



**START OF TENDER DOCUMENT**

***EAST CENTRAL RAILWAY***

***( DHANBAD DIVISION )***

***TWO PACKET SYSTEM***

***of***

***TENDER NOTICE NO. W.584/DHN/2016-17/Open/03 dated 04/04/2016***

***TENDER NO. N-03-It-06 ( Two packet System)***

***NAME OF WORK: Garhwa Road - Wyndhamganj - Elimination of level crossings by subways (6 Nos.)***

***Date of Sale of Tender form will be closed : 16.05.2016 (16:00 hrs)***

***Date of Closing of tender Box: 17.05.2016. (15:00 hrs.)***

***Date of Opening of Tender Box:18.05.2016 ( 11.30 hrs)***

**PACKET-I – TECHNICAL BID**

**PACKET-II – FINANCIAL BID**

***Office of the DRM/Engg/Dhanbad***

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**



**EAST CENTRAL RAILWAY**

**( DHANBAD DIVISION )**

**TWO PACKET SYSTEM**

**of**

**TENDER NOTICE NO. W.584/DHN/2016-17/Open/03 dated 04/04/2016**

**TENDER NO. N-03-It-06 ( Two packet System)**

**NAME OF WORK: Garhwa Road - Wyndhamganj - Elimination of level crossings by subways (6 Nos.)**

**Date of Sale of Tender form will be closed : 16.05.2016 (16:00 hrs)**

**Date of Closing of tender Box: 17.05.2016. (15:00 hrs.)**

**Date of Opening of Tender Box:18.05.2016 ( 11.30 hrs)**

**PART-I**

**PACKET-I – TECHNICAL BID**

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**

**East Central Railway**  
**( Dhanbad Division )**

**CHAPTER I**

1. Tender Notice No. : **W.584/DHN/2016-17/Open/03** dated **04.04.2016** ( Two Packet System)
  2. Tender Number : **N-03-It-06** (Two Packet System)
  3. Name of the work Garhwa Road -Wyndhamganj - Elimination of level crossings by subways (6 Nos.)
  4. Issued to (Full Name : .....  
and address of the  
Tenderer. ....)
  5. Money Receipt Number : ..... Dated .....
  6. Amount : .....
  7. Issued by : .....
- Dated : .....

Name and Signature of the  
Dealing Clerk selling the Tender  
Form : .....

Date : .....

Designation : .....

**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.

**DEN(4)/DHN**

**Signature of Tenderer/s**  
**Date**

- 4.0 The tender document includes various chapters 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, Packet – I will contain Technical Bid and Packet – II will contain 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 Packet –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 financial bids of these tenderers will be opened on the date and time notified to these tenderers. The financial bids of unsuccessful tenderers will not be opened and will be returned back to them.

This tender document contains **63 pages** (including cover pages) and consisting of **VIII Chapters**.

Chapter No.	Nature of document	Page reference
	<b>PART-I (Packet-I) Technical Bid</b>	<b>1-2</b>
I	Forwarding letter	<b>3-5</b>
II	Tender Notice/Corrigendum(s)	<b>6-8</b>
III	Form of tender	<b>9</b>
IV	Instruction to tenderer(s)	<b>10</b>
V	Conditions of tender	<b>11-32</b>
VI	Special condition of tender	<b>33-34 &amp; 60-63</b>
VII	Annexure I to VIII, <b>Format of MOU for Joint Venture &amp; Proforma for Bank Guarantee Bond</b>	<b>35-47</b>
	<b>Item of PART – II (Packet-II) Financial Bid</b>	<b>48</b>
VIII	Schedules of Work	<b>49-59</b>

- 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 number 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 (USSOR) Engineering Department 2012, as amended by updated correction slips hereinafter referred to as East Central Railway's "Unified Standard Schedule of Rates (USSOR 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".
- 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.

DEN(4)/DHN

Signature of Tenderer/s  
Date

10.0 **Scope of the Work:** Scope of the work under this work has been described in detail in Chapter VIII.

11.0 **Approximate cost of the work:** The tender assessed cost of the work covered by this tender is approximately **Rs.12,35,18,500/- (Rs. Twelve Crore Thirty five lakh eighteen thousand five hundred only).**

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 II & III of Chapter-VII of tender document with supporting documents. Tenders submitted without credentials as per Annexure II & III of Chapter-VII of Tender document are liable to be rejected.

**Opening of the tender:** Tender will be received in the prescribed tender box placed in the office of the Divisional Railway Manager, East Central Railway, Dhanbad (Engineering Department), office of the Asstt. Engineer, East Central Railway, Gujhandi and Barkakana up to 15-00 hours on **17.05.2016** and the **Packet I Technical Bid tender** will be opened on the next day i.e. **18.05.2016** at 11-30 hours in the office of the Divisional Railway Manager, E.C. Rly., Dhanbad (Engg. Deptt) in presence of the tenderer so present at the time of opening of the tender.

**Any tender papers received from other than Engineering Tender boxes will not be entertained.**

14.0 *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.7,67,600/- (Rs. Seven lakh Sixty seven thousand six hundred ) 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 120 days** from the date of opening of the tender.

17 **Period of Completion:** **08 (Eight) Months.** The successful Tenderer shall complete the entire work within the period specified in the tender notice viz. 08. (Eight) 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 marked as Annexure ‘A’ of these documents. Rebate, if any should be quoted in Schedule “D”. chapter VIII*

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.**

**21.0 Price variation clause:** **Applicable.**

**22.0 L/C No. -1/C/E,3/C/E,11/C/E,31/C/E,40/C/E & 43/C/E in GHD-WDM line** for elimination and construction of LHS

Enclosures:The tender document *Total 63 pages*

Witness

1.

2.

DEN(4)/DHN

Signature of Tenderer/s  
Date

**CHAPTER II**

**EAST CENTRAL RAILWAY**

**(Two Packet System for Sl. No.6,7 & 8)**

**TENDER NOTICE No. W.584/DHN/2016-17/Open/03**

: :

**Dhanbad, dtd.04.04.2016**

**Sealed Open Tender are invited for the under mentioned work:-**

Sl. No.	Name of the work	Tender value (In Rs.)	Completion period	Earnest money (In Rs.)	Cost of Tender document (In Rs.)
1	Provision of limited Height Sub-way in lieu of manned LC No. 7 at Km 10/17-18 between GHQ-MQX under AEN/RNQ.	1,02,75,291/-	11 (Eleven) Months	2,01,380/-	5,000/-
2	Provision of limited Height Sub-way in lieu of manned LC No. 32 at Km 39/10-11 between RMF-NUQ under AEN/RNQ.	1,02,75,291/-	11 (Eleven) Months	2,01,380/-	5,000/-
3	Provision of limited Height Sub- way in lieu of manned LC No. 37 at Km 46/0-1 between NUQ-WDM under AEN/RNQ.	1,02,75,291/-	11 (Eleven) Months	2,01,380/-	5,000/-
4	Provision of limited Height Sub-way in lieu of manned LC No. 54 at Km 67/2-3 between MXY-DXN under AEN/RNQ.	1,02,75,291/-	11 (Eleven) Months	2,01,380/-	5,000/-
5	Provision of limited Height Sub-way in lieu of manned LC No. 64 at Km 79/9-10 between DXN-JRQ under AEN/RNQ.	1,02,75,291/-	11 (Eleven) Months	2,01,380/-	5,000/-
6	<b>Garhwa Road- Wyndhamganj- Elimination of level crossing by subways. (6 Nos.).</b>	<b>12,35,18,500/-</b>	<b>08(Eight) Months</b>	<b>7,67,600/-</b>	<b>10,000/-</b>
7	Wyndhamganj - Chopan & Karaila Road - Singrauli- Elimination of level crossing by subways. (6 & 1 Nos. respectively).	17,60,24,676/-	08(Eight) Months	10,30,130/-	10,000/-
8	Nagaruntari- Chopan & Chopan - Singrauli- Elimination of level crossing by subways. (3 No. Each).	12,30,43,779/-	08(Eight) Months	7,65,220/-	10,000/-

**Similar nature of work for the above mentioned item is furnished below:**

Item No.	Similar nature of work
Item No. 1 to 8	Construction of any type of bridge.

Tender forms will be available from the office of the Divisional Railway Manager, East Central Railway, Dhanbad ( Tender and Bill section), Asst. Engineer, E.C. Railway, Gujhandi and Asstt. Engineer, E.C. Railway, Barkakana after submitting the money receipt which may be obtained by depositing required amount shown against each tender towards the cost of Tender papers with the Sr. Divisional Cashier, E. C. Railway, Dhanbad or Booking Counter of Dhanbad/ Gujhandi/ Koderma/ Barkakana/ Daltonganj/ Chopan between 12-00 hours to 16-00 hours on any working day up to **16.05.2016. The sale of tender form will be closed at 16-00 hours on 16.05.2016.**

Tender form will be received in the prescribed tender box placed in the office of the Divisional Railway Manager, East Central Railway, Dhanbad (Engineering Department), office of the Asstt. Engineer, East Central Railway, Gujhandi and Barkakana up to 15-00 hours on **17.05.2016** and the **tender will be opened on the next day i.e. 18.05.2016 at 11-30 hours in the office of the Divisional Railway Manager, E.C.Rly., Dhanbad (Engg. Deptt)** in presence of the tenderer so present at the time of opening of the tender. If the office is closed on the stipulated date and time due to some unaccounted holiday or bandh etc. the tender will be received and opened on the next working day at the same time.

**Any tender papers received from other than Engineering Tender boxes will not be entertained.**

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**

An additional amount of Rs.500/- (Five hundred ) only (Non-refundable) for each set of tender form against the above item may be deposited in Cash with Sr. Divisional Cashier, E.C. Railway, Dhanbad or Booking counter of Dhanbad/ Gujhandi/ Koderma/ Barkakana/ Daltonganj / Chopan or through **Demand Draft drawn in favour of FA & CAO/E.C.Rly., Hajipur, payable at Dhanbad**, for having tender form by post. The Railway shall not be responsible for delay, loss or non receipt of the tender forms, sent by post.

**Tender documents to be sent through Registered Post should invariably be addressed to Sr. Divisional Engineer (Co-Ordn.)/E. C. Railway/Dhanbad.**

The tender must be submitted along with prescribed amount of Earnest Money as mentioned above in acceptable form as mentioned in the tender documents. Tender received without the prescribed amount of Earnest Money, is liable to be summarily rejected . The tender form is not transferable . **The Earnest Money should be in cash or Banker's Cheques/ Demand drafts in favour of FA & CAO, E. C. Railway, Hajipur, Payable at Dhanbad, executed by State Bank of India or any of the Nationalized Banks or by a Scheduled Bank. Any variation in deposit particulars towards Earnest money will not be accepted.**

**ELIGIBILITY CRITERIA:**

1.	Should have completed in the last three (03) financial years and current financial year.	At least one similar work, for a minimum value of 35% of Advertised Tender value of work.
2.	Total contract amount received during the last three(03) financial years and in the current financial year.	(i) Should be minimum of 150% of the advertised tender value. (ii) Authentic Certificates shall be produced by the tenderer(s) to this effect which may be an attested Certificate from the employer/client, Audited Balance Sheet duly certified by the Chartered Accountant etc.

A) (I) List of work completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract, at the time of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.

