amended / corrected up to correction slip as mentioned in First Sheet of Tender sheet of tender form, copies of which be seen in the office of or obtained from the Chief Engineer..... Railway on payment of Rs..... & Rs..... respectively.
 - (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2. **Drawings for the work:-** The Drawing for the work can be seen in the office of the and / or Chief at any time during the office hours. The generally on the drawings are only for the guidance of Tender(s). Detailed working drawings. (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
3. The Tender(s) shall quote his / their rates as a percentage above or below the schedule of Rates of the Railway as.....applicable toDivision except where he/they are required to quote item rates and must tender for all the items shown in the schedule of approximate quantities attached. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the schedule.
4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his their entries must be attested by him / them.
5. The works are required to be completed within a period of months from the date of issue of acceptance letter.
6. **Earnest Money:**
 - (a) The tender must be accompanied by a sum of **Rs. 12,51,560/-** as earnest money deposited in cash or in any of the forms as mentioned in Regulations for tenders and Contracts for the guidance of the Engineers and Contractors, failing which the tender will not be considered.
 - (b) The Tender(s) shall keep the offer open for a minimum period of **180** Days from the date of opening of the Tender. It is understood that the tender documents has been sold/issued to the Tender(s) and the Tender(s), is / are permitted to tender inconsideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further if required by mutual agreement from time to time, he will not resile



from his offer or modify the terms and conditions thereof in a manner not acceptable to the Construction Organisation of East Central Railway. Should the tender fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation shall be forfeited to the Railway.

- (c) If the tender is accepted, the amount of Earnest Money will be retained and adjusted as security Deposit for the due and faithful fulfillment of the contract. This amount of Security Deposit shall be forfeited if the tenderer(s)/Contractor(s) fail to execute the Agreement Bond within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days after receipt of the order to that effect.
- (d) The Earnest Money of the unsuccessful tender(s) will, save as here-in-before provided be returned to the unsuccessful tender(s) within a reasonable time but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

7. Rights of the Railway to deal with tender:- The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor the Railway

to assign reasons for declining to consider or reject any particular tender or tenders.

8. If the tender(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.

9. If the tenderer(s) expires after the submission of his / their tender or after the acceptance of his their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

10. Tender's Credentials:- Documents testifying tender's previously experience and financial status should be produced along with the tender or when desired by competent authority of the Railway.

Tender(s) who has / have not carried out any work so far on this Railway and who is /are not borne on the approved list of the Contractors of Railways should submit along with his / their tender credentials to establish.

(i) His capacity to carry out the works satisfactorily.

(ii) His financial status supported by Bank reference and other documents.

(iii) Certificates duly attested and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.

11. Tender must be enclosed in a sealed cover, superscripted "Tender No... and must be sent by registered post to the address of Railway so as to reach his office not later than Hours on the or deposited in the special box allotted for the purpose in the office of Railway. This Special box will be sealed at

hours on The tender will be opened at hours on the same day. The tender papers will not be sold after hours on

12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.



- 13. Execution of Contract Documents:** The successful Tender(s) shall be required to execute an agreement with the President of India acting through theRailway for carrying out the work according to General conditions of Contract, Special conditions / specifications annexed to the tender and specification for work and materials as laid down in works hand book Part III and Sanitary Works Hand Book of Railway as amended/corrected up to correction slip mentioned intender form (First Sheet).
- 14. Partnership deeds, Power of Attorney Etc:-** The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of a partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
- 15.** The tenderer whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later . stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s)of the firm or any other person specifically authorising him/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
- 16. Employment/Partnership, etc., of Retired Railway Employees:-** (a) should a tenderer be a retired engineer of the Gazetted rank or any other Gazetted officer Working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not, in the.....department of any of the railways owned and administered by the President of India for the time being, or should a tenderer being partnership firm have as one of its partners a retired engineer or retired Gazetted Officer as aforesaid, or should a tenderer being an incorporated company have any such retired engineer or retired officer as one of its Directors, or should a tenderer have in his employment any retired Engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the tenderer or the Engineer or Officer, as the case may be from the President of India or any officer, duly authorised by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be', shall be rejected.



(b) Should a tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the department of theRailway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in clause 62 of the General Conditions of Contract.

(Signature)
(Designation)
.....Railway

Signature of Tenderer(s)
Date.....



**East Central Railway
(Construction Department)**

SUMMARY OF TAXES

1. **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. (Ref Chapter -III, Sl. No. 7.III)
2. **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. 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. (Ref Chapter -III, Sl. No. 7.IV)
3. **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. (Ref Chapter -III, Sl. No. 21)
4. **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 as per Income Tax Act, 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. (Ref Chapter -III, Sl. No. 33)
5. **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 5% of gross work value. This is further subject to increase or decrease as per extant instructions/Act/ Rules in this regard. (Ref Chapter -III, Sl. No. 34)
6. **ROYALTY:**
 - 6.1 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. (Ref Chapter -III, Sl. No. 49.1)



- 6.2 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 along with a photocopy of said affidavit and particulars. Bill should not be entertained unless accompanied with aforesaid documents. (Ref Chapter -III, Sl. No. 48.1)
 - 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. (Ref Chapter -III, Sl. No. 48.2.ii)
- 6.3 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. (Ref Chapter -III, Sl. No. 48.3)
7. The tenderer for carrying out any construction work in Bihar must get themselves registered from the registering officer under Section 7 of the Building and other Construction Workers Act, 1996 and rules made thereto by the Bihar Govt and submit certificate of registration issued from the registering officer of the Bihar Govt (Labor Dep't.). For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item. (Ref Chapter -III, Sl. No. 53)
8. Whereas Income tax and Sales tax shall be deducted from the Contractor's bills as per extant instructions issued from time to time, the Contractor shall furnish certificate of payment of Royalty charges from the concerned State Mining department before payment of such bills. (Ref Chapter -II, Sl. No. 8)

Witness: -

1.

Signature of tenderer

2.

Dated:_____





EAST CENTRAL RAILWAY
(CONSTRUCTION DEPARTMENT)
TWO PACKET SYSTEM

of

TENDER NOTICE No. 62 of 2015-16 (Open)/North in Two Packet System

TENDER No. 70 of 2015-16 (Open)/ North in Two Packet System

NAME OF WORK: Construction of Barrack , Road, Drain and residual work of Administrative building, Staff Canteen, Staff quarters (Type-II = 125 units, TYPEIII=56UNIT, Type-IV = 03 units & Type-V = 02 units), other offices etc. and other miscellaneous work in connection with setting up of new 11 BN / RPSF battalion at Garhara..

