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“Strengthening of old Towers, Repair/ Renovation of Rooms/Boundary Wall and construction of New 30M Tower at PATA Station in Allahabad Division”.

Open tender

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INDIAN RAILWAY PROJECT MANAGEMENT UNIT
North Central Railway
Shivaji Bridge (IRCOT Complex),
New Delhi-110001.

TENDER DOCUMENT

For

“Strengthening of old Towers, Repair/ Renovation of Rooms / Boundary Wall and construction of New 30M Tower at PATA Station in Allahabad Division”.

Tender Notice No.

**No.IRPMU/W/2009/Strength.&Ren.OfTowers/MGS-GZB/28
Dated 27/01/2010**

Copy No.

Sold to M/s -----

By Hand Rs.5000/-

By Post Rs.5500/-

INDIAN RAILWAY PROJECT MANAGEMENT UNIT

North Central Railway

Top Sheet

Tender Notice

No.IRPMU/W/2009/Strength. & Ren.. Of Towers/MGS-GZB/28

Dated 27/01/2010

Tender Notice No.	No.IRPMU/W/2009/Strength. & Ren. of Towers/MGS- GZB/ 28 Dated 27/01/2010
Name of work:	“Strengthening of old Towers, Repair/ Renovation of Rooms / Boundary Wall and construction of New 30M Tower at PATA Station in Allahabad Division”.
Approximate Cost:	Rs. 65.10 Lacs (Rs. Sixty five lacs ten thousand only)
Completion Period:	12 Months
Earnest Money:	Rs. 1.302 Lacs (Rs. One Lac Thirty thousand two hundred only)
Last date /Time of receipt of Tenders	10/03/2010 Up to 15.00 hrs
Date of opening of tender	10/03/2010 at 15.30 hrs(if due to any reason, this is a holiday, the opening of tender will be on next working day at same time)
Place of Opening	In the office of CAO/IRPMU, IRCOT Complex, Shivaji Bridge, New Delhi-01.
When was the partnership Constituted and deed executed	
Whether attested copies of partnership deed and Power of Attorney furnished with the tender.	
The working contractors should submit a list of works executed / now being executed by them with their value and agreement No. with the tender.	
Name and address of the party to whom the tender sold.	

N.B.: The above information may please be furnished invariably other wise the tender is likely to be rejected.

Signature of S.O./Works -II

NORTH CENTRAL RAILWAY

TENDER FORM (FIRST SHEET)

The President of India,
Acting through
Chief Administrative Officer (IRPMU),
Dy Chief Engineer (IRPMU)
Shivaji Bridge, New Delhi.

1. I/We _____ have read the various conditions to tender attached here to and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 1 year from the date fixed for opening the same and in default thereof I/We will be liable for forfeiture of My/Our Earnest Money. I/We offer to do the work “**Strengthening of old Towers, Repair/ Renovation of rooms/Boundary wall and construction of New 30 M tower at PATA Station in Allahabad Division**”. for North Central Railway at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within 12 month from the date of issue of letter of acceptance of tender.
2. I/We also hereby agree to abide by the General Condition of Contract-2005 corrected up to date printed/advance correction slip and to carry out the work according to the Special Conditions of Contract and specifications for material and works as laid down by the Railway in the annexed Special Conditions/specifications and the North Central Railway Works Hand Book corrected up to date printed/advance correction slip, for Schedule of Rates corrected up to date printed/advance correction slip for the present contract.
3. **A sum of Rs. 1.302 Lacs (Rs. One Lac Thirty thousand two hundred only)** in favour of Dy.FA&CAO/IRPMU, Shivaji Bridge, New Delhi. i.e. 2% of first one crore of tender value & ½% for balance amount rounded off to nearest Rs.10/- (Rupees Ten Only) as indicated in Tender Notice is herewith forwarded as Earnest Money. The full value of the 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 **Fifteen Days** after receipt of the notice issued by the Railway that such documents are ready.
 - b) I/We do not commence the work within fifteen days after receipt of orders to that effect.

- c) I/We realize from my/our offer or modify the terms and conditions thereof in a manner not acceptable to Northern Railway during a period of 90 days from date of the opening of the tender.
 - d) I/We do not submit a Performance Guarantee in the form of an irrevocable Bank Guarantee amounting to 5% of Contract Value as per the Performa as prescribed by the Railways, before signing of agreement which should be normally about 15 days.
4. The amount of Earnest Money in the form of cash lodged with Chief Cashier, Northern Railway, New Delhi vide Cash Receipt No. _____ Dated _____ or deposited in the form of Pay Order, Deposit Receipts, Demand Drafts is attached. I/We have clearly noted that the Earnest Money will be acceptable in the above forms only. I have noted that Earnest Money in the form of Bank Guarantee Bond is not acceptable.
 5. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modification, as may be mutually agreed to between us and indicated in the letter of acceptance of my/ our offer for this work.