(II) Similar nature of work physically completed within the qualifying period, i.e. the last 3 financial years and current financial year (even though the work might have commenced before the qualifying period) should only be considered in evaluating the eligibility criteria.

(III) 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 deductions 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.

(IV) In the case of composite work involving combination of different work, even separate completed work 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 super structure , a tenderer, who has completed one bridge work with pile foundation of value at least equal to 35% of tender value and also has completed one bridge work with PSC super structure 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.

(V) (A) List of similar nature of work is furnished below the list of work.

(B) List of work on hand indicating description of work, contract value, approximate value of balance work yet to be done, date of award of work and payment received till date from the same contract.

NOTE : (1) For (A) and (B) above related documents/certificates from the organizations with whom they worked /are working should be enclosed.

(2) Certificate from Private individuals for whom such work are executed/being executed shall not be accepted.

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**



(VI) "The tenderer for carrying out any construction work in Jharkhand/Bihar/UP/MP must get them selves registered from the Registering Officer under Section – 7 of the Building and other Construction workers Act,1996 and rules made thereto by the Jharkhand/Bihar/UP/MP Govt. and submit certificate of Registration issued from the Registering Officer of the Jharkhand /Bihar/UP/MP Govt.(Labour Deptt.) .For enactment of the 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."

**Important:**

1.	Earnest Money	The earnest money shall be 2% of the estimated tender value up to Rs.1.00 Crore and Rs.2.00 Lakh plus ½ % (Half percent) of the excess of estimated cost of work beyond Rs.1.00 crore subject to maximum of Rs.1.00 Crore,
2.	Security Deposit	Unless otherwise specified in the special conditions, if any, the Security Deposit should be 5% of the contract value.
3.	Performance Guarantee( P.G)	(a) The successful bidder Shall submit Performance Guarantee (P.G) amounting to 5% of the contract value in any of the following forms:- (i) a deposit of cash, (ii) Irrevocable Bank Guarantee, (iii) Government Securities including State Loan Bonds at 5 percent below the market value, (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks. (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks; (vi) a Deposit in the Post Office Savings Bank; (vii) a Deposit in the National Savings Certificates; (viii) Twelve years National Defence Certificates; (ix) Ten years Defence Deposits; (x) National Defence Bonds; and (xi) Unit Trust Certificates at 5 percent below market value or at the face value which ever is less. Also FDR in favour of FA & CAO/C , (free from any encumbrance) may be accepted. Note: The instruments as listed above will also be acceptable for Guarantees in case of Mobilization advance.

It is presumed that, every tenderer is fully conversant with the Indian Railway's standard General Conditions of Contract, 2014, corrected up to date , before submitting tender for any work. General Conditions of Contract ,2014, corrected up to date, may be seen from the Office of the Sr. Divisional Engineer (Co-ord), E.C. Railway, Dhanbad (Tender & Bill section).

**N.B:** (1) The tender Notice also available on website <http://www.ecr.indianrailways.gov.in> and <http://www.tenders.gov.in>.

(2)Tender document can be downloaded from website <http://www.ecr.indianrailways.gov.in> and <http://www.tenders.gov.in>. The facility is available free of cost. However, **Demand Draft for the amount, as mentioned against each of the tender, towards the cost of tender papers, drawn in favour of FA & CAO /E.C.Rly./ Hajipur, payable at Dhanbad,** will have to be enclosed with the tender in addition to the earnest money. **Any variation in deposit particulars towards Cost of tender documents will not be accepted.**

**3) Participations of Joint Venture Firms will not be applicable**

In case of tender documents downloaded from Internet website, if tender is not accompanied with valid demand draft/Money receipt towards the cost of tender documents or if any addition / alteration found in the tender documents, the tender will be summarily rejected.

Sd/-  
**for Divisional Railway Manager (Engineering)**  
**East Central Railway/ Dhanbad.**

**DEN(4)/DHN**

**Signature of Tenderer/s**  
**Date**



**CHAPTER- III**

**EAST CENTRAL RAILWAY**  
**TENDER FORM (FIRST SHEET)**

To,  
The President of India,  
Acting through : Sr. Divisional Engineer (Co-Ordn.)/E.C. Railway, Dhanbad.

**Tender Notice No** : W.584/DHN/2016-17/Open/03 dated 04.04.2016 (*Two Packet System*)  
**Tender Number** : *N-03-It-06 (Two Packet System)*

Name of work : Garhwa Road -Wyndhamganj - Elimination of level crossings by subways  
(6 Nos.)

I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **120** days from the date fixed for opening of the same and in default hereof, I/We will be liable for forfeiture of my/our "Earnest Money/Security deposit". I/We offer to do the work for "**Garhwa Road -Wyndhamganj - Elimination of level crossings by subways (6 Nos.)**" at the rate quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within 08 (**Eight**) months from the date of issue of letter of acceptance of the tender. I/We also hereby agree to abide by the General Conditions of Contract-2014 with up to date correction slip and to carry out the works according to the Special Conditions of Contract and specifications for materials and works as laid down by Railway in the annexed Special conditions/specifications and the East Central Railway's Schedule of Rates-2012 edition with up to - date Correction Slips.

2(A) A sum of **Rs.7,67,600/-** is herewith forwarded as Earnest Money. The full value of Earnest Money shall stand forfeited without prejudice to any other rights 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 Railways that such documents are ready for; and

b) I/We do not commence the work within fifteen days after receipt of orders to the effect.

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

Witness :

1) .....

2) .....

**DEN(4)/DHN**

**Signature of Tenderer/s**  
**Date**

**Chapter IV**

**EAST CENTRAL RAILWAY**  
**INSTRUCTIONS TO TENDERERS:**

**Tender Notice No** : W.584/DHN/2016-17/Open/03 dated 04.04.2016 (*Two Packet System*)

**Tender Number** : **N-03-It-06 (Two Packet System)**

1. The Tender is for Garhwa Road -Wyndhamganj - Elimination of level crossings by subways (6 Nos.)
2. The Tender must be submitted in sealed cover in the prescribed Form obtainable from the Office of the Divisional Railway Manager, East Central Railway, Dhanbad (Engg. Department ), AEN/E. C. Railway/ BRKA & GJD on any working day up to **16.05.2016** on production of Money receipt for Rs.**10,000/-** only towards the cost of Tender Form either of the Sr. Divisional Cashier/Dhanbad or Booking Counter of Dhanbad/Gujhandi /Koderma/Barkakana/ Daltonganj/Chopan and should be deposited either in the Tender Box kept in the office of the Divisional Railway Manager, E. C. Railway, Dhanbad (Engg. Department ) or AEN/BRKA or AEN/GJD before closing of tender box at 15:00 hrs. on **17.05.2016**. In no circumstances the amount paid for the cost of tender form will be refunded. The Tender Form is not transferable. The Tender will be opened on next day i.e. **on 18.05.2016** at 11:30 hrs. in the office of the Divisional Railway Manager, E. C. Railway (Engg. Department ), DHN .
3. Tenderers should specify their business names (if any) and should submit along with the Tender the constitution of their firms and the Power of Attorney, Partnership Deed without which the tender may not be considered.
4. The cancellation of any document such as power of Attorney, partnership Deed etc. should be forthwith communicated by the Contractors to the Administration in writing, failing which the administration shall have no responsibility or liability for any action taken on the strength of the said documents.
5. The tenderer should submit **Rs.7,67,600/-** as Earnest Money for the due performance with the stipulation to keep the offer open for the period specified . The Tenderers shall hold the offer open for a period of 120 days from the date fixed for opening the same. It being understood that the Tender Documents have been sold / issued to the Tenderer and the Tenderer/s is / are being permitted to tender in consideration of the stipulation on his part that after submitting his tender, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the competent authority of the East Central Railway. Should the tenderer fail to observe or comply with the foregoing stipulations the aforesaid amount of **Rs. 7,67,600/-** shall be liable to be forfeited to the Railway.
6. The requisite Earnest Money of **Rs.7,67,600/-** as per Chapter-II should be submitted along with the Tender Document without which the tender will not be considered and rates quoted will not be read out.
7. The acceptance of the Tender will rest with the Competent Railway authority who reserve the right to divide the tender amongst more than one tenderer, if deemed necessary and also to reject any or all Tenderers received, without assigning any reason, and does not bind himself to accept the lowest or any other tender.
8. Each page of the Tender Form should be signed by the Tenderer/s.
9. Tenders, who do not comply with the foregoing instructions, shall not be considered.
10. The following books may be purchased by the Tenderers from Office of the Divisional Railway Manager, Engineering Bill & Tender Section , if they are not already in possession of the same.
  - (i) East Central Railway's General Conditions of Contract – 2014 Edition, Price of Rs. 100/- only.

**DEN(4)/DHN**

**Signature of Tenderer/s**  
**Date**

## Chapter V

### **TENDER FORM (Second Sheet) Condition of Tender**

**1. INSTRUCTIONS TO TENDERERS 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) Standard General Conditions of Contract and Standard Specifications for materials and works of Indian Railway as amended/corrected up to latest correction slips, copies of which can be seen in the office of Sr. Divisional Engineer (Co-ord), E.C. Railway, Dhanbad or obtained from the office of the Chief Engineer, East Central Railway on payment of prescribed charges.
- (e) Schedule of Rates, as amended/corrected up to latest correction slips, copies of which be seen in the office of Sr. DEN(Co-ord), E.C. Railway, Dhanbad or obtained from the office of the Chief Engineer, East Central Railway on payment of prescribed charges.
- (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 Drawings for the work can be seen in the office of the Sr. Divisional Engineer(Co-ordn.), E.C. Railway, Dhanbad and/or Chief Engineer, E.C. Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(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.

#### **I. BOOKS OF REFERENCE:**

**These tender documents are to be read with the followings books/codes/manuals with versions updated/corrected/modified upto the date of tender opening:**

##### **(A) Railway/IRS books of reference:-**

- 1) E.C. Railway Engineering Department- General Conditions of Contract -2008 as amended by updated correction slips termed GCC 2008.
- 2) E.C. Railway Engineering Department 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

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**

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)

*Page 13 of 102*

**(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
- 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.

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**

- 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.  
*Page 14 of 102*  
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.

**DEN(4)/DHN**

**Signature of Tenderer/s**  
**Date**

**(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.**

**2.1 SCOPE OF TENDER: Garhwa Road=Wyndhamganj – Elimination of level crossing by sub ways(6 Nos.)**

**(L/C No. -1/C/E,3/C/E,11/C/E,31/C/E,40/C/E & 43/C/E in GHD-WDM line for elimination and construction of LHS)**

3. The Tenderer(s) shall quote his/their rates as a percentage above or below the Schedule of Rates of the East Central Railway as applicable to Dhanbad Division 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. (i) Tenders containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by Tenderer (s) in his/their entries must be attested by him/them.

(ii) In case of ambiguity in rates quoted in words or figure, rate quoted in words shall be considered.

5. The works are required to be completed within a period of **08(Eight) months** from the date of issue of acceptance letter.

**6. (A) Earnest Money:**

The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be 2% of the estimated cost of the work up to Rs. 1.00 Crore and Rs. 2.00 Lakh plus ½ % (Half percent) of the excess of estimated cost of work beyond Rs.1.00 crore subject to maximum of Rs.1.00 Crore, The earnest money should be rounded to the nearest Rs.10/-. This earnest money shall be applicable for all modes of tendering.