PART-II

PACKET-II - FINANCIAL BID

**East Central Railway
(Construction Department)**

CHAPTER - VII

Tender No. 70 of 2015-16 (Open)/North in (Two Packet. System)

Name of Work:- Construction of Barrack , Road, Drain and residual work of Administrative building, Staff Canteen, Staff quarters (Type-II = 125 units,TYPEIII=56UNIT, Type-IV = 03 units & Type-V = 02 units), other offices etc. and other miscellaneous work in connection with setting up of new 11 BN / RPSF battalion at Garhara

SCHEDULE OF ITEMS

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-A (Approx. basic cost Rs. 687879.92) As per details in Annexure-A-I		
Schedule-B-I			
2.	Over all percentage increase/decrease/ at par over the rates under E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2012. (Approx. basic cost Rs.26557440.00) As per details in Annexure-B-I		
Schedule-B-II			
3.	Over all percentage increase/decrease/ at par over the rates under E.C. Railway Unified Standard Schedule of Rates (Works & Materials), Engineering Department 2012. (Approx. basic cost Rs.60635639.72) As per details in Annexure-B-II		
Schedule-B-III			
4.	Over all percentage increase/decrease/ at par over the rates under E.C. Railway Unified Standard Schedule of Rates (Works & Materials),Engineering Department 2012. (Approx. basic cost Rs.12988123.00) As per details in Annexure-B-III		
Schedule-B-IV			
5.	Over all percentage increase/decrease/ at par over the rates under E.C. Railway Unified Standard Schedule of Rates (Works & Materials),Engineering Department 2012. (Approx. basic cost Rs.9654985.91) As per details in Annexure-B-IV		



Sl. No.	Description of item	Rate (% above/below/at par)	
		In Figure	In words
Schedule-B-V			
6	Over all percentage increase/decrease/ at par over the rates under E.C. Railway Unified Standard Schedule of Rates (Works & Materials),Engineering Department 2012.) (Approx. basic cost Rs. 8442190.84) As per details in Annexure-B-V		
Schedule-B-VI			
7.	Over all percentage increase/decrease/ at par over the rates under E.C. Railway Unified Standard Schedule of Rates (Works & Materials),Engineering Department 2012. (Approx. basic cost Rs. 0.00) As per details in Annexure-		
Schedule-B-VII			
8.	Over all percentage increase/decrease/ at par over the rates under E.C. Railway Unified Standard Schedule of Rates (Works & Materials),Engineering Department 2012. (Approx. basic cost Rs. 0.00) As per details in Annexure-		
Schedule-B-VIII			
9.	Over all percentage increase/decrease/ at par over the rates under E.C. Railway Unified Standard Schedule of Rates (Works & Materials),Engineering Department 2012. (Approx. basic cost Rs. 10128482.75) As per details in Annexure-B-VI		
Schedule-B-IX			
10.	Over all percentage increase/decrease/ at par over the rates under E.C. Railway Unified Standard Schedule of Rates (Works & Materials),Engineering Department 2012. (Approx. basic cost Rs. 0.00) As per details in Annexure-		
Schedule-B-X			
11.	Over all percentage increase/decrease/ at par over the rates under E.C. Railway Unified Standard Schedule of Rates (Works & Materials),Engineering Department 2012. (Approx. basic cost Rs. 15976112.38) As per details in Annexure-B-VII		
Schedule-B-XI			
12.	Over all percentage increase/decrease/ at par over the rates under E.C. Railway Unified Standard Schedule of Rates (Works & Materials),Engineering Department 2012. (Approx. basic cost Rs. 0.00) As per details in Annexure-		
Schedule-B-XII			
13.	Over all percentage increase/decrease/ at par over the rates under E.C. Railway Unified Standard Schedule of Rates (Works & Materials),Engineering Department 2012. (Approx. basic cost Rs. 7905111.50) As per details in Annexure-B-VIII		



Sl. No.	Description of item	Rate (% above/below/at par)	
		In Figure	In words
Schedule-B-XIII			
14.	Over all percentage increase/decrease/ at par over the rates under E.C. Railway Unified Standard Schedule of Rates (Works & Materials),Engineering Department 2012. (Approx. basic cost Rs.32230000.00) As per details in Annexure-B-IX		
Schedule-B-XIV			
15.	Over all percentage increase/decrease/ at par over the rates under E.C. Railway Unified Standard Schedule of Rates (Works & Materials),Engineering Department 2012. (Approx. basic cost Rs. 0.00) As per details in Annexure-		
Schedule-B- XV(Unforeseen items)			
16.	Over all percentage increase/decrease/ at par over the unforeseen items of USSOR/2012 of ECR which are not covered by the Chapters which are provided in schedule- B-I, B-II,B-III, B-IV ,B-V, B-VI, B-VII, B-VIII, B-IX, B-X, B-XI, B-XII, B-XIII & B-XIV, (See Note 3 below). (Approx. basic cost Rs.50,00,000.00) Unforeseen item		

Note:-

1. Rates shall have to be quoted as percentage above/below/ at par for each schedule separately. Tenderers are not required to 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 right to cancel any tender where item wise rates have 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. The tender schedule- B-I, B-II, B-III, B-IV,B-V, B-VI, B-VII & B-V-III covers items of Chapters-, 1, 3, 4, 5, 7, 8, 9, 10, 11,12, 13, 15, 17, 18, 23 & 25 of USSOR/2012. Introduction of new item of USSOR 2012 of these chapters shall be done in respective schedule. Introduction of items of other chapters shall be dealt with schedule of any other item. i.e. Schedule B-VII.

Witness: -

1.

Signature of tenderer

2.

Dated:_____



**EAST CENTRAL RAILWAY
(Construction Department)**

**Schedule - 'D'
(REBATE)**

Tender No. 70 of 2015-16 (Open)/North in (Two Packet. System)

Name of Work:- Construction of Barrack , Road, Drain and residual work of Administrative building, Staff Canteen, Staff quarters (Type-II = 125 units,TYPEIII=56UNIT, Type-IV = 03 units & Type-V = 02 units), other offices etc. and other miscellaneous work in connection with setting up of new 11 BN / RPSF battalion at Garhara

I/we offer general rebate of-----% (In figures) -----% (In words)
as lump sum rebate on items of all Schedules;

NOTES:

- 1) If any tenderer wishes to give any rebate on the rate quoted by him the same can be filled by him in this schedule.
- 2) It is to be noted that such rebate if offer, shall apply on a rate quoted for all the item in all the other schedule of the tender documents. Such a rebate shall be totally unconditional.
- 3) In case a tenderer does not wish to give any rebate, 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 blank above at the time of opening of the tender by the Officials opening the tender.
- 4) If any tenderer gives any type of conditional rebate, such rebate shall not be considered for evaluation of the tender.

Witness

- 1.
- 2.

Signature of tenderer.