Signatures of the Tenderer/s

Address of the Tenderer/s

Dated:

Signature of witnesses:

1. _____

2. _____

INDIAN RAILWAY PROJECT MANAGEMENT UNIT

North Central Railway

Shivaji Bridge (IRCOT Complex),

New Delhi-110001

SPECIAL TENDER CONDITIONS AND INSTRUCTIONS TO TENDERER/S

1. DETAILS OF WORK.

- 1.1 Tenders are invited for the work “**Strengthening of old Towers, Repair/ Renovation of rooms/Boundary wall and construction of New 30 M tower at PATA Station in Allahabad Division**”.

TENDER DOCUMENTS

2.1 SUBMISSION OF TENDERS.

- 2.1.1 The tender documents consist of (a) Tender form (First sheet) (b) Special Tender Conditions and Instructions to tenderer/s (c) Special Conditions relating to site data and specifications (d) Schedule of Items, Rates, and Quantities. These must be submitted as directed in the covering note failing which the tender is liable to be rejected.

- 2.1.2 Tender documents can be had from the office of CAO/ IRPMU, Shivaji Bridge, New Delhi office on any working day from **10.30 hrs. to 16.00 hrs. Up to 09/03/2010** on payment of Rs. **5000/-** (Rs. Five thousand only) per set and Rs.**5500/-** (Rupees Five Thousand five hundred only), if required by post. The cost of tender documents is non refundable and tender document is not transferable. Request for tender by post must accompany demand draft of Rs.5500/- (Rupees five Thousand Five Hundred only) in favour of Dy.FA&CAO/IRPMU, Shivaji Bridge, New Delhi

(a) **Cost of Tender Documents**

Tender documents are available on North Central Railway web site i.e www.irpmu.railnet.gov.in and Govt. of India Portal-www.tender.gov.in and the same can be downloaded and used as tender document for submitting the offer. This facility is available free of cost. However the cost of tender documents as indicated above in Para 2.1.2 will have to be deposited by the tenderer in the form of a bank draft payable in favour of Dy.FA&CAO/IRPMU, Shivaji Bridge, New Delhi along with the tender document. This should be paid separately not included in the Earnest Money. **In case, tender is not accompanied with the cost of the tender documents as detailed above, tender will be summarily rejected.**

2.1.3 These tender documents must be submitted duly completed in all respects in a sealed cover super-scribed as tender form for the work "As on Top Sheet" and should be deposited in the tender Box in the office of the Chief Administrative Officer/IRPMU, Shivaji Bridge, New Delhi on or before **15.00 hours on 10/03/2010**. The tenders will be opened immediately soon thereafter and rates read out in the presence of such tenderer/s as is/are present.

Tenders which are received after the time and date specified above may not be considered. In case the intended date for opening of tenders is declared holiday, the tenders will be opened on the next working day at the same time.

2.1.4 Tenders sealed and super-scribed as aforesaid can also be sent by registered post addressed to the Chief Administrative Officer/IRPMU, Shivaji Bridge, New Delhi on or before **15.00 hours on 10/03/2010**, but a tender which is received after the time and date specified in Clause 2.1.3 above may not be considered. Any tender delivered or sent otherwise will be at the risk of the tenderer/s.

2.2 COMPLETION OF TENDER DOCUMENTS

2.2.1 The tenderer/s shall quote One Uniform percentage rate/s in figures as well as in words, for all labour and materials for **Group 'A' , (Civil Engg Schedule Items.) and Group 'B'(Civil Engg. Non-Schedule items),Group 'C' (New Tower, Non-Schedule items) & Group 'D' (Civil Engg. Non-Schedule items),Group 'E' (Electrical Engg. Non-Schedule items)** in the attached Schedule of Rates and Quantities. Every possible fluctuation, in the rate of labour, material and general commodities, and other possibilities of each and every kind which may effect the rates, should be considered and kept in view before quoting the rates and no claim on this account shall be entertained by the Railway under any circumstances except the price escalation payable as per price variation clause, if any, provided separately in the tender documents.

2.2.2 The rate/s should be quoted in figures as well as in words. If there is variation between the rates quoted in figures and in words, the rate quoted in `words' shall be taken as correct. If more than one or improper rates are tendered for the same item, the tender is liable to be rejected.

2.2.3 Each page of the tender papers is to be signed and dated by the tenderer/s or such person/s on his/their behalf who is/are legally authorized to sign for him/them.