1. (a) The tender must be accompanied by a sum of **Rs. 7,67,600/-** 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 tenderer(s) shall keep the offer open for a minimum period of 120 days from the date of opening of the tender. It is understood that the tender documents has been sold/ issued to the tenderer (s) and the tenderer(s), is/ are permitted to tender in consideration 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 Competent Railway authority/Engineer of East Central Railway, should the tenderer fail to observed 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) Earnest Money of the un-successful tenderer(s) will, save as here-in-before provided, be returned to the un-successful tenderer(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.

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**



**(2) The Earnest Money should be in cash or Banker's Cheques/ Demand drafts in favour of FA & CAO, E. C. Railway, Hajipur, payable at Dhanbad executed by State Bank of India or any of the Nationalized Banks or by a Scheduled Bank.**

{Ref. :- Railway Board's letter No.2013/CE-I/CT/O/45/JV dated 22.09.2014}

**(B) Security Deposit (Clause 16(1) of GCC-2014) :** The Earnest Money deposited by the contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rate are which are given below, may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractor's "On Account" bills. Provided also that in case of defaulting contractor the Railway may retain any amount due for payment to the contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.

**Recovery of Security Deposit (Clause 16.2 of GCC-14):** Unless otherwise specified in the special conditions, if any, the Security Deposit / rate of recovery/ mode of recovery shall be as under:

- (a) Security Deposit for each work should be 5% of the contract value,
- (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered,
- (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD, such as SD in the form of instruments like BG (except Note (ii) below); FD, etc. shall be accepted towards Security Deposit.

Security Deposit shall be returned to the contractor after the expiry of the maintenance period in all the cases other than Note (i) mentioned below and after passing the final bill based on No claim certificate with the approval of the Competent Authority. The Competent Authority shall normally be the Authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, than 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 contractors to Railways against the contract concern. Before releasing the SD, an unconditional and unequivocal no-claim certificate from the contractor concerned should be obtained.

NOTE-

- (i) After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (ii) In case contracts of value Rs.50/- crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

Clause 16.3 of GCC: No interest will be payable on the earnest money and the security deposit or amount payable to the contractor under the contract, but Government Securities deposited in terms of Sub- clause(1) of this clause will be payable with interest accrued thereon..

DEN(4)/DHN

Signature of Tenderer/s  
Date



**(C) Performance Guarantee (P.G) (Clause 16.4 of GCC-14 ) :-**

The procedure for obtaining **Performance Guarantee** is outlined below:

- (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 31<sup>st</sup> 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:
  - (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 Savings 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 which ever 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.*

- (c) 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 Performance Guarantee 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 Performance Guarantee (P.G) extended to cover such extended time for completion of work plus 60 days.
- (d) The value of P.G. 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 increase 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.

**DEN(4)/DHN**

**Signature of Tenderer/s**  
**Date**

- (e) The Performance Guarantee (P.G.) shall be released after the Physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) 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 and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm.
- (g) 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.

{Ref. :- Item-1 to Railway Board's letter No.2007/CE-I/CT/18 Pt. XII, dated 31.12.2010}

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

**DEN(4)/DHN**

**Signature of Tenderer/s**  
**Date**

## 10 ELIGIBILITY CRITERIA FOR OPEN TENDER COSTING ABOVE 50.00 LAKH

1.	Should have completed in the last three financial years( i.e. current year and three previous years)	At least one similar single work for a minimum value of 35% of advertised Tender value of work.
2.	Total contract amount received during the last 3(Three) financial years and in the current financial year.	Should be a minimum of 150% of the advertised tender value. Tender Committee would satisfy themselves about the authenticity of the certificates produced by the tenderer(s) to this effect which may be an attested certificate from the employer/ client , audited balance sheet duly certified by the chartered Accountant etc. The details about the certificate to be accepted in regard to the turnover.

N.B: Regarding solvency , Tender Committee shall examine the overall financial soundness of the tenderer based upon the volume of work handle , turn over, Balance sheet etc.

A) (i) List of work completed in the last three financial years giving description of work, organisation for whom executed, approximate value of contract, at the time of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.

(ii) Similar nature of work physically completed within the qualifying period, i.e. the last 3 financial years and current financial year (even though the work might have commenced before the qualifying period) should only be considered in evaluating the eligibility criteria.

(iii) 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 deductions 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.

(i) In the case of composite work involving combination of different work, even separate completed work 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 super structure , a tenderer, who has completed one bridge work with pile foundation of value at least equal to 35% of tender value and also has completed one bridge work with PSC super structure 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.

(v)(A) List of similar nature of work is furnished item wise in ANNEXURE available with Tender Notice .

(B) List of work on hand indicating description of work, contract value, approximate value of balance work yet to be done, date of award of work and payment received till date from the same contract.

NOTE :(1)For (A) and (B) above related documents/certificates from the organizations with whom they worked /are working should be enclosed.

(2) Certificate from Private individuals for whom such work are executed/being executed shall not be accepted.

**11. Tenderer`s Credentials** - Documents testifying tenderer`s previously experience and financial status should be produced along with the tender or when desired by competent authority of the East Central Railway.

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

(i) His capacity to carry out the works satisfactorily

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

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

DEN(4)/DHN

Signature of Tenderer/s  
Date

12. Tender must be enclosed in a sealed cover, subscribed "Tender No. **03/06 of 2016-17** and must be sent by registered post to the address of Divisional Railway Manager(Engg.), East Central Railway so as reach this office not later than 15-00 hours on the **17.05.2016** or deposited in the spl. box allotted for the purpose in the office of DRM/E.C. Rly., Dhanbad (Engineering Tender Box), AEN/ Gujhandi and AEN/ Barkakana of E.C Railway. This special box will be sealed at 15-00 hours on **17.05.2016**. The Packet-I will be opened at 11.30 hrs on **18.05.2016**. The tender papers will not be sold after 16-00 hour on **16.05.2016**.

13. Non-compliance with any of the conditions setforth there in above is liable to result in the tender being rejected.

**14. Execution of Contract Documents:** The successful tenderer(s) shall be required to execute an agreement with the President of India acting through the Competent Railway authority for carrying out the work according to standard general conditions of contract, special conditions/specifications annexed to the tender and specifications for work and materials of East Central Railway as amended/corrected up to latest correction slips mentioned in tender form (First Sheet).

**15. 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 alongwith 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 document. The Railway will not be bound by any power of Attorney granted by the tenderer or by changes in 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.

16. 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 alongwith 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 authorizing him/them to submit the tender, sign the agreement, receive money, witness measurement, 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.

**17.1 Employment/Partnership, etc. of Retired Railway Employees:**

{Ref. :- Railway Board's letter No.2014/CE-I/CT/O/9/RET dated 22.01.2015 }

(a) Should a tenderer be a retired engineer of the Gazetted rank or any other Gazetted officer Working before his retirement, whether in the executive or administrative capacity, or whether holding a pensionable post or not, in the Engineering or any other department of any of the railway 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 **one year** prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the tenderer or the Engineer or Officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected.

DEN(4)/DHN

Signature of Tenderer/s  
Date

(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 Engineering or any other department of the East Central Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision of clause 62 of the General Condition of Contractor.

**17.2 (Clause 59.(10) Restrictions On The Employment Of Retired Engineers Of Railway Services Within One Years Of Their Retirement :** The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit Earnest Money Deposit (EMD), Performance Guarantee(PG) and Security Deposit(SD) of the contract.

{Ref. :- Railway Board's letter No.2014/CE-I/CT/O/9/RET dated 22.01.2015 }

18. Vehicles and equipments of contractors can be drafted for restoration work and relief to passengers by Railway administration in case of accidents natural calamities involving human lives.

19. The following information should be displayed on a proper "steel board" of size not less than 1m x 1m at all project sites for better appreciation of the project to railway officials and to the public as well : {Ref. :- Railway Board's letter No.2014/CE-I/CT/O/21/1 dated 10.11.2014 }

<b>Name of The Organization/ Railway</b>	
<b>(i)</b>	<b>Name of Project</b>
<b>(ii)</b>	<b>Approx. Cost of Project</b>
<b>(iii)</b>	<b>Expected Date of Completion</b>
<b>(iv)</b>	<b>Name and address of the Contractor</b>
<b>(v)</b>	<b>Address of Engineer-in-Charge</b>

**20. Variations in quantities During Execution of Works Contract (Clause 42.4 of GCC):** The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts :

- (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 as 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 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.

DEN(4)/DHN

**Signature of Tenderer/s**  
**Date**



- (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:
  - (a) The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
  - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining “No Claim Certificate” from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
  - (c) It should be certified that the work proposed to be reduced will not be required in the same work.
- (4) The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
- (5) No such quantity variation limit shall apply for foundation items.
- (6) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
- (7) For the tenders accepted at the Zonal Railways level, the variation in the quantities will be approved by the authority in whose powers the revised value of the agreement lies.
- (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.  
*{Authority: (1) Item-9 to Railway Board's letter No.2007/CE-I/CT/18 dated 28.09.2007 and  
(2) Item-2 to letter No.2007/CE.I/CT/18 Pt.XII, dated 31.12.2010}*

## 21. TENDER OFFER BY FAX

i) Offer received through FAX may be considered in case single tender subject to the firm submitted post confirmation copy of their letter head duly signed by the authorized person as per the tender conditions within ten working days from the date of opening.

ii) However, FOR OTHER TYPE OF TENDERS I.E. Limited and Advertised / Open Tenders, offer received through Fax and found in the tender box at the time of opening of the tenders and complete in all respects duly signed by the authorized signatory should be treated as in time offer subject to the firm/ firms submitted post confirmation copy duly signed by the authorized person as per the tender conditions within ten working days from the date of opening.

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**

iii) All other offers received by FAX not covered in para- 1 & 2 above shall be treated as invalid. The offer received by FAX as covered in Para- 2 above shall be deemed as unresponsive in case the confirmation copy is not received within time stipulated in Para- 2 above.

6. It shall be the sole responsibility of tenderers to ensure that the offers submitted by FAX are dropped in appropriate tender box in sealed cover/ covers and within the prescribed time and date. The Railways shall not be responsible in any way for any delay in dropping the FAX offers in the appropriate tender box.

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

(Ref:-Rly bd's letter No.2012/CE-I/CT/0/20 dated 10.05.13 )

In terms of provisions of new Clause 26A.1 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.

22.1. Further, in case the contractor fails to employ the Qualified Engineer, as aforesaid in Para 19 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 1(a) and 1(b) above respectively.

22.2. 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.

## **23. Provision of efficient and competent staff at work sites by the contractor (Clause 26 of GCC):**

23.1 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.

23.2 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.

23.3 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.

## **24. IMPOSITION OF TOKEN PENALTY FOR DELAY IN COMPLETION OF WORK:**

The existing clause 17(B) of G.C.C. provides for recovery of liquidated damages from the contractor for delay in completion of work. The competent authority while granting extension to the currency of contract under Clause 17(B) of G.C.C. may also consider levy of token penalty as deemed fit based on the merit of the case.