Dated:_____



Tender No. 70 of 2015-16 (Open)/North in (Two Packet. System)

Name of Work:- Construction of Barrack , Road, Drain and residual work of Administrative building, Staff Canteen, Staff quarters (Type-II = 125 units,TYPEIII=56UNIT, Type-IV = 03 units & Type-V = 02 units), other offices etc. and other miscellaneous work in connection with setting up of new 11 BN / RPSF battalion at Garhara

Annexure of Sch A

S. No.	Description of work	Unit	Rate	Quantity	Amount
1	2	3	4	5	6
1	Sinking of tube well 300 x 150 mm				
a	Drilling with reverse circulating method of drilling having 675 mm hole pan clip up to 160 m.	Per M	689.92	160	110387.20
b	S/F/F 300 mm dia medium steel housing pipe made of TATA/Jindal or simillar with socket and reducer of 300mm x 150mm at end.	Per M	2799.36	50	139968.00
c	S/F/F 150 mm dia medium slotted steel pipe made of TATA/Jindal or simillar with socket.	Per M	1158.40	50	57920.00
d	S/F/F 150 mm dia medium steel pipe made of TATA/Jindal or simillar with socket.	Per M	1020.16	100	102016.00
e	S/F/F 150 mm x 60mm centering guide made of 10mm dia MS Rod having 6 Nos. of spokes between two circle.	Each	230.40	9	2073.60
f	S/F/F 150 mm dia well plug/dead plug .	Each	460.80	1	460.80
g	S/F/F 300 mm dia well cap .	Each	401.92	1	401.92
h	Supplying and packing clean gravel of 3 mm to 6mm size.	Cum	1534.72	80	122777.60
i	Development of well completely at contractor's own cost i.e. pump, oil, labour and other material. Payment will be made only for the hours of development works.	Per hour	614.40	92	56524.80
2	Supplying and fixing hand rail.	RM	425.00	161	68425.00
3	Supplying and fixing ventilator on top dome.	Each	4275.00	1	4275.00
4	Supplying and fixing water level indicator.	Each	4400.00	1	4400.00
5	Supplying and fixing lightening conductor.	Each	4300.00	1	4300.00
6	Supplying pudlo.	Kg	31.00	450	13950.00
Total amount of Schedule - A					687879.92

Witness:-

1.

Signature of tenderer

2.

Dated: _____



Annexure B-I

Tender No. 70 of 2015-16 (Open)/North in (Two Packet. System)

Name of Work:- Construction of Barrack , Road, Drain and residual work of Administrative building, Staff Canteen, Staff quarters (Type-II = 125 units,TYPEIII=56UNIT, Type-IV = 03 units & Type-V = 02 units), other offices etc. and other miscellaneous work in connection with setting up of new 11 BN / RPSF battalion at Garhara

Sch B-I

S. No.	USSOR-2012	Description of work	Unit	Rate	Quantity	Amount
1	2	3	4	5	6	7
1	013120	Earthwork in filling in embankment, guide bunds, around buried type abutments, bridge gaps, trolley refuges, rain bunds, if provided, platforms etc. with earth excavated from outside railway boundary entirely arranged by the contractor at his own cost as per RDSO's latest guidelines and specifications and special condition of contract including all leads, royalty, lifts, ascents, descents, crossing of nallahs or any other obstructions. The rates shall include all dressing of bank to final profile, demarcation and setting out of profile, site clearance, removing of shrubs, roots of vegetations growth, heavy grass, benching of existing slope of old bank, all handling/re-handling, taxes, octroi and royalty etc. as a complete job. Cut trees shall be property of railways and to be deposited in the railway godown unless specified otherwise in the Special Conditions of Contract.	Cum	139.23	190000	26453700.00
2	011010	Earth work in excavation as per approved drawings and dumping at embankment site or spoil heap, within railway land, including 50m lead and 1.5m lift, the lead to be measured from the centre of gravity of excavation to centre of gravity of spoil heap; the lift to be measured from natural ground level and paid for in layers of 1.5m each including incidental work, as per specifications				
2(a)	011011	All kinds of soils	cum	93.54	1000	93540.00
3	012010	Extra over item 011010 for excavation in foundations for buildings and bridges to cover dressing to neat dimension and plumbing sides etc. Note : Dressing under this item is payable for the total quantity of excavation in foundation and not partly.	cum	10.20	1000	10200.00
Total amount of Schedule - B-I						26557440.00

Witness:-

- 1.
- 2.

Signature of tenderer

Dated: _____



Tender No. 70 of 2015-16 (Open)/North in (Two Packet. System)

Name of Work:- Construction of Barrack , Road, Drain and residual work of Administrative building, Staff Canteen, Staff quarters (Type-II = 125 units,TYPEIII=56UNIT, Type-IV = 03 units & Type-V = 02 units), other offices etc. and other miscellaneous work in connection with setting up of new 11 BN / RPSF battalion at Garhara

Sch B-II

S. No.	USSOR -2012	Description of work	Unit	Rate	Quantity	Amount
1	2	3	4	5	6	7
1	031010	Providing and laying in position cement concrete of specified proportion excluding cost of cement, centering and shuttering - All works upto plinth level :				
(a)	031011	1:3:6 (1 cement : 3 sand : 6 graded stone aggregate 20mm nominal size)	cum	2813.60	5	14068.00
(b)	031012	1:3:6 (1 cement : 3 sand : 6 graded stone aggregate 40mm nominal size)	cum	2537.9	100	253786.00
(c)	031013	1:4:8 (1 cement : 4 sand : 8 graded stone aggregate 40mm nominal size)	cum	2353.9	50	117694.50
2	031020	Providing and laying cement concrete, up to plinth in retaining walls, walls (any thickness) including attached plasters, columns, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets etc, excluding the cost of cement and of shuttering, centering.				
(a)	031023	1:2:4 (1 cement : 2 sand : 4 graded stone aggregate 20mm nominal size)	cum	2911	750	2183272.50
3	032020	Providing and fixing precast M 15 grade cement concrete in string or lacing courses, coping, bed plates, anchor blocks, plain window sills, shelves, louvers, steps, etc. upto floor two level, including hoisting and setting in position with cement mortar 1:3 (1 cement : 3 coarse sand), cost of required shuttering, centering complete - excluding the cost of cement (cast at site)	cum	3106.9	225	699052.50

4	041010	Providing and laying in position M-20 Grade concrete for reinforced concrete structural elements, but excluding cost of centering, shuttering, reinforcement and Admixtures in recommended proportion (as per IS:9103) to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer in charge				
(a)	041011	All work upto plinth level including raft foundation of washable aprons, HS tank, pile cap, footings of FOB and Platform shelter etc.	cum	3341.6	690	2305704.00
(b)	041012	All works in buildings above plinth level upto floor two level	cum	3619.3	2900	10496057.00
(c)	041015	In kerbs, steps and the likes etc.	cum	3202.5	75	240187.50
5	042010	Centering and shuttering including strutting, propping etc. and removal of form for :				
(a)	042011	Foundations, footings, bases of columns, raft foundation of washable aprons, Pile caps, Footings of FOB etc.	Sqm	138.3	2560	354048.00
(b)	042012	Walls (any thickness) including attached plasters, buttresses, plinth and string courses etc.	Sqm	227.4	6500	1478100.00
(c)	042013	Suspended floors, roofs, landings, balconies, FOB slabs, walkway slabs and access platform	Sqm	230.28	8280	1906718.40
(d)	042014	Lintels, beams, plinth beams, bed blocks, girders, bressumers and cantilevers	Sqm	201.54	8680	1749367.20
(e)	042015	Columns, pillars, posts and struts	Sqm	282.3	7320	2066436.00
(f)	042016	Stairs (excluding landings) except spiral-staircases	Sqm	291.6	290	84564.00
6	092010	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry, but excluding the cost of nosing of steps etc. complete				
(a)	92011	25mm thick with 12.5mm nominal size stone aggregate	Sqm	116.05	4300	499015.00