2.2.4 Tenders containing erasures and alterations of the tender documents are liable to be rejected. Any corrections made by the tenderer/s in his/their entries should be in ink and must be attested by him/them under full signature and date.

2.2.5 Additional conditions or stipulations if any must be made by the tenderer/s in a covering letter with the tender. The Railway reserves the right not to Consider conditional tenders and reject the same without assigning any reason. Only those additional conditions which are explicitly accepted by the Railway shall form part of the contract.

2.3 CREDENTIALS TO BE SUBMITTED ALONGWITH TENDER/S.

2.3.1 Tenderer/s should enclose documents and certificates to show that he/they has/ have satisfactorily carried out works of the type involved in the construction of the work being tendered for. He/They should also produce proof of the satisfaction of the Railway of his/their technical ability and financial stability to undertake the work of the magnitude tendered for.

2.3.2 The tenderer/s shall submit with his/their tender a list of serviceable machinery, tools and plants, equipments and vehicles he/they has/have in hand for executing the work & those he/they intends/intend to purchase.

2.3.2 (A) The tenderer/s must submit along with his/their tenders:-

- i) A statement showing similar works executed by him/them.
- ii) Certificates of successful completion of his/their work.
- iii) A statement of all payments received against all successfully completed work/works in progress of all types (not necessarily similar in type to work in this tender) indicating the organizations/units from which the payments have been received. Necessary certificates in this regard, from the authorities who made the payments, for three preceding years should be enclosed, duly attested.
- iv) A list of their Engineering Organization and equipments, construction Tools and Plants available with them.
- v) (a) “As a proof of technical experience/competence, the tenderer should have **physically** completed successfully at least one similar single work for a minimum value of **35%** of advertised tender value, inclusive of the cost of cement and steel in **last Three financial years (i.e. current year and three previous years) up to the date of opening of the tender**”.
(b) The tenderer should be have received total contract amount during last three financial years and up to date of opening in the current year

as per latest ITCC/audited books of accounts of a minimum value of 150% of advertised cost of work.

The similar Nature of work is defined as under:

"The tenderer should have executed Tower work or work involving steel truss, alongwith building works.

- I. When work has been physically completed and final bill is yet to be passed, the value of the work for judging the eligibility criteria, will be considered as under:
- II. Cases where measurements have not been recorded or final measurements have been recorded with negative variation, the value of the work will be taken as amount paid including statutory deductions.
- III. Cases where measurements have been recorded and the work has been completed with positive variation but a variation has not been sanctioned, the value of the work will be taken as original contractual value.
- IV. In case of composite works involving combination of different works, even separate completed works of required value should be considered while evaluating the eligibility criteria. For example, in a tender for bridge works where similar nature of work has been defined as bridge works with pile foundation and PSC superstructure, a tenderer, who had completed one bridge work with pile foundation of value at least equal to 35% of tender value and also had completed one bridge work with PSC superstructure of value at least equal to 35% of tender value, will be considered as having fulfilled the eligibility criterion of having completed single similar nature of work.
- V. "For judging the technical eligibility and financial capability only those works which had been executed for the Govt. or Semi Govt. organizations shall be considered and the tenderer will submit the certificate to this effect from the officer concerned duly signed under the official seal.
- VI. The tenderer/ contractor shall submit a statement of contractual payment received during the last three financial years and current year on the prescribed Performa as detailed at Annexure-I. The details shall be based on the **form 16-A** issued by employer i.e. the certificate of deduction of tax at a source under Section 203 of the Income Tax Act, 1961. The photocopies of the form **16-A** shall be enclosed duly attested by Notary public with seal and Notaries stamps thereon.
- VII. If a tenderer has completed a work of similar nature where cement and steel was issued by department free of cost, tenderer must submit the completion certificate indicating cost of these materials and total cost of

work (including cost of cement/steel) shall be considered to decide eligibility or otherwise.

- VIII. Contractor has to satisfy the eligibility criteria for technical capability and competence as well as for financial capacity and organizational resources.

2.4 CONSTITUTION OF THE FIRM

- 2.4.1** The tenderer/s who are constituents of firm, company, association or society must forward attested copies of the constitution of their concern, partnership deed and power of attorney with their tender. Tender documents in such cases are to be signed by such persons (as may be legally competent to sign them on behalf of the firm, company, association or society as the case may be). Co-operative societies must likewise submit an attested copy of their certificate of registration along with the documents as above mentioned.

The Railway will not be bound by any power of attorney granted by the tenderer/s or by changes in the composition of the firm made subsequent to the execution of the contract. The Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the contractor.

JVs/Consortiums/ MOUs shall NOT be considered.