**DEN(4)/DHN**

**Signature of Tenderer/s**  
**Date**



**25. RECOVERY OF TAXES:**

25.1 Income Tax @ 2% (Two percent) on the Gross amount of each bill, with a surcharge of 15% (Fifteen percent) on the Income Tax deducted, will be recovered from all the bills of the contractors in terms of Section-194 (C) of Income Tax Act-1961 and Ministry of Finance circular No. 593 dtd. 05.02.1991.

In case of any revision / alteration in taxes, received from the Income Tax Department, the same will be taken into account as per the directives.

25.2 Sales Tax will be recovered from the contractors' bills as per the rule, circulated by the concerned state Government from time to time.

**25.3 Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996" (Clause 55-C of GCC) :** The tenderers, for carrying out any construction work, must get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration, issued from the Registering Officer of the concerned State Govt. (Labour Dept.). As per this Act, the tenderer shall be levied a cess @1% of cost of construction work, which would be deducted from each bill. Cost of material, when supplied under a separate schedule item, shall be outside the purview of cess.

{ Authority : Railway Board's letter no. 2008/CE-I/CT/6, Dated 29.11.2013 }

**26. Wages To Labour (Clause 54 of GCC-14) :** The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" and the Rules made thereunder in respect of any employees directly or through petty contractors or subcontractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract. If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor. If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from any moneys due or accruing to the contractor under this or any other Contract with the Railways.

**27. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952( Clause 55-B of GCC) :** 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.

{ Authority : Railway Board's letter no. 2012/CE-I/CT/O/22, Dated 14.12.2012 }

**28. PRICE VARIATION CLAUSE(PVC) (Clause 46A GCC-14) :** *Price Variation Clause (PVC) shall be applicable only for contracts of value ( Original Contract Agreement Value) Rs.50.00 lakh and more, irrespective of the contract completion period.*

**28.1 Applicability-** Price Variation Clause shall be applicable only for Contracts of value as prescribed by the Ministry of Railways through instruction/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. If, 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.

(Ref: Rly. Board's letter No.2007/CE-I/CT/18/Pt.19 (FTS-8798) dtd. 15.10.2014.)

DEN(4)/DHN

Signature of Tenderer/s  
Date

**28.2 Base Month :** 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 months following the month of opening of tender. The Price Variation shall be based on the average Price Index of the quarter under consideration.

**28.3 Validity:** Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible on account of 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.

**28.4** 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.

**28.5** 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, Insulators, Zinc, Erection etc. However, for fixed components, no price variation shall be admissible.

**28.6** The percentages of labour component, material component, fuel component etc. in various types of Engineering Works shall be as under :

Component	Percentage	Component	Percentage
<b>(A) Earthwork Contracts :</b>			
Labour component	50%	Other material component	15%
Fuel component	20%	Fixed component*	15%
<b>(B) Ballast and Quarry Products Contracts :</b>			
Labour component	55%	Other material component	15%
Fuel component	15%	Fixed component*	15%
<b>(C) Tunneling Contracts :</b>			
Labour component	45%	Detonators component	5%
Fuel component	15%	Other material component	5%
Explosive component	15%	Fixed component*	15%
<b>(D) Other Work Contracts :</b>			
Labour component	30%	Fuel component	15%
Material component	40%	Fixed component*	15%

\* It shall not be considered for any price variation.

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

$$(i) \quad L = \frac{W \times (L_Q - L_B)}{L_B} \times \frac{L_C}{100}$$

$$(ii) \quad M = \frac{W \times (M_Q - M_B)}{M_B} \times \frac{M_C}{100}$$

$$(iii) \quad F = \frac{W \times (F_Q - F_B)}{F_B} \times \frac{F_C}{100}$$

DEN(4)/DHN

Signature of Tenderer/s  
Date

$$\begin{aligned} \text{(iv)} \quad E &= \frac{W \times (E_Q - E_B)}{E_B} \times \frac{E_C}{100} \\ \text{(v)} \quad D &= \frac{W \times (D_Q - D_B)}{D_B} \times \frac{D_C}{100} \\ \text{(vi)} \quad S &= S_W \times (S_Q - S_B) \\ \text{(vii)} \quad C &= C_V \times (C_Q - C_B) / C_B \end{aligned}$$

Where-

L Amount of price variation in Labour  
M Amount of price variation in Materials.  
F Amount of price variation in Fuel.  
E Amount of price variation in Explosives.  
D Amount of price variation in Detonators.  
S Amount of price variation in Steel.  
C Amount of price variation in Cement.  
T Amount of price variation in Concreting.  
R Amount of price variation in Ferrous Items.  
N Amount of price variation in Non-Ferrous Items.  
Z Amount of price variation in Zinc.  
I Amount of price variation in Insulator.

$L_C$  = % of Labour component.  
 $M_C$  = % of Material component.  
 $F_C$  = % of Fuel component.  
 $E_C$  = % of Explosive component.  
 $D_C$  = % of Detonators component.  
 $T_C$  = % of Concreting component.  
 $R_C$  = % of Ferrous component.  
 $N_C$  = % of Non-Ferrous component.  
 $Z_C$  = % of Zinc component.

W Gross value of the work done by the contractor as per on- account bill(s) excluding cost of materials supplied by Railway at fixed price. 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).  
 $L_B$  Consumer Price Index Number for Industrial Workers - All India – published in RBI Bulletin for the base period.  
 $L_Q$  Consumer Price Index number for industrial workers - All India- Published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration.  
 $M_B$  Index Number of Wholesale Prices – By groups and Sub-groups - All commodities - as published in the R.B.I. Bulletin for the base period.  
 $M_Q$  Index Number of Wholesale Prices - By Groups and Sub-groups - All commodities - as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration.

DEN(4)/DHN

**Signature of Tenderer/s**  
**Date**

- F<sub>B</sub> Index Number of Wholesale Prices – By Groups and Sub-groups for Fuel and Power as published in the R.B.I. bulletin for the base period.
- F<sub>Q</sub> Index Number of Wholesale Prices - By Groups and Sub-groups for fuel and power as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration.
- E<sub>B</sub> Cost of Explosives as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of explosives are made by the contractor for the base period.
- E<sub>Q</sub> Cost of Explosive as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of explosives are made by the contractor for the average price index of the 3 months of the quarter under consideration.
- D<sub>B</sub> Cost of detonators as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of detonators are made by the contractor for the base period.
- D<sub>Q</sub> Cost of detonators as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of detonators are made by the contractor for the average price index of the 3 months of the quarter under consideration.
- S<sub>W</sub> Weight of steel in tonne, supplied by the contractor as per the ‘on account’ bill for the month under consideration.
- S<sub>Q</sub> SAIL’s (Steel Authority of India Limited) ex-works price plus Excise Duty thereof (in rupees per tonne) 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.
- S<sub>B</sub> SAIL’s ex-works price plus Excise Duty thereof (in rupees per tonne) 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.
- C<sub>V</sub> Value of cement supplied by contractor as per on account bill in the quarter under consideration.
- C<sub>B</sub> Index No. of Wholesale Price of sub-group (of Cement & Lime) as published in RBI Bulletin for the base period.
- C<sub>Q</sub> Index No. of Wholesale Price of Sub-group (of Cement & Lime) as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration.
- C<sub>S</sub> RBI wholesale price index for cement & Lime for the month which is six months prior to date of casting of foundation.
- C<sub>O</sub> RBI wholesale price index for cement & Lime for the month which is one month prior to date of opening of tender.
- R<sub>T</sub> IEEMA price index for Iron & Steel for the month which is two months prior to date of inspection of material.
- R<sub>O</sub> IEEMA price index for Iron & Steel for the month which is one month prior to date of opening of tender.
- P<sub>T</sub> IEEMA price for Copper wire bar for the month which is two months prior to date of inspection of material.
- P<sub>O</sub> IEEMA price for Copper wire bar for the month which is one month prior to date of opening of tender.
- Z<sub>T</sub> IEEMA price for Zinc for the month which is two months prior to date of inspection of material.
- Z<sub>O</sub> IEEMA price for Zinc for the month which is one month prior to date of opening of tender.

DEN(4)/DHN

Signature of Tenderer/s  
Date

- I<sub>T</sub> RBI wholesale price index for Structural Clay Products for the month which is two months prior to date of inspection of material.
- I<sub>o</sub> RBI wholesale price index for Structural Clay Products for the month which is one month prior to date of opening of tender.

{Authority : Railway Board's letters no. 85/W-I/CT/7 Pt.1, Dated 18.07.2012 and no. 2007/CE-I/CT/18/Pt.13, Dated 02.05.2014}

**28.8** The demands for escalation of cost shall be allowed on the basis of provisional indices made available by the 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.

**28.9** Relevant categories of steel for the purpose of operating price variation formula, as mentioned in this clause, based on SAIL's ex-works price plus Excise Duty thereof, shall be as under:-

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

**28.10 Price Variation During Extended Period of Contract**

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable up to 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 of 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.
- (b) 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 be; 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.

{ Authority : Railway Board's letters no. 2007/CE-I/CT/18/Pt.19, Dated 14.12.12 }

**29. The Price Variation Clause (PVC) of General Condition of Contract (GCC) shall not apply to such a works contract which is either an Annual Maintenance Contract (AMC) or a Zonal Contract.**

{ Authority : Railway Board's letters no. 2007/CE-I/CT/O/10/PVC/Pt. I Dated 27.01.15 }

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**

### **30. PARTICIPATION OF JOINT VENTURE (JV) FIRMS IN WORKS TENDER:-**

**Clause 65 of GCC-July' 2014) : This Clause shall be applicable for works tenders of value of more than Rs.10.00 Crore only. (Ref.: Rly bd's letter No.2002/CE-I/CT/37 JV Pt. VIII dated 14.12.2012)**

30.1 Separate identity/name shall be given to the Joint Venture Firm.

30.2 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 not be more than five, if the work involves more than one department.

30.3 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.

30.4 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.

30.5 The joint venture firm shall be required to submit Earnest Money Deposit (EMD) along with the tender in terms of the provisions contained in Para – 5 (Earnest Money) of Part-1 of GCC. {Ref. :- Railway Board's letter No.2013/CE-I/CT/O/45/JV dated 22.09.2014}

30.6 One of the members of the JV Firm shall be its Lead Member 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 upto three members and not less than 10% each in case of JV Firms with more than three members. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.

30.7 A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm alongwith 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 Indian Railways Standard General Conditions Of Contract As On 30th June 2014 Page 59 alongwith the tender).

30.8 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.

30.9 Approval for change of constitution of JV Firm shall be at the sole discretion of the 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.

30.10 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.

30.11 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 Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.

30.12 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 :

**DEN(4)/DHN**

**Signature of Tenderer/s**  
**Date**



30.12.1 Joint And Several Liability - 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 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 the contract or part thereof.

30.12.2 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.

30.12.3 Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

30.13 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.

30.14 No member of the Joint Venture Firm 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.

30.15 Documents to be enclosed by the JV Firm alongwith the tender :

30.15.1 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.

30.15.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed :

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she 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.

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

(a) Notary certified copy of resolutions 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.

(b) Copy of Memorandum and Articles of Association of the Company.