7	095010	Providing and fixing 1st quality ceramic tiles conforming to Group B-III (Ceramic Wall Tiles) of IS:15622 of manufacturers approved by railway in all colours, shades, and design as approved by the Engineer-in-Charge in skirting, risers of steps and dado over 12mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) including pointing in white cement mixed with pigment of matching shade complete				
(a)	095011	200x200 mm	Sqm	610.53	4300	2625279.00
(b)	095012	200x300 mm	Sqm	615.26	5700	3506982.00
(c)	095013	300x450 mm and above	Sqm	826.31	200	165262.00
8	095020	Providing and fixing ceramic tiles conforming to IS:15622 of manufacturers approved by railway in all colours, shades, design and abrasion resistance class as approved by the Engineer-in-Charge in floors and landings over 20mm thick bed of cement mortar 1:4 (1 cement : 3 coarse sand) including pointing in white cement mixed with pigment of matching shade complete				
(a)	095021	Of Group B-II Clause 5.1 (for abrasion resistance) of IS:15622 (Ceramic Floor Tiles) of size 300mmx300mm	Sqm	545.42	3050	1663531.00
(b)	095026	Of Group B-I-a of IS:15622 (Vitrified tiles) of size above 400mmx400mm upto 600mmx600mm	Sqm	1016.2	7432	7552101.12
(c)	095027	Of Group B-I-a of IS:15622 (Vitrified tiles) of size 800mmx800mm and above	Sqm	1183.90	2900	3433310.00
9	096070	Kota stone slab flooring of size up to 60cmx60cm over 20mm (average) thick base of 1:4 cement mortar (1 cement : 4 coarse sand) and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete				
(a)	096071	20mm thick	Sqm	1020.1	3850	3927500.50

10	096080	Kota stone slabs 25mm thick in risers of steps, skirting, dado and pillars laid on 12mm (average) thick cement mortar 1:3 (1 cement : 3 coarse sand) and jointed with grey cement slurry mixed with pigment to match the shade of the slab, including rubbing and polishing complete :	Sqm	859.42	345	296499.90
11	099030	Providing and fixing 18mm thick mirror polished, machine cut for kitchen platforms, vanity counters facias, dados and skirtings and similar locations of required size of approved shade, colour and texture laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) with joints treated with white cement, mixed with matching pigment, epoxy touchups, including rubbing, curing etc. complete at all levels				
(a)	099032	Granite Black-Area of slab 0.10 sqm to 0.2 sqm	Sqm	2877.1	175	503496.00
12	099040	Providing and fixing 18mm thick mirror polished, machine cut for kitchen platforms, vanity counters facias, dados and skirtings and similar locations of required size of approved shade, colour and texture laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) with joints treated with white cement, mixed with matching pigment, epoxy touchups, including rubbing, curing. etc .complete at all levels				
(a)	099042	Granite Pink/Grey-Area of slab 0.10 sqm to 0.2 sqm	Sqm	2188.7	570	1247570.40
13	091010	Brick on edge flooring with bricks of class designation 7.5 including cement slurry etc. complete in cement mortar				
(a)	091012	1:6 (1 cement : 6 coarse sand) (With FPS Bricks)	Sqm	360.23	710	255763.30
14	091030	Providing hand packed dry flat brick flooring, class designation 7.5 (FPS Bricks), excluding pointing with joints filled with sand over a bed of dry sand (ordinary) of average thickness 25 mm including ramming sub grade :				
(a)	091032	Flat brick	Sqm	237.25	6820	1618045.00

15	111010	12mm cement plaster of mix -				
(a)	111011	1:4 (1 cement : 4 fine sand)	Sqm	62.5	10000	625000.00
(b)	111012	1:6 (1 cement : 6 fine sand)	Sqm	62.5	53200	3325000.00
16	111151	6mm thick 1:3 (1 cement : 3 fine sand)	Sqm	53.56	22250	1191710.00
17	112040	Providing and applying plaster of Paris putty of 2mm average thickness over plastered surface to prepare the surface even and smooth complete	Sqm	93.02	13000	1209260.00
18	115110	Finishing walls with water proofing cement paint of required shade two or more coats on new work applied @ 3.84 kg/10 sqm	Sqm	40.96	22500	921600.00
19	115042	New work (two or more coats of distemper) over and including priming coat with distemper primer	Sqm	64.12	23000	1474760.00
20	115050	Distemping two or more coats on new work with 1st quality acrylic washable distemper (ready mixed) of approved manufacturer and of required shade and colour complete as per manufacturer's specification	Sqm	38.02	15900	604518.00
21	115090	Wall painting on new work with two or more coats of plastic emulsion paint of approved brand and manufacture to give an even shade	Sqm	58.89	500	29445.00
22	181030	Demolishing R.C.C. work including cutting and stacking of steel bars and disposal of unserviceable material within 50m lead. (Extra payment for scraping, cleaning and straightening of bars to be made separately)	cum	729.06	15	10935.90
Total amount of Schedule - B-II						60635639.72

Witness:-

1.

2.

Signature of tenderer

Dated: _____



Tender No. 70 of 2015-16 (Open)/North in (Two Packet. System)

Name of Work:- Construction of Barrack , Road, Drain and residual work of Administrative building, Staff Canteen, Staff quarters (Type-II = 125 units,TYPEIII=56UNIT, Type-IV = 03 units & Type-V = 02 units), other offices etc. and other miscellaneous work in connection with setting up of new 11 BN / RPSF battalion at Garhara

Schedule-B-III

S. No.	USSOR-2012	Description of work	Unit	Rate	Quantity	Amount
1	2	3	4	5	6	7
1	051010	Brick work with non-modular (FPS) bricks of class designation 7.5 in foundation and plinth in :				
1(a)	051015	Cement mortar 1:6 (1 cement : 6 fine sand)	cum	2774.9	3945	10947138.30
2	051040	Extra over items 051010 & 051020 for brick work in superstructure beyond plinth level upto floor two level :	cum	140.42	3335	468300.70
3	051180	Half brick masonry with bricks of class designation 7.5 in foundations and plinth in :				
3(a)	051182	Cement mortar 1:4 (1 cement : 4 coarse sand)	Sqm	340.26	4150	1412079.00
4	051190	Extra for half brick masonry in superstructure above plinth level upto floor two level	Sqm	38.7	4150	160605.00
Total amount of Schedule - B-III						12988123.00

Witness:-

- 1.
- 2.