- 2.4.2(a)** If the tenderer expires after the submission of his tender or after the acceptance of his tender, the railway shall deem such tender/contract as cancelled, if a partner of firm expires after the submission of their tender the Railway shall deem such tender as cancelled unless the firm retain its character.
- 2.4.2(b)** If the contractor's firm is dissolved on account of death, retirement of any partners or for any reason whatsoever, before fully completing the whole work or any part of it, undertaken by the principal agreement the surviving partners shall remain jointly/severally and personally liable to complete the whole work to the satisfaction of the Railway and to pay compensation for losses sustained, if any by the Railway due to such dissolution. The amount of such compensation shall be decided by Chief Administrative Officer/IRPMU. The decision in the matter shall be binding on the contractor.
- 2.4.2(c)** The cancellation of any document such as power of attorney, partnership deed etc., shall forthwith be communicated to the Railway in writing, failing which the Railway shall have no responsibility or liability for any action taken on the strength of the said documents.

2.4.2(d) The value of contract and the quantities given in the attached schedule of items, rates and quantities are approximate and are given only as a guide. These are subject to variations/additions and or omission. The quantum of work to be actually carried out shall not form the bases of any dispute regarding the rates to be paid and shall not give rise to claim for compensation on account of any increase or decrease either in the quantity or in the contract value.

2.5. INCOME TAX CLEARANCE CERTIFICATE

2.5.1 Under Section 194-C of the Income Tax Act 1961 deduction of 2% plus surcharge as applicable on Income Tax will be made for sums paid for carrying out the work under this contract. In case of supply contract for ballast, deduction of 2% (Two Percent) Income tax will be made for the sums paid for labour portion only (i.e., loading, unloading, stacking, measurement and laying etc.)

3.0 EARNEST MONEY

3.1 The tender must be accompanied by a sum of **Rs. 1.302 Lacs (Rs. One lac Thirty thousand Two Hundred only)** in favour of Dy. FA & CAO/IRPMU, Shivaji Bridge, New Delhi i.e. 2% of first one crore of tender value & ½% for balance amount as indicated in Tender Notice) as Earnest Money in the manner prescribed in Clause 3.2 failing which the tender shall be summarily rejected. The earnest money shall be rounded to the nearest Rs.10/-.

3.1.1 Labour co-operative are required to deposit only 50% of the earnest money as referred to in clause 3.1 above.

3.1.2 The tenderer/s shall keep the offer open for a period of 90 days from the opening of the tender in which period tendered/s cannot withdraw his/their offer subject to period being extended further, if required, by mutual agreement from time to time. It is understood that the tender documents have been sold/issued to the tenderer/s and tenderer/s is/are being permitted to in consideration of stipulation on his/their part that after submitting his/their offer he/they will not resile from his/their offer or modify the terms and conditions thereof in a manner not acceptable to **North Central Railway** should the tenderer/s fail to observe to comply with the foregoing stipulation or fail to undertake the contract after acceptance of his/their tender the entire amount deposited as earnest money for the due performance of the stipulation and to keep the offer open for the specified period, shall be forfeited to the Railway. If the tender is accepted, the amount of all earnest money will be held as initial security deposit for due and faithful fulfilment of the contract. The earnest money of unsuccessful tenderer/s will, save as herein before provided be returned to the unsuccessful tenderer/s within a reasonable time, but

Railway shall not be responsible for any loss or depreciation that happen to the earnest money for the due performance of the stipulation and to keep the offer open for the period stipulated in the tender documents while in Railway possession nor will be liable to pay interest thereon.

3.2 The Earnest Money of the requisite amount referred to in Clause 3.1 above is required to be deposited either in cash with the Chief Cashier, Northern Railway, Delhi on any working day **before 15.00 Hrs. on 10/03/2010** or in any of the following form.

(i) Deposit receipts, pay orders & demand drafts. **These forms of earnest money could be either of the State Bank of India or of any of the Nationalized Banks. No confirmatory advice from Reserve Bank of India will be necessary.**

(ii) **Deposit Receipts executed by the scheduled banks (other than the State Bank of India and the Nationalized Banks) approved by the Reserve Bank of India for this purpose. The Railways will not, however, accept deposit receipt without getting in writing the concurrence of the Reserve Bank of India** - these must have an endorsement from the authority issuing such DR/Pay Order/DD that "received from M/s./ Shri..... & pledged in favour of Dy.FA&CAO/IRPMU, Shivaji Bridge, New Delhi.

The official cash a receipt having a mention of the firm/individual who has deposited the cash or the Deposit Receipt, Pay Order or Demand Draft as mentioned above, as the case may be, is to be attached with the tender, failing which, tender will be rejected.