(c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

30.15.4 All the Members of 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.

{ Authority : Railway Board's letter no. 2002/CE-I/CT/37 JV Pt III, Dated 05/14.11.2013 }

30.16 Credentials & Qualifying Criteria : Technical and financial eligibility of the JV Firm shall be adjudged based on satisfactory fulfillment of the following criteria :

30.16.1 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder) :

(a) Either the JV Firm or Lead Member of the JV Firm 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 of 35% of advertised value of the tender.

**DEN(4)/DHN**

**Signature of Tenderer/s**  
**Date**



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, superstructure etc.), for each component, at least 35% of the value of any of such components 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 upto 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 Indian Railways Standard General Conditions Of Contract As On 30th June 2014 Page 61 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 the 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 to the above mentioned technical eligibility criteria in the tender under consideration.

30.16.2 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 upto 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

{ Authority : Railway Board's letter no. 2002/CE-I/CT/37, Dated 07.09.2011 }

### **31. CONDITIONS FOR P.WAY WORKS AND P.F. WORKS, WHICH ARE DONE NEAR TRACK AND BRIDGE WORKS.**

31.1 The contractor shall not start any work without the presence of railway supervisor or his representative and contractors supervisor at site.

31.2 The Engineer In-charge shall approve the methodology proposed to be adopted by the contractor, with a view to ensure safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirements to be adopted / followed while executing the work.

31.3 There shall be an assurance register kept at each site, which will have to be signed by both, i.e. Railway supervisor or his representative as well as the contractor's supervisor as a token of their having understood the safety precautions to be observed at site.

DEN(4)/DHN

**Signature of Tenderer/s**  
**Date**

32. The provision of contract labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) General Rules, 1971 with all addition, alteration and amendments as may be made from time to time shall be fully binding on the contractor and shall become part of this contract thereof. The violation of any of the essential and substantial terms and conditions of the said act by the contractor as one of the parties to the contract, may lead to abrogation of contract as per order and or directive of the competent authority under the said act and rules with or without any notice what-so-ever on that, without payment of any damage what-so-ever, which may arise as a consequent upon such abrogation of the contract.

33. The contractor besides his other liabilities shall also be bound and liable to the Railway Administration (Principal Employer) being the parties to the contract to pay or/ on compensation for the expense which the Railway has to incur to fulfill the terms and conditions and or provision of the said act, rules because of failure on the part of the contractor to fulfill these terms and condition and or provision of the said act and rules and Railway Administration (Principal Employer) as one of the as parties to the contract shall be at liberty to deduct the amount may also be essential in this manner as provided for the Act and the rules or otherwise at its description.

34. **Clause No.51(2) of GCC -2014 Post payment Audit** : It is an agreed terms of the contract that the Railway reserves to itself the right to carry out a post payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund of any excess amount paid to him if, as a result of such examination, any over-payment to him is discovered to have been made in respect of works done or alleged to have been done by him under the contract.

35. **Clause No.52 of GCC -2014 withholding and lien in respect of sums claimed** : Whenever any claim or claims for payment of a sum of Money arises out of or under the contract against the contractor, the Railway shall be entitled to with hold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Railway shall be entitled to with hold the said cash security deposit or the security if any, furnished as the case may be and also have a lien over the said pending finalization or adjudication of any such claim. IN the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor the Railway shall be entitled to with hold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with this or any other Railway or any department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or monies so with held or retained under the lien referred to above by the Railway will be kept with held or retained as such by the Railway till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration Clause) or by the competent Court as the case may be and that the contractor will have no claim for interest or damages what-so-ever on any account in respect of such with holding or retention under the lien referred to supra and duly notified as such to the Contactor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Railway shall be entitled to with hold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum fund payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.

DEN(4)/DHN

Signature of Tenderer/s  
Date

36 **Clause No.52A of GCC -2014 – 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 with held 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 the contractor shall have no claim for interest or damages, what-so-ever 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.

**37. PAYMENT OF ADVANCES TO CONTRACTORS: Not applicable**

**38.** If called upon to do, the tenderer shall state the proposed source of supply of Materials, Tools & plant, Equipment as required to be supplied and installed by him/them.

**39.** It shall not be obligatory on the said authority to accept the lowest tender and no tenderer/tenderers shall demand any explanation for the cause of rejections of his/their tender.

**40.** The contractor shall be fully responsible to pay all taxes including Sales Tax/VAT, Duties, Royalty, Cess etc. as will be levied on the sale for bi-product by the Government or Public Body or Local Authority as referred to in clause-9 of Tender Schedule and clause-23 (ii) of the special condition of contract. In case, the Railway is obliged to pay any amount to the Government, Public Body or Local Authority in execution of the work or to incur any expenditure in connection with the sale of by-product due to contractor's failure to fulfill his statutory obligation, the Railway shall be at liberty to recover from the contractor, the amount of expenditure so incurred by deducting it from security deposit and or any sum due by the Railway to the contractor whether under this contract or under other contracts. The decision of the Railway regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

**41.** The cancellation of any document such as Power of Attorney, Partnership Deed etc. should be forthwith communicated by the contractor to Administration in writing, failing which the administration shall have no responsibilities or liability for any action taken on the strength of the said documents.

**42.** The special conditions stipulated herein below in addition to the condition mentioned in earlier pages shall be binding on the part of tenderer.

**43. DECLARATION: regarding tender documents downloaded from website**

**The tenderer, hereby, declares that the tender documents (being submitted after downloading the same from website) is exactly the same which has been published by Railway. No addition/ alteration/deletion has been done in the tender document by the tenderer, else the tender will be summarily rejected. If it is detected having modified at any stage , the same will be treated as invalid, i.e. terms & conditions as provided in the original tender documents will prevail and will be binding on both side.**

DEN(4)/DHN

Signature of Tenderer/s  
Date

Chapter VI

**SPECIAL CONDITION OF TENDER**

- 1 In all matters not expressly provided for or allowed in execution of works shall be in accordance with the **Indian Railways Standard General Conditions of Contract-July/ 2014**.. Moreover, the following condition will also prevail in addition to these laid down in the Engineering department Book of General condition of contract and standard specification referred to above. Where there is any conflict between the instruction/conditions of specification contained in the special conditions of this tender and any to those which appear in the Book of General Condition of contract and standard specifications on which schedule of rates is based (2012) edition referred to in this contract the former shall prevail.
- 2 All materials to be supplied by the contractor shall be subject to prior inspection and approval of site by the Divisional Engineer or his representative. Rejected materials should be removed from the site by the contractor at his own cost within the time fixed by the Officer-in-Charge.
- 3 No tools and plants for execution of the works shall be supplied by the Railway and the contractor will have to make his own arrangements for the same and nothing extra will be paid on this account. However, the same may be supplied to the contractor on request, if available in stock on hire charge basis.
- 4 No passes or concessional facilities either for travel of the contractor or his own agents and his labour for transportation of material will be allowed by the Railway.
- 5 The rates quoted by contractor **should be inclusive of Sales Tax/VAT and any other taxes, as applicable on date of opening of tender and nothing extra will be paid in the scope.**
- 6 Fluctuation of market rates should be considered before rates are quoted and claim will not be entertained on this account in any case except price variation clause as applicable.
- 7 Contractor will be paid for the quantity of work actually done by him according to the terms and conditions of the contract.
- 8 The acceptance of the tender does not entitle the contractor any compensation, in case, the work is not done even after the execution of the agreement.
9. The Railway reserves the right to increase or decrease the quantity of the contract and Railway does not guarantee to give work against each item of the tender schedule and the contractor will not be entitled to any claim and compensation on this account.
- 10 The Contractor has to take all precautionary measures for the protection of any structure column and other installation adjacent to the site of work by providing adequate props, shoring etc. , which is to be approved by the Engineer-in-charge.
11. Any increase/ decrease in statutory taxes during the currency of the contract will be reimbursed/ recovered by the Railways. The contractor will have to submit the latest rates of these taxes during execution of work with each running bill along with documentary proof issued by competent authority of department concerned.

DEN(4)/DHN

Signature of Tenderer/s  
Date

**12. SPECIAL CONDITION REGARDING ROYALTY PAYMENT :**

(i) Engineer shall ensure that the minerals being used by the contractor has been purchased from valid authorized lease/permit holders/authorized dealers.

In case of Moorum & 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.

(ii) The works department/Railway shall do the followings to prevent evasion of royalty and illegal mining-

(a) Bill preferred by works contractor in which minor minerals has been used, must be accompanied with an affidavit in 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.

(b) 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 contractor as per rules.

(iii) Any increase in royalty after Tender opening date shall be payable by the Railway. Similarly any decrease in Royalty shall be deducted from the contractor's bill by the Railway.

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**

**Chapter VII**  
**ANNEXURE - I**

**DECLARATION REGARDING ASSOCIATION OF RAILWAY OFFICER(S) WITH TENDERER (S)**

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

**DEN(4)/DHN**

**Signature of Tenderer/s**  
**Date**

**ANNEXURE - II**

**DETAILS OF WORK AWARDED TO THE FIRM DURING LAST FIVE YEARS**

Sl. No.	Name of work taken up during last five years	Nature of work, Brief Description	Name of Address of the Claint/Deptt.	Contract value in Lacs of Rupees	Date of Award of contract	Schedule Date of Completion	Actual Date of completion with brief reason for delay, if any	Whether the work was completed in continuing of terminated.	Whether any specialized agencies other contractor were employed by the tender and if so, what for ?	Net payment received during the financial year against each of the contract in the last 5 years.	Current commitment of work.			
											This Year i.e. 20__	Next year i.e. 20__	Next year i.e. 20__	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)			

DEN(4)/DHN

Signature of Tenderer/s  
Date



Annexure III

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

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

DEN(4)/DHN

Signature of Tenderer/s  
Date

**ANNEXURE – IV/A**

**LIST OF ARBITRATION CASES DURING LAST FIVE YEARS**

Sl. No.	Name of work	Value of work	Name of Client/Deptt.	Amount and date of claim preferred	Claim of Deptt., if any.	Brief Reasons of disputes.	Final/Present position of the Case.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**

**ANNEXURE – IV/B**

**LIST OF COURT CASES DURING LAST FIVE YEARS**

Sl. No.	Name of work	Value of work	Name of Client/Deptt	Name of Court	Date of Institution of Case	Relief sought from Court	Brief Reason of Dispute	Final Present position of the Case.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**

**ANNEXURE –V**

**DETAILS OF EQUIPMENT**

Sl. No.	Description of Equipments	Number Available	Date of Purchase	Date of Manufacture	Mote	How Driven i.e. Petrol/Diesel/ Electric	Condition of the Equipment	Whether the Equipment can be inspected.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**

**ANNEXURE – VI**

**DETAILS OF TECHNICAL PERSONNEL**

Sl. No.	N A M E	Age	Technical Qualifications(s)	Position with the Tenderer	Commencement of present employment	Total experience	Emoluments.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**

Annexure-VII

**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 it 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 it 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

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**



**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 cooperate 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:

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**

- 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.