Signature of tenderer

Dated: _____



Tender No. 70 of 2015-16 (Open)/North in (Two Packet. System)

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Sch B-IV

S. No.	USSOR-2012	Description of work	Unit	Rate	Quantity	Amount
1	2	3	4	5	6	7
1	071010	Providing wood work in frames of doors, windows, clerestory windows and other frames and trusses, wrought, framed and fixed in position :				
1(a)	071012	Sal wood	cudm	78.37	25000	1959250.00
2	072010	Providing and fixing panelled/glazed or panelled and glazed shutters for doors, windows and clerestory windows including ISI marked black enamelled M.S. butt hinges with necessary screws excluding, panelling/glazing which will be paid for separately				
2(a)	072015	Kail, venteak, pillamarudhu or locally available comparable species of good country wood (to be listed by respective railway) - 35mm thick	Sqm	1361.13	140	190558.20
3	072020	Providing and fixing panelling/glazing or panelling & glazing in panelled/glazed or panelled & glazed shutters for doors, windows & clerestory windows (area of opening for panel inserts excluding portion inside grooves or rebates to be measured). Panelling/glazing for panelled/glazed or panelled & glazed shutters 25mm to 40mm thick				
3(a)	072023	Kail, venteak, pillamarudhu or locally available comparable species of good country wood (to be listed by respective railway) - 15mm thick	Sqm	847.86	200	169572.00
4	072030	Providing and fixing paneling and/or glazing in panelled and/or glazed shutters for doors, windows and clerestory windows (area of opening for panel inserts excluding portion inside grooves or rebates to be measured). Panelling/glazing for panelled/ glazed or panelled and glazed shutters 25mm to 40mm thick :				
4(a)	072037	Glazing with float glass panes 4mm thick (10kg/sqm)	Sqm	352.99	400	141196.00
5	077190	Providing and fixing IS:3564 marked aluminium extruded section body tubular type universal hydraulic door closer with double speed adjustment with necessary accessories and screws etc. complete :				

5(a)	077192	Hardwyn make (Mytel) or equivalent	Each	1106.53	70	77457.10
6	075010	Providing and fixing M.S. pressed butt hinges generally conforming to IS:1341, bright satin finish with necessary screws etc. complete of size				
6(a)	075012	100mmx58mmx1.9mm	Each	27.26	1400	38164.00
6(b)	075013	75mmx47mmx1.7mm	Each	16.80	1300	21840.00
7	078020	Providing and fixing aluminium sliding door bolts ISI marked anodised (anodic coating not less than grade AC 10 as per IS:1868) transparent or dyed to required colour or shade with nuts and screws etc. complete :				
7(a)	078021	300mmx16mm	Each	264.70	200	52940.00
7(b)	078022	250mmx16mm	Each	218.24	200	43648.00
8	078030	Providing and fixing aluminium tower bolts ISI marked anodised (anodic coating not less than grade AC 10 as per IS:1868) transparent or dyed to required colour or shade with necessary screws etc. complete :				
8(a)	078034	150mmx10mm	Each	68.74	500	34370.00
8(b)	078035	100mmx10mm	Each	49.55	2000	99100.00
9	078060	Providing and fixing aluminium handles ISI marked anodised (anodic coating not less than grade AC 10 as per IS:1868) transparent or dyed to required colour or shade with necessary screws etc. complete				
9(a)	078061	125mm	Each	53.90	2000	107800.00
9(b)	078062	100mm	Each	58.92	1200	70704.00
10	078070	Providing and fixing aluminium hanging floor door stopper ISI marked anodised (anodic coating not less than grade AC 10 as per IS:1868) transparent or dyed to required colour and shade with necessary screws etc. complete :				
10(a)	078071	Single rubber stopper	Each	37.32	900	33588.00
11	078130	Providing and fixing factory made P.V.C. door frame of size 50mmx47mm with a wall thickness of 5mm, made out of extruded 5mm rigid PVC foam sheet mitered at corners and joined with 2 nos. of 150mm long brackets of 15mmx15mm M.S. square tube, the vertical door profiles to be reinforced with 19mmx19mm M.S. square tube of 19 gauge, EPDM rubber gasket weather seal to be provided through out the frame. The door frame to be fixed to the wall using M.S. screws of 65mm/100mm size complete as per manufacturers specification and direction of Engineer-in-Charge	metre	417.09	500	208545.00

12	078140	Providing and fixing to existing door frames 30mm thick factory made panel PVC door shutter consisting of frame made out of M.S. tubes of 19 gauge thickness and size of 19mmx19mm for styles and 15mmx15mm for top & bottom rails. MS frame shall have a coat of steel primers. MS frame covered with 5mm thick heat moulded PVC Foam sheet 'C' channel as per drawing given in IR Standard Specifications complete in all respect	Sqm	2579.79	200	515958.00
13	072090	Providing and fixing wire gauge shutter using galvanized M.S. wire gauge of average width of aperture 1.4mm with wire of dia 0.63mm for doors, windows and clerestory windows including ISI marked bright finished or black enamelled M.S. butt hinges with necessary screws				
13(a)	072095	Kail, venteak, pillamarudhu or locally available comparable species of good country wood (to be listed by respective railway) - 35mm thick Kail wood	Sqm	1321.73	1267	1674631.91
14	072140	Providing and fixing to IS:2202 Part-1 marked flush door shutter decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3-ply veneering with vertical grains or cross bands and face veneers on both faces of shutters				
14(a)	072141	35mm thick including ISI marked stainless steel butt hinges with necessary screws	Sqm	2505.69	400	1002276.00
15	072150	Providing and fixing flush door shutters to IS:2202 Part-I non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3-ply veneering with vertical grains or cross bands and face veneers on both faces of shutters				
15(a)	072151	35mm thick including ISI marked stainless steel butt hinges with necessary screws	Sqm	1201.14	1990	2390268.60
16	115011	New work (three or more coats)	Sqm	9.68	7500	72600.00
17	115031	New work (two or more coats) with a base coat of white washing with lime	Sqm	11.93	9500	113335.00
18	121061	Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture	Sqm	72.03	200	14406.00
19	121020	Painting wood work with Deluxe Multi Surfaces Paint of required shade. Two or more coat applied @ 0.90 litre/10sqm over an under coat of primer, applied @ 0.75 litre/10sqm of approved brand or manufacture	Sqm	64.71	9510	615392.10

20	124010	Varnishing with varnish of approved brand and manufacture				
20(a)	124013	On new work two or more coats glue sizing with spar varnish or an under coat of flatting varnish	Sqm	73.86	100	7386.00
Total amount of Schedule - B-IV						9654985.91

Witness:-

1.