NOTE

1. Tenders submitted with Earnest Money in any form other than those specified above shall not be considered.
2. Any request for recovery from outstanding bills for earnest money against present tender will not, under any circumstances, be entertained.
3. **No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the contractor under the Contract.**

3.3. The previous deposits of earnest money may be considered for adjustment against the present tender if so desired by the tenderer/s only when the earlier tender has been finalized and the earnest money deposited has actually become available without any attachment and there is no change in the constitution of the parties seeking adjustment.

4.0 ACCEPTANCE OF TENDER

- 4.1** If the tenderer/s deliberately give/s a wrong information/whose credentials/documents in his/their tender and thereby creates/ create circumstances for the acceptance of his/ their tender, Railway reserves the right to reject such tender at any stage, besides, shall suspend the business for one year.
- 4.2.** The authority for acceptance of the tenders rests with CAO/ IRPMU, Dy Chief Engineer/ IRPMU ,North Central Railway, Shivaji Bridge, New Delhi as the case may be who does not undertake to assign reasons for declining to consider any particular tender or tenders. He also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tenderer if deemed necessary
- 4.3** The successful tenderer/s shall be required to execute an agreement with the President of India acting through the (CAO/IRPMU)/ Dy.CE (IRPMU), Shivaji Bridge, New Delhi for carrying out of the work as per agreed conditions. The cost of stamp for the agreement will be borne by the North Central Railway.
- 4.3.1** The contractors operations and proceedings in connection with the works shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force and the contractor shall further observe and comply with the bye-laws and regulations of the Govt. of India, State Govt. and of Municipal & other authorities having jurisdiction in connection with the works or site over operations such as these are carried out by the contractor/s and shall give all notice required by such bye-laws and regulations. The Hospital and medical regulations in force for the time being shall also be complied with by the contractor/s and his workmen.
- 4.3.2** The contractor shall be responsible for the observance of the rules and regulations under the mines act and mineral rules and Indian Metallurgical rules and regulations of State/Central Govt. concerned as amended from time to time.
- 4.3.3** The contractor shall at all times keep the railway administration indemnified against all penalties that may be imposed by the Govt. of India or State Govt. for infringements or any of the clauses of the mines act and rules made there under in respect of quarries from which the ballast for these works is procured.
- 4.4** The tenderer/s shall not increase his/their rate in case the Railway Administration negotiates for reduction of rates. Such negotiations shall

not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the tenderer/s.

4.5 The tenderer/s shall submit an analysis of rates if called upon to do so.

4.6 A corrigendum shall be issued in case the increase in quantity in one or more items result an extra expenditure in excess of **10%** of the value of the contract or **Rs.50,000/-** whichever is less. For the purpose of assessing the increase in the quantity and the increase in the value of contract only such of the items in which there is any increase shall be taken into account and the saving in other items ignored.

4.7 Non-compliance with any of the conditions set forth herein is liable to result in the tender being rejected.

4.8 Variation in quantity

4.8.1 "The tenderer/contractor will be bound to execute the additional quantities to the extent of (+50%) of the agreement value on the following terms and conditions:

- (a) If agree mental value goes beyond (+) 25%, in that case, for the first 15% increase in the value of the agreement, the rates shall be reduced by 2% in the incremental value.
- (b) The rate shall be further reduced by 2% for the incremental value of the agreement, for the next 10% increase in the value of the agreement beyond 15% as in (a).
- (c) In case agree mental value goes beyond (+) 50%, the rates for incremental value shall be decided as per prevailing codal provision.

5.0 SECURITY DEPOSIT ON ACCEPTANCE OF TENDER

5.1 The security deposit/rate of recovery/mode of recovery on acceptance of tender shall be as under:

a)	The security deposit for each work will be 5% of the contract value,
b)	The rate of recovery will 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 security deposit such as security deposit in the form of instruments like BG, FD etc. shall be accepted towards security deposit.

The total security deposit recoverable from a contractor including the amount of earnest money deposited with the tender as given in Clause above will not exceed the security amount recoverable at the rates mentioned above.

The security deposit unless forfeited in whole or in part according to the terms and conditions shall be returned to the contractor after the physical completion of the work as certified by the competent authority. The competent authority shall normally be the authority who is competent to sign this contract. If the competent authority is of the rank lower than JA grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

5.2 Performance Guarantee:

5.2 (a) The successful bidder may give performance guarantee amounting to 5% of the contract value in any of the following forms.

- i) A deposit of Cash
- ii) Irrevocable Bank Guarantee
- i) Govt. securities including State Loan Bonds at 5% below the market value.
- ii) Deposit receipts Pay order, Demand drafts and Guarantee Bonds. These forms of performance guarantee could be either of the State Bank of India or of any of Nationalized Banks.
- iii) Guarantee Bonds executed or Deposit Receipts tendered by all scheduled Banks.
- iv) A deposit in the Post office saving Certificates
- v) A Deposit in the National Saving Certificates.
- vi) Twelve years National Defence Certificates.
- vii) Ten years Defence Deposits
- viii) National Defence Bonds and
- ix) Unit Trust Certificate at 5% below market value or at the face value which ever is less.