DEN(4)/DHN

Signature of Tenderer/s  
Date

**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: - Shri _____ of M/s. _____	Signature:- Shri _____ of M/s. _____	Signature: - Shri _____ of M/s. _____
---------------------------------------------	--------------------------------------------	---------------------------------------------

Witnesses: -

1) Signature: Name: Address:-	1] Signature: Name Address:-	1] Signature: 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.)**

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**

**Annexure-VIII**

**PROFORMA FOR BANK GUARANTEE BOND**

**GUARANTEE BOND**

To

**The President of India,  
Acting through  
FA & CAO, E.C. Railway, Hajipur**

1. In consideration of the President of India (hereinafter called "the Government") having agreed to exempt \_\_\_\_\_ (hereinafter called "the said Contractor(s) " from the demand, under the terms and conditions of an Agreement \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called " the said Agreement") of security deposit for the due fulfillment by the said Contractor(s) of the terms and condition contained in the said Agreement, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We \_\_\_\_\_ (hereinafter referred to as " the bank") at the \_\_\_\_\_ (Indicate the name of the bank) 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 Agreement.
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 notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suite or proceeding pending 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.

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**

4. We \_\_\_\_\_ further agree that the guarantee herein contained shall  
(indicate the name of the bank)  
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 **Railways** 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 \_\_\_\_\_ further agree with the Government that the  
(indicate the name of the bank)  
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 \_\_\_\_\_ lastly undertake not to revoke this guarantee  
(indicate the name of Bank)  
during its currency except with the previous consent of the Government in writing.

Date the \_\_\_\_\_ day of 20\_\_\_\_\_  
for \_\_\_\_\_  
(Indicate the name of Bank)

DEN(4)/DHN

Signature of Tenderer/s  
Date

**EAST CENTRAL RAILWAY**

**( Dhanbad Division )**

**TWO PACKET SYSTEM**

**of**

**TENDER NOTICE NO. W.584/DHN/2016-17/Open/03 dated 04.04.2016 ( Two Packet System)**

**TENDER NO. N-03-It-06 ( Two packet System)**

**NAME OF WORK: Garhwa Road -Wyndhamganj - Elimination of level crossings by subways (6 Nos,)**

**PART-II**

**PACKET-II – FINANCIAL BID**

**ISSUED TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**East Central Railway/Dhanbad Division**

**TENDER FORM**

**SCHEDULE OF RATES**

**(Rates are to be quoted by the Tenderer(s))**

**Name of work** :- Garhwa Road -Wyndhamganj - Elimination of level crossings by subways (6 Nos.)

**Date of completion** : The work is to be completed in all respect within 08 (Eight) months from the date of acceptance of tender.

***Schedule - A-I (Dismantling and re-linking of p. way work)***

Sl. No	Description of work	Qty.	Unit	Rate in figure (Rs.)	Rate in words (Rupees)
1	Dismantling of existing 52kg/60 kg/90 R standard busy track on any type of sleepers and any other track element to be done under block protection / without block protection including 30 M lead	1590	TM		
2.	Trolleying rails/ switches/ X-ing by Dip lorry / Rail dolly or any other means up to a distance of 1Km. including X-ing of track with all lead, lift, crossing of multiple lines and stacking them as per direction of site In-Charge with contractor's Dip Lorry /Rail Dolly etc.	1800	MT		
3.	Carrying/Trolleying any type of sleepers/PRC sleeper upto a distance of 1 Km including all lead, lift, ascent, descent, crossing multiple lines etc. and keeping them away from infringement of running track.	2520	Each		
4.	Laying of track	780	M		
5.	Mannual Deep screening of track ballast 300mm	780	TM		
6	Lifting of track 150mm	3600	TM		
7	Through packing 3 round.	6000	Sleepers		

**Schedule - A -II (Special items)**

<b>Sl. No</b>	<b>Description of work</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate in figure (Rs.)</b>	<b>Rate in words (Rupees)</b>
1	Placement of precast RCC segmental box with the help of road crane at desired location, carefully by pulling method, during traffic and power block with all contractor's labours, tools and materials, crane, machinery, preparation of surface as directed by Engineer, including inserting 32mm dia rods 1200mm long in holes filling of joints by epoxy mortar and laying of required sand including cost of epoxy and sand.( Steel rod will be paid separately.)	2550	MT		
2.	Loading of RCC box bridge / RCC slab by crane to the trailer and fixing it by wire rope with trailer as per direction of Engineer in - charge to avoid any damage of RCC Box bridges / RCC slab. The rate includes all tools and plants and other incidental charges.	2550	MT		
3.	Unloading of RCC Box bridges / RCC slab with the help of road crane as per direction of Engineer in - charges. The rate includes, construction of temporary plane surface for resting of box bridges with all tools and plants and other incidental charges.	2550	MT		
4.	Transporting of RCC Box bridge/RCC slab by road to the site of work up to 25 km. Rate include hiring charges of trailer required for transportation of above materials and provision of making of kuchha road to transport the casted RCC Box bridge / RCC slab to the site of the work, if required and other incidental charges.	2550	MT/K M		
5.	Execution of ancillary work for launching and de-launching of service girder with the help of contractor's crane, including supply of required number of contractor's labour / tools and plants on block period.. The item includes pre block work & post work associated with launching & de-launching of service girder with all lead, lift etc complete. Details scope of work :- 1) Carrying of approx 260 nos. scrap wooden sleepers from PWI store to the bridge site and return back to PWI store after completion of work.2) Making of wooden sleeper from crib under speed restriction. 3) Launching of service girder during traffic block. 4) De- launching of service girder by crane during traffic block.	6	Each		
6	Dismantling of existing L-Xing completely	6	Each		

**Schedule- B /I (General)**

<b>Sl No.</b>	<b>Description</b>	<b>Rate in figure (%age above/below/at par)</b>	<b>Rate in words (%age above/below/at par)</b>
1	For Chapter- 01, 03, 04, 05, 08, 10, 11, 18, 19, 21, 22, 23, 24 & 25 of Schedule of USSOR-2012 of E. C. Railway, for item listed in Annexure-I. <b>(Approx. Basic Cost. Rs.6,34,10,353/-)</b>		

**(N.B. Tenderer should quote only one rate in percentage above or below or at par for Schedule-B)**

**Schedule- B /IV (Steel Work)**

<b>Sl No.</b>	<b>Description</b>	<b>Rate in figure (%age above/below/at par)</b>	<b>Rate in words (%age above/below/at par)</b>
1	For Chapter-04 of Schedule of USSOR-2012 of E. C. Railway, for item listed in Annexure-II. <b>(Approx. Basic Cost. Rs.2,39,79,120/-)</b>		

**(N.B. Tenderer should quote only one rate in percentage above or below or at par for Schedule-B)**

**Schedule- B /V (Supply of Cement)**

<b>Sl No.</b>	<b>Description</b>	<b>Rate in figure (%age above/below/at par)</b>	<b>Rate in words (%age above/below/at par)</b>
1	For Chapter-03 of Schedule of USSOR-2012 of E. C. Railway, for item listed in Annexure-III. <b>(Approx. Basic Cost. Rs.1,67,36,491/-)</b>		

**(N.B. Tenderer should quote only one rate in percentage above or below or at par for Schedule-B)**

DEN(4)/DHN

Signature of Tenderer/s  
Date

Sch-B-I (General)					Annexure-I	
Sl. No	Description of item	Qty	Rate	Unit	Amount	Ch.-Pg.-It.
1	Earthwork in excavation for foundations and floors of the bridges, retaining walls etc. including setting out, dressing of sides, ramming of bottom, getting out the excavated material, back filling in layers with approved material and consolidation of the layers by ramming and watering etc. including all lift, disposal of surplus soil upto a lead of 300m, all types of shoring and strutting with all labour and material complete as per drawing and technical specification as directed by Engineer in charge All kinds of soils	12600	292.93	Cum	3690918.00	192011,
2	Earthwork in excavation for foundations and floors of the bridges, retaining walls etc. including setting out, dressing of sides, ramming of bottom, getting out the excavated material, back filling in layers with approved material and consolidation of the layers by ramming and watering etc. including all lift, disposal of surplus soil upto a lead of 300m, all types of shoring and strutting with all labour and material complete as per drawing and technical specification as directed by Engineer in charge Ordinary rock	4500	284.38	Cum	1279710.00	192012,
3	Providing, hoisting and fixing in position upto floor two level_M-30 Grade precast RCC work including setting in cement mortar 1:3 (1 cement : 3 coarse sand) and finishing smooth with 6mm thick cement plaster 1:3 (1 cement : 3 fine sand) on exposed surfaces complete including cost of centering, shuttering, finishing, admixtures in recommended proportion (as per IS:9103) to accelerate, retard setting of concrete, improve workability without impairing strength and durability, excluding cost of cement and steel reinforcement, as per approved plan & direction of Engineer incharge In vertical and horizontal fins individually or forming box louvers	540	7066.96	Cum	3816158.40	043016,
4	Providing and laying in position machine mixed, machine vibrated and machine batched Design Mix Cement Concrete M35 grade (Cast in-Situ) using 20mm graded crushed stone aggregate and coarse sand of approved quality in RCC raft foundation & Pile cap including finishing, using Admixtures in recommended proportions (as per IS:9103), if approved in Mix design to accelerate or retard setting of concrete and/or improve workability without impairing strength and durability complete as per specifications and direction of the Engineer in charge. Payment for cement, reinforcement and shuttering shall be paid extra.	40	2745.77	Cum	109830.80	192040
5	Providing and laying in position machine mixed, machine vibrated and machine batched Design Mix Cement Concrete M35 grade (Cast in-Situ) in bottom/top slab, side walls, toe wall and sumps haunch filling head walls or any other component using 20mm graded crushed stone aggregate and coarse sand of approved quality of cast in-situ RCC box of size upto 5m (bigger inside dimension) including finishing, Admixtures in recommended proportions (as per IS:9103), if approved in Mix design, to accelerate, retard setting of concrete, improve workability without impairing strength and durability, complete as per drawings and technical specifications as directed by Engineer in charge. Payment for cement, reinforcement and shuttering shall be paid extra.	510	2745.77	Cum	1400342.70	194010

DEN(4)/DHN

Signature of Tenderer/s  
Date

**Schedule-B-I (General) Annexure-I**

6	Providing, hoisting and fixing in position upto floor two level M-30 Grade precast RCC work including setting in cement mortar 1:3 (1 cement : 3 coarse sand) and finishing smooth with 6mm thick cement plaster 1:3 (1 cement : 3 fine sand) on exposed surfaces complete including cost of centering, shuttering, finishing, admixtures in recommended proportion (as per IS:9103) to accelerate, retard setting of concrete, improve workability without impairing strength and durability, excluding cost of cement and steel reinforcement, as per approved plan & direction of Engineer incharge In slabs for drain covers, manhole covers, flue tops etc.	276	3735.88	Cum	1031102.88	043015,
7	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.1:1.5:3 (1 cement : 1.5 sand : 3 graded stone aggregate 20mm nominal size)	1110	2911.03	Cum	3231243.30	031024
8	Providing and laying in position machine mixed, machine vibrated and machine batched Design Mix Cement Concrete M20 grade (Cast - in Situ) using 20 mm graded crushed stone aggregate and coarse sand of approved quality in Abutment, pier, wing walls and return walls of Mass cement concrete above RCC raft Including finishing complete as per specifications and direction of the Engineer in charge. Payment for cement, reinforcement and shuttering shall be paid extra.	900	2745.77	Cum	2471193.00	192050,
9	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 1:2:4 (1 cement : 2 sand : 4 graded stone aggregate 20mm nominal size).	1386	2911.03	Cum	4034687.58	031023,
10	Providing & applying epoxy for bonding of new concrete to old concrete @ 0.80 kg/sqm with pot life not less than 60-90 minutes and as per specifications including cleaning the surface	3600	556.78	Sqm	2004408.00	222120
11	Welded steel wire fabric of required width rectangular mesh 75x25mm size, weight not less than 7.75 kg/sqm painted with two or more coats of enamel paint of approved shade over a coat of primer (painting to be paid for separately)	360	535.08	Sqm	192628.80	241021
12	Finishing walls with water proofing cement paint of required shade two or more coats on new work applied @ 3.84 kg/10 sqm	750	40.96	Sqm	30720.00	115110
13	Providing weep holes by making suitable opening or drilling in existing Brick Masonry / Plain / Reinforced Concrete abutment, wing wall/return wall with 100 mm dia AC pipe, extending through the full width of the structure complete	1200	373.93	M	448716.00	222160,