2.

Signature of tenderer

Dated: _____



Tender No. 70 of 2015-16 (Open)/North in (Two Packet. System)

Name of Work:- Construction of Barrack , Road, Drain and residual work of Administrative building, Staff Canteen, Staff quarters (Type-II = 125 units,TYPEIII=56UNIT, Type-IV = 03 units & Type-V = 02 units), other offices etc. and other miscellaneous work in connection with setting up of new 11 BN / RPSF battalion at Garhara

Annexure of Sch B-V

S. No.	USSOR-2012	Description of work	Unit	Rate	Quantity	Amount
1	2	3	4	5	6	7
1	131130	Providing and fixing G.I. pipes complete with G.I. fittings and clamps, including cutting and making good the walls etc. Internal work – Exposed on wall				
(a)	131131	15mm dia. nominal bore	metre	138.68	2200	305096
(b)	131132	20mm dia. nominal bore	metre	200.20	800	160160
©	131133	25mm dia. nominal bore	metre	240.12	1450	348174
2	133040	Providing and laying flanged C.I. standard specials such as tees, bends, collars, tapers, caps etc. suitable for flanged jointing as per IS:1538 :				
(a)	133041	Upto 300mm dia.	quintal	7886.38	70	552046.6
3	133360	Providing and laying Double Flanged Pipe (screwed/ welded) Centrifugally (Spun) Cast Iron, Class B (IS:1536)				
(a)	133362	150mm dia. C.I. Double Flanged Pipe	metre	2525.49	950	2399215.5
(b)	133363	200mm dia. C.I. Double Flanged Pipe	metre	3484.12	350	1219442
4	133200	Providing and fixing C.I. sluice valves (with cap) complete with bolts, nuts, rubber insertions etc. 100mm dia. (the tail pieces, if required will be paid separately)				
(a)	133201	Class I	Each	5007.17	13	65093.21
5	133220	Providing and fixing C.I. sluice valves (with cap) complete with bolts, nuts, rubber insertions etc. 150mm dia. (the tail pieces, if required will be paid separately)				
(a)	133221	Class I	Each	7211.43	13	93748.59
6	133230	Providing and fixing C.I. sluice valves (with cap) complete with bolts, nuts, rubber insertions etc. 200mm dia. (the tail pieces, if required will be paid separately)				
(a)	133231	Class I	Each	14592.13	13	189697.69

7	136150	Providing and placing on terrace/staging (at all heights) polyethylene water storage tank ISI:12701 marked with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank	litre	6.57	80000	525600.00
8	132180	Providing and fixing C.P. brass bib cock, 15mm nominal bore of approved quality conforming to IS:8931	Each	409.49	280	114657.2
9	132210	Providing and fixing C.P. brass stop cock, 15mm nominal bore, (concealed) of standard design and of approved make conforming to IS:8931	Each	384.65	230	88469.5
10	132040	Providing and fixing ball valve (brass) of approved quality complete high or low pressure with plastic floats complete :				
(a)	132043	25mm nominal bore	Each	430.62	75	32296.5
11	151010	Providing and fixing water closet squatting pan (Indian type W.C. pan) with 100mm sand cast iron 'P' or 'S' trap, 10 litres low level white P.V.C. flushing cistern with manually controlled device (handle lever) conforming to IS:7231, with all fittings and fixtures complete including cutting and making good the walls and floors wherever required				
(a)	151011	White Vitreous China Orissa pattern W.C. pan of size 580mmx440mm with integral type foot rests	Each	3253.40	250	813350
12	151020	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litres low level white, P.V.C. flushing cistern with manually controlled device (handle lever) conforming to IS:7231, with all fittings and fixtures complete including cutting and making good the walls and floors wherever required				
(a)	151021	W.C. pan with ISI marked white solid plastic seat and lid	Each	3037.77	45	136699.65
13	151040	Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430mmx260mmx350mm and 340mmx410mmx 265mm sizes respectively with automatic flushing cistern, with standard flush pipe and C.P. brass spreaders with brass unions and G.I. clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors, wherever required				
(a)	151041	One urinal basin with 5 litres white P.V.C. automatic flushing cistern	Each	2669.80	55	146839

14	151070	Providing and fixing wash basin with C.I./M.S. brackets, 15mm C.P. brass pillar taps, 32mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls, wherever required :				
(a)	151074	White vitreous china flat back wash basin size 550 mmx400mm with single 15mm C.P. brass pillar tap	Each	1767.28	170	300437.6
15	152010	Providing and fixing white, glazed fire clay kitchen sink of size 600mmx450mmx250mm kitchen sink with C.I. brackets, C.P. brass chain with rubber plug, 40mm C.P. brass waste complete, including painting the fittings and brackets, cutting and making good the walls, wherever required	Each	2726.91	70	190883.7
16	152020	Providing and fixing Stainless Steel AISI-304 (18/8) kitchen sink with drain board as per IS:13983 with C.I. brackets and stainless steel plug 40mm including painting of fittings and brackets, cutting and making good the walls, wherever required :				
(a)	152023	510mmx1040mm bowl depth 200mm	Each	4850.89	20	97017.8
17	152110	Providing and fixing 600mmx450mm bevelled edge mirror, 5.5mm thick of float glass (of approved quality) complete with 6mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete	Each	832.82	70	58297.4
18	152120	Providing and fixing mirror of 5.5mm thickness of float Glass (of approved Quality) required shape and size with plastic moulded frame of approved make and shade with 6mm thick hard board backing				
(a)	152122	Rectangular shape 453mmx357mm (outer dimension)	Each	826.95	70	57886.5
19	153320	Providing and fixing PTMT towel rail complete with brackets fixed to wooden cleats with C.P. brass screws with concealed fitting arrangement of approved quality colour and make				
(a)	153321	450mm long towel rail with total length of 495mm, 78mm wide and effective height of 88mm, weighing not less than 170gm	Each	358.27	110	39409.7
(b)	153322	600mm long towel rail with total length of 645mm, width 78mm and effective height of 88mm, weighing not less than 190gm	Each	524.29	90	47186.1
20	154010	Providing and fixing 110mm dia PVC soil, waste and vent pipes including jointing and cost of spun yarn and sand etc. complete	metre	264.69	900	238221