Also FDR in favour of **Dy.FA&CAO/IRPMU, Shivaji Bridge, New Delhi.** (Free from any encumbrance) may be accepted.

(b) The Performance Guarantee will be furnished by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement and should be valid up to expiry of the maintenance period. The agreement should normally be signed within 15

(Fifteen) days after the issue of letter of acceptance and performance guarantee should also be submitted with in this time limit.

- (c) Performance Guarantee will be released after satisfactory completion of the work and maintenance period is over. The procedure for releasing is same as for Security Deposit.
- (d) In case the contract is rescinded, the Security Deposit shall be forfeited and the performance guarantee shall be en-cashed and the balance work will be got done separately,
- (e) The balance work will be got done independently without risk and cost of the original contractor,
- (f) The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contract is a JV or a Partnership Firm, then every member / Partner of such a firm would be debarred from participating in the tender for the balance work either in his / her individual capacity or as a partner of any other JV / Partnership firm.

5.3. Exemption of Earnest Money & security deposit

Public Sector Undertakings wholly owned by Railways like RITES, IRCON, Konkan Railway Corporation Limited, CRIS, Rail-Tel Corporation etc. are exempted from depositing earnest money and Security Deposit.

6.0 CONDITIONS OF CONTRACT AND SPECIFICATIONS

- 6.1** Except where specifically stated otherwise in the tender documents the work is to be carried out in accordance with (i) North Central Railway General Conditions of Contract Regulations for Tender/s and Contracts, 2005 (ii) North Central Railway Standard Schedule of Rates 2006 and (iii) North Central Railway Standard Specifications for Material and Works 2007 with up to date correction slips. Copies of all these publications can be obtained from the office of **General Manager, North Central Railway Allahabad/Chief Engineer /Works, Allahabad**, if available, on payment as under:-

<i>i)</i>	General Conditions of Contract and regulations for Tender/s and Contracts, 2005	Rs.250 /-
<i>ii)</i>	North Central Railway Standard Specifications for Material and Works 2007.	Rs.1000 /-
<i>iii)</i>	North Central Railway Standard Schedule of Rates 2006.	Rs.1000/-

Demand for these publications from out station will be considered only if a sum of Rs.50/- towards postal charges is also sent with the cost of the books by money order.

- 6.2** The tender documents referred to in clause 2.1.1 above will govern the works done under this contract in addition to documents referred to in clause 6.1 above. Where there is any conflict between special tender conditions regarding instructions to tenderer/s, special conditions relating to site data and specifications and the stipulations contained in the schedule of rates and quantities on the one hand and the North Central Railway Standard Specifications for Materials and Works 2007 the General Conditions of Contract, 2005 etc. and the Standard Schedule of Rates of 2006 on the other hand the former shall prevail.

7.0 STUDY OF DRAWINGS AND LOCAL CONDITIONS

- 7.1** The drawings for the works can be seen in the office of the **Chief Administrative Officer/ IRPMU, Shivaji Bridge, New Delhi** It should be noted by tenderer/s that these drawings are meant for general guidance only and the Railway may suitably modify them during the execution of the work according to the circumstances without making the Railways liable for any claims on account of such changes.

- 7.2** The tenderer/s is/are advised to visit the site of work and investigate actual conditions regarding nature and conditions of soil, difficulties involved due to inadequate stacking space, due to built up area around the site, availability of materials water and labour probable sites for labour camps, stores, godowns, etc. They should also satisfy themselves as to the sources of supply and adequacy for their respective purpose of different materials referred in the specifications and indicated in the drawings. The extent of lead and lift involved in the execution of works and any difficulties involved in the execution of work should also be examined before formulating the rates for complete items of work described in the schedule.

7.3 Fencing at Work Site:

Contractor(s) while executing the work of gauge conversion/ doubling, yard remodelling etc. shall provide suitable fencing/barricading to protect/segregate the existing railway line from any damage and untoward incident, as per the direction or plan approved by Engineer-in-charge. The payment for barricading/fencing shall be paid under the relevant NS items as given in the schedule. No work will be started till the fencing/barricading is provided and clearance in writing is issued by the Engineer-in-charge.