DEN(4)/DHN

Signature of Tenderer/s  
Date

14	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.	5700	139.23	Cum	793611.00	013120
15	Providing Boulder Backing behind wing wall, return wall, retaining wall with hand packed boulders & cobbles with smaller size boulders toward the back including all lead, lift, labour & other incidental charges as complete work in all respect. Payment for boulder/cobbles will be done extra.	3600	168.19	cum	605484.00	222290
16	Stone Boulder Weighing minimum 35 kg each	3600	596.94	cum	2148984.00	252390
17	Supplying and filling sand in plinth and under floors including watering, ramming, consolidating and dressing complete	900	602.73	cum	542457.00	012050,
18	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 All kinds of soils	13800	93.54	cum	1290852.00	011011
19	Extra for lead of earth work above initial lead of 50m in all kind of soils and rocks : For every 50 m or part thereof - lead over 50m and upto 150m (pay 2 lead)	13800	10.85x2	cum	299460	011051
20	Preparation of subgrade by excavating earth upto 22.5cm depth, dressing to camber and consolidating with power road roller of 8 to 12 tonne capacity including making good the undulations etc. and disposal of surplus earth with lead upto 50m	5400	38.41	Sqm	207414.00	231010
21	Consolidation of subgrade with power road roller of 8 to 12 tonne capacity including making good the undulations etc. with earth or quarry spoils etc. and re-rolling the subgrade	5400	1.50	Sqm	8100.00	231020
22	Providing & laying each layer of flat brick soling hand packed & joints filled with ordinary sand With well burnt bricks Class 7.5 designation	6600	182.54	Sqm	1204764.00	231031



23	Providing and laying in position cement concrete of specified proportion excluding cost of cement, centering and shuttering - All works upto plinth level : 1:3:6 (1 cement : 3 sand : 6 graded stone aggregate 40mm nominal size)	1350	2537.86	cum	3426111.00	031012
24	Providing and laying design mix cement concrete in roads, having a cube strength of M-30 using cement, coarse sand and graded stone aggregate of 40mm nominal size as per approved design. mechanically vibrated, steel form work, curing, providing and filling construction & dummy joints with approved joint filler (conforming to grade B of IS:1834) rounding of the edges, making & filling the grooves as per drawing	1620	3093.54	cum	5011534.80	236020
25	4cm thick bitumastic sheet with hot bitumen of approved quality using stone chippings (60% 12.5mm nominal size and 40% 10mm nominal size) 2.60cum and coarse sand 2.60cum of road surface and with 478kg bitumen per 100sqm of road surface over a tack coat including consolidation with road roller of 8 to 10 tonne etc. complete (tack coat to be paid separately) With paving bitumen 80/100 heated and then mixed with solvent at the rate of 70 gram per kg of asphalt	5400	302.83	Sqm	1635282.00	234021
26	Providing and applying 2.5mm thick road marking strips (retro-reflective) of specified shade/colour using hot thermoplastic material by fully/semi automatic thermoplastic paint applicator machine fitted with profile shoe, glass beads dispenser, propane tank heater and profile shoe heater, driven by experienced operator on road surface including cost of material, labour, T&P, cleaning the road surface of all dirt, seals, oil, grease and foreign material etc. complete as per direction of Engineer-in-charge and in accordance with applicable specifications	150	3769.00	Sqm	565350.00	238050
27	Providing and fixing of raised pavement markers made of polycarbonate moulded body and reflective panels with micro prismatic lens made of polycarbonate with abrasion resistant coating. The length, weight and width of body shall not exceed 95mm, 18mm and 105mm respectively. The lower surface of the RPM shall be supported with two nylon shanks, each of length not less than 25mm. Fixed to the road by using twin nylon shanks using bituminous adhesive on bitumen roads or without nylon shanks with epoxy resin adhesive on concrete roads as per directions of Engineer Incharge. The RPM should conform to the quality standards as laid down in IR Standard Specifications	300	767.05	Each	230115.00	238060
28	Manufacturing supplying and fixing retro reflective sign boards made up of 2mm thick aluminium sheet Cautionary/warning sign boards of equilateral triangular shape having each side of 900mm with support length of 3650mm	24	3766.42	Each	90394.08	238041

DEN(4)/DHN

Signature of Tenderer/s  
Date

29	Structural steel work welded in built up sections, trusses and framed work, girders, stagings, racks, etc. including cutting, bending, straightening, hoisting, fixing in position including applying a priming coat of approved steel primer complete - upto 6m height above GL In RSJ, tees, angles and channels	45000	87.27	kg	3927150.00	081031
30	Brick work with non-modular (FPS) bricks of class designation 7.5 in foundation and plinth in :Cement mortar 1:6 (1 cement : 6 fine sand)	90	2774.94	cum	249744.60	051015
31	Centering and shuttering including strutting, propping etc. and removal of form for :Walls (any thickness) including attached plasters, buttresses, plinth and string courses etc.	6600	227.40	Sqm	1500840.00	042012
32	Centering and shuttering including strutting, propping etc. and removal of form for :Foundations, footings, bases of columns, raft foundation of washable aprons, Pile caps, Footings of FOB etc.	2400	138.30	Sqm	331920.00	042011
33	Paving bitumen of penetration 80/100 of approved quality	3	32200.00	MT	96600.00	255010
34	Painting top of roofs with residual type petroleum bitumen of penetration 80/100 of approved quality at 17kg/10sqm impregnated with a coat of coarse sand at 60 cudm/10sqm including cleaning the slab surface with brushes and finally with a piece of cloth lightly soaked in kerosene oil complete	780	111.06	Sqm	86626.80	105030
35	Stone Aggregate broken : 50mm nominal size	600	1508.80	m3	905280.00	252080
36	Supplying of all types of structural steel conforming to Fe 410 B of IS:2062, fabrication, assembling, erection / slewing / end launching of steel girders (not requiring traffic block) upto 45.7m span on sub-structure including provision of trolley refuges, if required complete as per approved drawing including one coat of Zinc chrome primer to IS:104 & one coat of Zinc Chrome Red Oxide to IS:2074 and painting as per IRS-B-1 on all members (detailed fabrication and erection drawings & launching methodology will be prepared and got approved by the contractor from Railway). Rate includes fabrication of all the types of battens, bracings, ties, stiffeners, packing, diaphragms, shop rivets / welding, T&F bolts, drifts, shop welds, templates, jigs, fixtures, back up supports, accessories, transporting various components from fabrication shop to site, .... Contd. - including loading, unloading, lift and taxes complete, assembly of girders' on- drifts/bolts, field riveting/welding, assembling of temporary support for side slewing, raising of girders to the bed block level, providing sliding arrangements and slewing the girder in position, lowering of girder on bearings and bed plates, grouting holes in the bed block for fixing of HD bolts/anchor pins of bed plates, all temporary arrangements. Load testing may be done under Chapter-22. The bearing sets to be provided with the girders will be paid separately as per relevant item separately. ..Plate Girder/Semi Through Girder	156	78585.50	MT	12259338	211011

DEN(4)/DHN

Signature of Tenderer/s  
Date

37	Assembling and erection of fabricated material including rocker and roller bearings with crane/derrick at site on sub structure with labour, equipment, T&P including site riveting/welding with all temporary arrangements, scaffolding etc. with contractors design and scheme for longitudinal launching/side slewing (not requiring traffic block) approved by Railway. Rate includes field rivets / welding, drifts, service bolts etc. as per drawings Plate Girder/Semi Through Girder	156	14431.29	MT	2251281.24	211021
<b>Total</b>					<b>63410352.98</b>	

**Schedule-B-IV (Steel Work)**

**Annexure-II**

Sl. No	Description of item	Qty	Rate	Unit	Amount	Ch.-Pg.-It.
1	REINFORCEMENT : High yield strength deformed bars	372000	64.46	kg	23979120.00	045014
<b>Total</b>					<b>23979120.00</b>	

**Schedule-B-V (Supply of Cement)**

**Annexure-III**

Sl. No	Description of item	Qty	Rate	Unit	Amount	Ch.-Pg.-It.
1	Supply and using cement at worksite : PPC	2614.709	6400.90	Tonne	16736490.84	033063
<b>Total</b>					<b>16736490.84</b>	

DEN(4)/DHN

Signature of Tenderer/s  
Date

**EAST CENTRAL RAILWAY/ DHANBAD DIVISION**  
**SCHEDULE- D**  
**REBATE**

**Order No. 03/06**

**of 2016-17**

**Open Tender**

**Name of work:** Garhwa Road -Wyndhamganj - Elimination of level crossings by subways (6 Nos)

I/We offer general rebate of .....% (in figures) ..... percent (in words) as a lump sum rebate on items of all Schedule.

- NOTES: 1 If any tenderer wishes to give any rebate on the rates quoted by him / them the same can be filled by him/ them in this Schedule.
- 2 It is to be noted that such rebate if offered, shall apply on the rates quoted for all the items in all other Schedules of the Tender documents. Such a rebate shall be totally unconditional.
- 3 In case a Tenderer does not wish to give any rebates, he / they 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 no recorded in the blanks above at the time of opening of the tender by the officials opening of the tender.
4. If any tenderer gives any type of conditional rebate, such rebate shall not be considered for evaluation of the tender.

**DEN(4)/DHN**

**Signature of Tenderer/s**  
**Date**

**NOTE**

1. Only one rate in percentage above or below is to be quoted.
2. It will be the contractor's responsibility to hand over vacant unoccupied possession of the completed works to Railway authorized representative.
3. All the materials condition for works under this schedule shall be given at the top of each chapter in **USSOR-2012 of ECR** with the following modifications.
  - (i) Railway shall not supply any equipment, tools & machinery.
  - (ii) The payment will be made on the weight of door frame and door leaves.
4. One coat primer and one coat of paint to be done in the store of IOW before fixing in position. Second coat of paint to be done after fixing the door in position.

**C E M E N T & S T E E L**

1. Materials 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/rusting of steel.
2. Payment for the materials will be made through running and final bills, as per actual consumption in the work and whatever wastage that takes place i.e. cut pieces etc. will be contractor's property and the same shall remove from the site of his own cost.
3. The materials are to be procured from IS(BIS) approved firms. Independent tests should also be conducted to ensure that the materials conform to IS(BIS) specifications.
4. Cement bags preferably in paper bags should bear following information in legible marking.
  - (i) Regd. Trade mark of manufacturer, if any
  - (ii) Type of cement.
  - (iii) Manufacturers name
  - (iv) Weight of each bag in Kg. or No. of Bags/Tone.
  - (v) Date of manufacture, generally marked as well as of the month, year of manufacture.
5. Manufacturers test certificate conforming to latest IS contractor should be submitted alongwith material supplied.
6. 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 contractor. All the cost of material testing will be borne by the Contractor.