21	154050	Providing and fixing 110mmx110mmx110mm 110mm PVC plain branch (double equal junction) of the required degree including jointing and cost of spun yarn and sand etc. complete	Each	160.01	55	8800.55
22	154060	Providing and fixing 110mmx110mmx110mm dia. PVC plain branch (double equal junction) of the required degree with access door inclusive of 3mm thick bitumastic felt washer and bolts and nuts, complete including jointing and cost of spun yarn and sand etc. complete	Each	170.35	55	9369.25
23	154100	Providing and fixing 110mm PVC Plain bend of the required degree with access door inclusive of 3mm thick bitumastic felt washer, bolts and nuts, complete, including jointing and cost of spun yarn and sand etc. complete	Each	94.71	230	21783.3
24	154110	Providing and fixing 110mm PVC bend of the required degree with access door inclusive of 3mm thick bitumastic felt washer, bolts and nuts, complete, including jointing and cost of spun yarn and sand etc. complete	Each	118.37	230	27225.1
25	154140	Providing and fixing 75mm PVC soil, waste and vent pipes including jointing and cost of spun yarn and sand etc. complete	metre	160.22	300	48066
26	154160	Providing and fixing 75mmx75mmx75mm PVC plain branch (single equal junction) of the required degree including jointing and the cost of spun yarn and sand etc. complete	Each	138.45	90	12460.5
27	154170	Providing and fixing 75mmx75mmx75mm dia. PVC branch (single equal junction) of the required degree with access door inclusive of 3mm thick bitumastic felt washer including jointing and cost of spun yarn and sand etc. complete	Each	146.12	55	8036.6
28	154190	Providing and fixing 75mmx75mmx75mmx75mm PVC plain branch (double equal junction) of the required degree with access door inclusive of 3mm thick bitumastic felt washer and bolts and nuts, complete including jointing and cost of spun yarn and sand etc. complete	Each	166.40	45	7488
29	154210	Providing and fixing 8cm dia. PVC Plain bend of the required degree including jointing and cost of spun yarn and sand etc. complete	Each	173.27	230	39852.1

30	154220	Providing and fixing 8cm PVC bend of the required degree with access door inclusive of 3mm thick bitumastic felt washer, bolts and nuts complete including jointing and cost of spun yarn and sand etc. complete	Each	217.69	180	39184.2
Total amount of Schedule - B-V						8442190 .84

Witness:-

1.

2.

Signature of tenderer

Dated: _____



Tender No. 70 of 2015-16 (Open)/North in (Two Packet. System)

Name of Work:- Construction of Barrack , Road, Drain and residual work of Administrative building, Staff Canteen, Staff quarters (Type-II = 125 units,TYPEIII=56UNIT, Type-IV = 03 units & Type-V = 02 units), other offices etc. and other miscellaneous work in connection with setting up of new 11 BN / RPSF battalion at Garhara

Annexure of Sch B-VIII

Sl. No.	USSOR's-2012 item no.	Description of work	Unit	Rate in figure	Quantity	Amount
1	231041	Sub-base with stone aggregate 90mm to 45mm including stone screening 13.2mm size	cum	1925.1	785	1511203.50
2	231042	Base course with 63mm to 45mm size including stone screening 13.2mm size	cum	1691.15	785	1327552.75
3	231060	Providing and laying bitumen penetration macadam with hard stone aggregate, with bitumen of suitable penetration grade including required key aggregate as specified, spreading coarse aggregate with the help of self propelled / tipper tail mounted aggregate spreader and applying bitumen by a pressure distributor and then spreading key aggregate with the help of aggregate spreader ... contd. --				
(a)	231061	For 50mm compacted thickness using 6cum coarse aggregate of size 50mm-20mm graded, 1.5cum key aggregate of size 12.5mm graded, and 500kg paving asphalt 80/100 per 100sqm	Sqm	324.5	5232	1697784.00
4	233010	Providing and applying tack coat using bitumen emulsion (Rapid setting) complying with IS:8887-1995, spraying the bitumen emulsion with mechanically operated spray unit, cleaning and preparing the existing road surface as per specification				
(a)	233011	On W.B.M. @ 0.4kg/sqm	Sqm	22.2	4000	88800.00
(b)	233012	On bituminous surface @ 0.25kg/sqm	Sqm	15.47	1500	23205.00
5	233030	Providing and laying 2.5cm premix carpet surfacing with 2.25cum and 1.12cum of stone chippings of 13.2mm size and 11.2mm size respectively and 180kg of hot bitumen per 100sqm over a tack coat including consolidation with road roller of 6 to 8tonne capacity etc. complete (tack coat to be paid separately)				
(a)	233031	With paving asphalt 80/100 heated and then mixed with solvent at the rate of 70 gram per kg of asphalt	Sqm	153.43	5500	843865.00
6	236010	Cement concrete Grade M-15 of coarse aggregate 40mm nominal size, in pavements, laid to required slope and camber in panels as required including consolidation finishing and tamping complete	cum	2536.71	1750	4439242.50

7	237070	Providing and laying Dry Brick (FPS bricks of class designation 7.5) edging of full brick width and half brick depth including excavation, refilling / ramming and disposal of surplus earth lead upto 50m	metre	85.95	2000	171900.00
8	237080	Providing and laying Dry Brick (FPS bricks of class designation 7.5) edging laid length wise with half brick depth including excavation, refilling / ramming and disposal of surplus earth lead upto 50m	metre	24.93	1000	24930.00
Total amount of Schedule - B-VIII						10128482.75

Witness:-

1.

2.

Signature of tenderer

Dated: _____



Tender No. 70 of 2015-16 (Open)/North in (Two Packet. System)

Name of Work:- Construction of Barrack , Road, Drain and residual work of Administrative building, Staff Canteen, Staff quarters (Type-II = 125 units,TYPEIII=56UNIT, Type-IV = 03 units & Type-V = 02 units), other offices etc. and other miscellaneous work in connection with setting up of new 11 BN / RPSF battalion at Garhara

Annexure of Sch B-X

S. No.	USSOR 2012	Description of work	Unit	Rate	Quantity	Amount
1	2	3	4	5	6	7
1	081180	Providing and fixing in position collapsible steel shutters with vertical channels 20mmx10mmx2mm and braced with flat iron diagonals 20mmx5mm size with top and bottom rail of T-iron 40mmx40mmx6mm with 40mm dia. steel pulleys complete with bolts, nuts, locking arrangement, stoppers, handles and hold fasts including applying a priming coat of approved steel primer	Sqm	3240.06	140	453608.40
2	081100	Providing and fixing MS round or square bars / flats or grills in frames in window and clerestory windows	Sqm	62.47	6700	418549.00
3	081250	Providing and fixing ISI standard steel glazed doors, windows and ventilators of standard rolled steel sections (shutters & frame), joints mitered and welded with 15mmx3mm lugs, 10cm long, embedded in cement concrete blocks 15x10x10cm of 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate-20mm nominal size) or with wooden plugs and screws or rawl plugs and screws or with fixing clips or with bolts and nuts as required, including providing and fixing glass panes with glazing clips and special metal sash putty of approved make, necessary fittings such as brass handles, brass peg stays, brass spring catch, bolts, hinges, locks etc. as required, applying a priming coat of approved steel primer; but excluding the cost of metal beading				
3(a)	081252	Windows fixed	Sqm	3152.15	1195	3766819.25
3(b)	081255	Ventilators-centre hung	Sqm	3090.29	400	1236116.00
4	081021	In RSJ, tees, angles and channels	Kg	70.10	2410	168941.00
5	081022	In flats, plates, round or square bars	Kg	69.15	1300	89895.00
6	081420	Providing and fixing hand rail by welding etc. to steel ladders railing, balcony railing and staircase railing including applying a priming coat of approved steel primer				
6(a)	081421	M.S. tube (medium) 40mm nominal bore	Kg	106.02	2100	222642.00
6(b)	081423	G.I. pipes 40mm nominal bore (class B)	Kg	117.01	1100	128711.00
	108160	Providing and fixing on wall face unplasticised - Rigid PVC single socketed rain water pipes conforming to IS:13592 Type-A including jointing with seal ring conforming to IS:5382 leaving 10mm gap for thermal expansion				