7.4. Safety Gear:

During the execution of work, contractors shall ensure that all safety precautions are taken by their men to protect themselves and site to prevent any untoward incident. In this regard contractor will ensure that adequate number of safety helmets, safety belts, safety jackets with reflective arm band; rope, ladders, emergency light etc. are available at site before the work is actually started. The above list is only indicative and not exhaustive and safety item will be arranged as per the requirement. Railway reserve the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard. Decision of the Engineer-in-charge will be final and binding upon the contractor. The cost of all the safety gear is deemed to have been included in the rates quoted and nothing extra is payable under this contract.

8.0 PERIOD OF COMPLETION

8.1 The entire work is required to be completed in all respects within **Twelve Months** from the date of issue of the acceptance letter/telegram. Time is the essence of contract. The contractor/s will be required to maintain speedy and required progress to the satisfactions of the Engineer to ensure that the work will be completed in all respects within the stipulated period failing which action may be taken by the Railway Administration in terms of Clause 17 and/or Clause 62 of the General Conditions of Contract 2005

8.2 The contractor/s shall arrange to execute the different items of works in close consultation with and as per directions of the Engineer so that other works being executed in the same area either departmentally or through another agency such as steel erection, P. Way earthwork in formation, etc. are also progressed concurrently. It may be noted, however, that any delay in the execution of departmental works, for whatsoever reason shall not be accepted as an excuse for non-performance of the contract.

8.3 The contractor/s will be required to give to Dy. Chief Engineer/IRPMU a monthly progress report of the work done during the month on 4th of the following month. He will also give to the Dy. Chief Engineer the programme of work to be done in coming month by 25th of the preceding month. The programme will be subject to alteration or modifications at the direction of the **Chief Administrative Officer/ IRPMU, Shivaji Bridge, New Delhi** who may discuss such modifications or alterations with the contractor as considered necessary. Approval of any programme shall not in any way relieve the contractor from any of his obligations to complete the whole of the work by the prescribed time or extended time, if any.

9.0 RATES FOR PAYMENT

- 9.1** The rates given in the attached schedule of rates tendered by the contractor and as accepted by the Railways will form the basis of payment for such items under this contract.
- 9.2** No material price variation or wages escalation on any account whatsoever the compensation for '**Force Majure**' etc. shall be payable under this contract except price escalation clause payable as per price escalation clause, if any, provided separately in the tender documents.
- 9.3** The rates for any item of work not included in the (Schedule of Items, Rates and Quantities) and which the contractor may be called upon to do by Railway Administration shall be fixed by the supplementary written agreement between the contractor and the Railway before the particular item or items of work is/are executed. In the event of such agreement not being entered into and executed the Railway may execute these works by making alternative arrangements. Railways will not be responsible for any loss or damages on this account.
- 9.3.1** The contractor shall work in close co-operation with the contractors, departmental staff working in the adjacent sections of railway & local authorities.
- 9.4** It should be specifically noted by the tenderers that no separate loading, unloading and leading charges for materials (which are supplied by the Railway) shall be paid for by the Railways and the rates quoted by the tenderer/s shall be inclusive of all these charges.
- 9.5** The item Nos., description, units and rates given in schedule of rates are as per North Central Railway Standard Schedule of Rates 2006 and any discrepancy during the execution of the work in the working rates, quantity and units etc. Should be rectified by reference to the printed schedule of rates which be treated as authority and will be binding on the contractor.
- 9.6** Should there arise any items which may be necessary for the completion of work but which does not appear in the Schedule of Items, Rates and Quantities attached with tenders, its rate will be fixed by analysis of actual inputs of all types including labour and material or derived from the labour and material rates given in the North Central Railway Standard Schedules of Rates 1996. The rates for such non-scheduled items occurring during the course of construction shall be payable subject to the approval of the competent authority.

No items or work requiring non-schedule rates will be carried out unless ordered to do so by the Engineer. The rates derived from the North

Central Railway Standard Schedules of Rates 2006 will be subject to percentage above or below tendered by the contractor.

9.7 Payment for the work done will be made to the contractor only when the formal agreement has been executed between the parties.

9.8 SUPPLEMENTARY AGREEMENT

After the work is completed and taken over by the Railway as per terms and conditions of the contract agreement or otherwise concluded by the parties with mutual consent and full and final payment is made by the Railway to the contractor for work done under the contract the parties shall execute the supplementary agreement annexed here to as Annexure-B.

9.9 Measures to be taken in construction and repairs on roads, embankments, etc.

9.9.1 All borrow pits dug for and in connection with the construction and repairs of buildings, roads, embankments, etc. shall be deep and connected with each other in the formation of a drain directed towards the lowest level and properly sloped for discharge into a river, stream, channel or drain and no person shall create any isolated borrow pit which is likely to cause accumulation of water which may breed mosquitoes.