### **Special condition of track**

1. The work will be done as per instruction and under supervision of sectional PWI or his representative
2. Day to Day caution will be issued by sectional PWI or his representative and track protection will be done by Railway.
3. The work will normally be done for 6 days in a week.
4. All tools and plants including rail cutting machine , hacksaw blades and drill twise, ratched brace etc. required for the work will be supplied by the contractor at his own cost.
5. Traffic block required for the work will be arranged by the sectional PWI or his representative and contractor will be responsible for strict adherence and timely completion of work. In case of non-availability of block due to any reason no compensation will be payable.
6. The work will be carried out in day time between sun rise to sun set only and the contractor must ensure that during the course of work as well as after the days work track is fit for movement of traffic.
7. No compensation towards any accident what so ever will be paid by the Railway.
8. Packing will conform to para 224 , item (1) & (2) of Indian Railway P.Way Manual.
9. The work may be started from the length of the section according to the need of the Railway and as directed by PWI In-charge. The contractor shall be bound to execute the work accordingly.
10. Medical facilities, housing and watering arrangement for contractor's labour and his staff will be arranged by the contractor.
11. The track will be handed over in perfect condition i.e. level gauge's alignment, packing and boxing should be proper before the work ends finally.
12. The work will be done under speed restrictions to be imposed by sectional PWI. Caution signalman will be provided by the Railway.
13. Contractor will use 20mm size screening mesh for screening work.
14. Wooden blocks and wedges required for the work will be supplied by the contractor at his own cost.
15. No two consecutive sleepers shall be tackled at a time.
16. Work will be stopped in perfectly safe condition at east 06 minutes earlier before passenger of every train.
17. The length of the track will be taken open or different operations of Deep screening etc. as per the direction of the Engineer at site.
18. Deep screening must proceeds changing of sleepers, Deep screening and re-sleeping shall not be done simultaneously at a particular location.
19. Prevention of accidents, where vehicles are permitted to ply adjacent to the running line experienced Gangman shall also be posted by the Railway as Flagman at the cost of the contractor to prevent accidents and the amount towards wages of the Flagman will be recovered from the contractor's bill.
20. If there is any conflict between conditions nominated in the "special condition" contained herein and which appear in the pamphlet and schedules reformed in the former shall be observed.
21. Any further clause or remarks added in the tender form by the contractor will disqualify his tender. In case of any remarks required to be added that should be done in a covering letter.
22. No enhancement over the accepted rates will be allowed in any case of any subsequent enhancement of Railway freight, Govt. Duty Taxes of any sort, levy of new taxes rise in wages and prices of materials etc.. The points should be taken into account while quoting rates.
23. The contractor must abide by and comply with the provisions and Rules of contract Labour (Regulations and Abolition) Act. 1970 and Central Rules- 1971.
24. The contractor shall be responsible for adequate supervision of the work as regard safety of track , train and travelling public, proper care and custody of Railway Materials and any other Govt. property handed over to be the concerning PWI till it is returned back to PWI concerned at his/their stores and properly stacked at place indicated by PWI concerned. In the event of loss of any materials, the cost thereof shall be recovered from the contractor at issue rates plus the present codal charge of 20.5% to this will be added an increase of 100%.
25. Deep Screening/Track Renewal works shall be allowed to be taken up by the contractor only after issue of " Permit to work" by a competent Railway Supervisor daily whenever work is in progress.
26. Adequate numbers of labourer are to be provided in the work by the contractor, during execution.



**Special Condition for Precast RCC Segmental box**

- 1) The work of Limited Height Subways are to be carried out precast segmental boxes of specified size and length as proposed LHSs Site.

The work of casting of precast segmental boxes to be carried out before operation of block for insertion.

- 2) **Mode of payment : 50% payment against item No.3 of Annexure-I of Schedule-B/I (General) (Precast RCC box segment ) will be withheld and shall be released only after operation of item no. 1 of Schedule-A-II of respective part.**
- 3) The tenderers/Contractors are advised to visit the all bridge site of work and ascertain for himself/themselves all the aspects of site conditions viz. accessibility, availability of approach road, nature of soil, availability of materials, extent of lead and lift involved in course of execution of work. As the nature of work warrants to ensure the high level of dimensional precious accuracy alongwith high quality control, tenderers should make it a point to understand the work carefully and thoroughly before quoting the rates. No any extra payment shall be made for dewatering/incidental de-watering work for completion and execution of work.
- 4) The contractor shall have to make his own arrangement at his own cost for movement of vehicle, machinery like cranes, poclain/Hitachi/JCB etc. The rate must include for all such jobs.
- 5) All the materials used during the execution should confirm to Railway specification, decision of Engineer-In-Charge will be final in this regard.
- 6) No condition with respect of technical specification will be entertained and if any tender quoted condition modifying specification its tender would liable to be rejects.
- 7) Entire method for design mix concrete shall be approved by Railway Engineer and each step will have to be followed strictly. All necessary arrangement and tests for concrete mix design have to be done by contractor at his own cost. No any extra payment will be made on this account.
- 8) Launching/laying of precast RCC Box under the track involve following activities in one block time.
  - 8.1 De linking the track and track assembly including sleepers is lifted by road crane and placed on the side of track at suitable location as directed by Engineer-In-charge
  - 8.2 Ballast is removed upto formation level and excavation is done by excavator.
  - 8.3 Bed preparation, leveling by sand/stone grit dust etc.
  - 8.4. RCC Box lifting and placement with road crane including tying with wire ropes for each boxes gently to the line and level and alignment.
  - 8.5. After placing RCC Boxes under the track, earth filling/quarry dust/boulder dumping is done on sides with proper ramming, ballast is spread over it and track is placed back over the ballast cushion with the help of road crane as directed by Engineer-Incharge.
- 9) **Equipment required are:-**
  - 9.1 One No. Road crane hydraulically operated minimum 100 Tones capacity with one stand bye crane of same capacity.
  - 9.2 Two Nos.Excavator (Poclain/Hitachi) With two JCB as stand bye.
  - 9.3 Leveling equipment.
  - 9.4 Wire ropes.
  - 9.5 Cement bags500 Nos. filled with sand/earth/stone grit dust.
  - 9.6 jack hammer along with compressor in case of Rocky strata for dismantling of existing concrete.
  - 9.7 Three Nos. Tractor/dumper with hydraulic trolley if cutting available at work site.

**Notes for all items(For all part):-**

- 1) Execution of all items is governed by General and Special conditions of Contract of EC Rly
- 2) Any special condition given by the contractor will not be entertained.
- 3) The tenderers should carefully study all the General/Special Conditions and specifications accompanying the tender schedule/form in general and get himself/themselves acquainted with the site condition. In case of any confusion/contradiction the same may please be clarified.
- 4) The work will have to be executed in accordance with “Specification for RCC/PSC for the Construction/Rehabilitation of concrete bridges and structures on Indian Railway” .
- 5) Rates includes all taxes i.e. Sale Tax. Octroi, excise duty, other levies etc. and all other incidental and unforeseen expenditure if any.
- 6) Execution of work shall be done as per approved drawing and schedule of works.
- 7) Contractor shall have to provide a temporary office for railway administration having 6 chairs, 1 table, 1 water cooler, 1 stool and one filing cabinet at no extra cost.
- 8) Electricity if required at work site, shall have to be arranged by contractor at his own cost.
- 9) Rates include the charges of mix design of controlled concrete and cube test, quantity of cement concrete consumed in cube preparation and it may be noted that mix design shall be got approved in any IIT , NIT or railway laboratory as per I.S. Code 10262- 1982.
- 10) Preparation of completion report and completion drawings. A Detailed report, along with sketches, about the work done shall have to submit by contractor in two copies duly incorporating photographs of the work done at various stages. Completions drawing prepared in auto cad are also to be submitted in 6 BP copies along with the original tracing and in CD.

**Special conditions for working of Road Cranes:-**

**(Ref: RB letter No. 2015/CE-IV/RUB/206 Dt. 15.02.2016)**

1. No machine shall be selected to do any lifting on a specific job until its size and characteristics are considered against the weight, dimensions and lift radii of the heaviest and largest loads.
2. The contractor shall ensure that a valid certificate of Fitness is available before use of Road cranes.
3. Contractors can utilize the services of any competent person as defined in Factories Act, 1948 and approved by Chief Inspector of Factories.
4. The laminated photocopies of fitness certificate issued by competent person, the operators photo, manufacturer’s load chart and competency certificate shall always be either kept in the operator cabin or pasted on the visible surface of the lifting appliances.
5. All lifting appliances including all parts and gears thereof, whether fixed or movable shall be thoroughly tested and examined by a competent person once at least in every six months or after it has undergone any alterations or repairs liable to affect its strength or stability.

**DEN(4)/DHN**

**Signature of Tenderer/s  
Date**

**EAST CENTRAL RAILWAY**

**Note:-**

1. The rates are inclusive of all taxes including Comml. Tax, Con. cess wherever applicable and other charges leviable by the Govt.
2. General condition of contract 2014 and standard specification of works of 2010 Vol .I & II with up to date correction slip and USSOR, 2012 with up to date correction slip should be followed,
3. No. extra lead lift or any other charges other than mentioned in the schedule will be paid to the contractor for spl. Items.
4. The materials to be supplied/used should be as per I.S specification and must be got approved by the Engineer-in-Charge before supply/use.
5. Concrete should be mixed by the approved power driven mechanical batch mixture and vibrator.
6. Grade and slump of concrete should be as per instruction of Engineer-in-charge.
7. Samples of materials, which will be supplied, shall be submitted as and when asked for. The materials should be conformed to relevant IS specification and must be got approved by the Engineer-in-Charge before supply/use.
8. The contractor must strictly observe all safety precautions of each workman and staff during execution of work. Rly. will not be responsible for injury if sustained by any of the contractor's labour during execution of work. No compensation whatsoever will be paid by the Rly. for any injury or accident.
9. The quantity/basic value for supply of cement & steel of schedule is approximate. The payments against these items will be made after determining the quantity from approved drawing/actual consumption.
10. Contractor has to make his own arrangement for the machinery required for the work and he/they should do the work as per direction of Engineer-in-charge.
11. The tenderer for carrying out any construction work in Jharkhand/Bihar/U.P./M.P.. 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 Jharkhand/Bihar/U.P./M.P. government and submit certificate of registration issued from the Registering Officer of the Jharkhand/Bihar/U.P./M.P. state govt.(labour department). Signature of the tenderer For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted form each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.”
12. The work is to be done under the running traffic and live OHE. The contractor shall take full safety precautions and ensuring that no damage is caused to any Railway property. He will be fully responsible for safe working of his own men and machineries. He shall be liable for making good any damages whatsoever caused due to negligent working.
13. There may be some items of work requiring traffic and OHE block. Railway will make all possible efforts for arranging the traffic/power block. However, the contractor will not have any claim for any idling of his men, materials and machineries in case traffic/power block are not given.