108162	110mm dia.	metre	232.98	930	216671.4
108170	Providing and fixing on wall face unplasticised - PVC moulded fittings/accessories for unplasticised - Rigid PVC rain water pipes conforming to IS:13592 Type-A including jointing with seal ring conforming to IS:5382 leaving 10mm gap for thermal expansion				
108176	Single tee with door, 110mmx110mmx110mm	Each	393.77	48	18900.96
108178	Single tee without door, 110mmx110mmx110mm	Each	393.77	21	8269.17
108180	Providing and fixing on wall face unplasticised - PVC moulded bend and shoe for unplasticised-Rigid PVC rain water pipes conforming to IS:13592 Type-A including jointing with seal ring conforming to IS:5382 leaving 10mm gap for thermal expansion.				
108182	Bend 87.5°, 110mm dia. bend	Each	214.46	520	111519.2
171610	Boring, providing and installing bored cast-in-situ reinforced cement concrete pile of all length M-35 grade to carry a safe working load not less than specified including cost of boring with bentonite solution and temporary casing of appropriate length for setting out and removal of same and pile to be embedded in the pile cap etc. all including removal of excavated earth with all lifts and leads. Length of pile for payment shall be measured upto bottom of pile cap. Payment for steel reinforcement & cement will be made separately.				
171611	300mm dia. piles	metre	1368	1000	1368020.00
171612	400mm dia. piles	metre	1553.5	5000	7767450.00
Total of Schedule - B-X =					15976112.38

Witness:-

1.

2.

Signature of tenderer

Dated: _____



Tender No. 70 of 2015-16 (Open)/North in (Two Packet. System)

Name of Work:- Construction of Barrack , Road, Drain and residual work of Administrative building, Staff Canteen, Staff quarters (Type-II = 125 units,TYPEIII=56UNIT, Type-IV = 03 units & Type-V = 02 units), other offices etc. and other miscellaneous work in connection with setting up of new 11 BN / RPSF battalion at Garhara

Annexure of Sch B-XII

S. No.	USSOR No.	Description of work	Unit	Rate	Quantity	Amount
1	2	3	4	5	6	7
1	033060	Supply and using cement at worksite				
1 (a)	033063	PPC	Tonne	6400.90	1235	7905111.50
Total amount of Schedule - B-XII						7905111.50

Note:

- 1 Material as per requirements, shall be brought to site and kept under contractor's custody at their own cost and risk, without any damage like setting of cement etc.
- 2 Payment of the materials will be made through running and final bills as per actual consumption in the work and whatever wastage that taken place i.e. empty bags, etc, will be contractor's property and the same will be removed from site at his own cost. No payment is to be made for the material stored at site by the contractor. The cement supplied should be fresh.
- 3 The material are to be procured from the main producers/authorized stock yards and shall conform to latest IS (BIS) specifications.
- 4 Cement bags preferably in paper bags should bear following information legible marking:
 - (i) Manufacturer's name
 - (ii) Registered Trade mark of Manufacturer, if any.
 - (iii) Type of cement.
 - (iv) Weight of each bag in kg. or No. of bags/ Tones.
 - (v) Date of manufacture (Generally marked as week and month of year of manufactures)
 - (vi) It will bear ISI certificate mark.
- 5 Manufacturer's test certificate conforming to latest IS (BIS) specification should also be produced by contractor , duly authenticated by the Gazetted officer of the Engineering Department.
- 6 Cement as per requirement shall be brought to site only in reasonable quantity that can be utilized within a month from date of packing and same should be satisfactorily kept in contractor's godown at their own risk & cost
- 7 Contractor shall keep details of supply challan of receipt of cement as a record at site.
- 8 Contractor shall establish a field laboratory equipped with apparatus duly manned for carrying following tests of cement as per IS specifications.
 - i) Compressive Strength & Tensile Strength
 - ii) Initial & Final setting time
 - iii) Soundness
 - iv) Fineness Modulus
 - v) Consistency
- 9 Individual quantity between OPC & PPC may vary

Witness:-

1.

Signature of tenderer

2.

Dated: _____

Annexure- B-IX



Tender No. 70 of 2015-16 (Open)/North in (Two Packet. System)

Name of Work:- Construction of Barrack , Road, Drain and residual work of Administrative building, Staff Canteen, Staff quarters (Type-II = 125 units,TYPEIII=56UNIT, Type-IV = 03 units & Type-V = 02 units), other offices etc. and other miscellaneous work in connection with setting up of new 11 BN / RPSF battalion at Garhara

Annexure of Sch B-XIII

S. No.	USSOR No.	Description of work	Unit	Rate	Quantity	Amount
1	2	3	4	5	6	7
1	045016	Supplying Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete.Thermo-Mechanically Treated bars	kg	64.46	500000	32230000.00
					Total	32230000.00

Note:-

1	Material as per requirement shall be brought to site and kept under contract's custody at his own cost and risk without any damage like rusting of steel etc.
2	Payment for the materials will be made through running and final bills as per actual consumption in the work and whatever the wastage that takes place i.e. cut piece etc will be the contractors property and the same shall be removed from the site at his own cost
3	All Reinforcement Steel (TMT Bars) and Structural Steel shall be procured As per Specifications mentioned in BISs documents - IS:1786 and IS:2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured conform to the Specifications. These steel shall be procured only from those firms, which are Established, Reliable, Indigenous & Primary Producers of Steel, having Integrated Steel Plants (ISP), using iron ore as the basic raw material and having in-house iron Rolling facilities, followed by production of liquid steel and crude steel, as per Ministry Of Steel's guidelines. However, only certain isolated sections of structural steel, not being rolled by ISPs, can be procured from the authorized re-rollers of ISPs or authorized licensee of BIS having traceability system and who use billets produced by ISPs. Traceability shall be ensured by an officer specially authorized by the concerned SAG officer of the Zonal Railway on case to case basis for this purpose."
4	The Railway reserves the right to take samples of materials supplied by the contractor and to get the same tested in reputed laboratories and the results thereof shall be binding on the contractors.5
5	PVC clause will be applicable as per Chapter-III Sl. No. 34 (C) (II)

Witness:-

- 1.
- 2.

Signature of tenderer

Dated: _____

End of Tender Document