9.9.2 Non fulfilment of the provision in 9.9.1 above shall be a breach of the contract and contractor/s shall be liable to pay by way of agreed liquidated damages to the Railway at the rates of Rs.100/- for each breach and in addition to that contractor further undertake to pay the amount incurred by the Railway in getting the said job/s done at the risk and cost of the contractor. Besides this, the contractor will also be held responsible for any laws for contravening them.

10.0 SETTING OUT WORKS

10.1 The contractor is to set out the whole of the work in consultation with the engineer or an official to be deputed by the Engineer and during the progress of works to amend on the requisition of the Engineer any errors which may arise there in and provide efficient and sufficient staff and labour thereon. The contractor shall also alter or amend any errors in the dimension lines on levels to the satisfaction of the Engineer or his authorized representative without claiming any compensation for the same.

10.2 The contractor shall provide, fix and be responsible for maintenance of all stocks, templates, profiles, land marks, points, burjies, monuments, centre

line pillars, reference pillars, etc. and shall take all necessary precautions to prevent their being removed altered or disturbed and will be responsible for the consequence of such removal, alterations or disturbance and for their efficient reinstatement.

10.3 The contractor shall protect and support, as may be required or as directed by the Engineer, all building, fences, walls, towers, drains, road paths, waterways, foreshores banks, bridges, Railway ground and overhead electric lighting, the telegraphs/telephones and crossing water service main pipes and cables and wires and altogether matters and things of whatever kind not otherwise herein specified other than those specified or directed to be removed or altered which may be interfered with or which likely to be affected disturbed or endanger by the execution completion of maintenance of the works and shall support provided under this clause to such cases as directed by the Engineer. No payment shall be made by the Railway to the contractor for these works on account of delay for re-arrangement of road traffic or in the contractor having to carry out the short lengths and in such places as per conditions and circumstances may warrant. These will not form the basis of any claim and or dispute for compensation of any kind.

11.0 DRAWINGS FOR WORKS:

11.1 The Railway Administration reserves the right to modify the plans and drawings as referred to in the special data and specifications as also the estimate and specifications without assigning any reasons as and when considered necessary by the railway. The percentage rates for the schedule items and items rates for the non-schedule items quoted by the contractor as may be accepted by the railways will, however, hold good irrespective of any changes, modifications, alterations, additions, omissions in the locations of structures and detailed drawings, specifications and/or the manner of executing the work.

11.2 It should be specifically noted that some of the detailed drawings may not have been finalized by the railway and will, therefore, be supplied to the contractor as and when they are finalized on demand. No compensation whatsoever on this account shall be payable by the Railway Administration.

11.3 No claim whatsoever will be entertained by the Railway on account of any delay or hold up of the work/s arising out of delay in approval of drawings, changes, modifications, alterations, additions, omission and the site layout plans or details drawings and design and or late supply of such material as are required to be arranged by the Railway or due to any other factor on Railway Accounts.

12.0 SUPPLY OF MATERIALS BY THE RAILWAYS

12.1 If at any time, material which the contractor/s should normally have to arrange himself/themselves, are supplied by the Railway either at the contractor's request or in order to prevent any avoidable delay in the execution of work due to the contractor's inability to make adequate timely arrangements for supply thereof or for any other reason, recovery will be made from the contractor's bill either at the market rate prevailing at the time of supply or at the book rate which ever is greater, plus fixed departmental charges viz. freight at 5% (8.33% for items of Iron and G.I. pipe steel) incidental charges at 2% and added on total cost supervision charges at 12¹/₂%. No carriage or incidental charges will be borne by the Railway. The contractor cannot, however, claim as a matter of right the issue of such material by the Railway which he/they is required to arrange himself / themselves in accordance with the terms and conditions of this contract.

12.1.1 In case, cement and/or steel is issued to the contractor/s free of cost or on cost to be recovered for use on the work, the supply thereof shall be made in stages limited to the quantity/quantities computed by the Railway according to the prescribed specifications and approved drawings as per the agreement. The cement and/or steel issued in excess of the requirements as above shall be returned in perfectly good conditions by the contractor to the Railway immediately after completion or determination of the contract. If the contractor/s fail/s to return the said stores, then the cost of cement and/or steel issued in excess of the requirement computed by the Railway according to the specifications and approved drawing will be recovered from the contractor/s @ twice the prevailing procurement cost at the time of last issue viz. 2 X (purchase price + 5% freight only). This will be without prejudice to the right of the Railway to take action against the contractor/s under the conditions of the contract for not doing/completing the work according to the prescribed specifications and approved drawings. If it is discovered that the quantity of cement and or steel used is less than the quantity ascertained as herein before provided, the cost of the cement and/or steel not so used shall be recovered from the contractor/s on the basis of the above stipulated formula.

12.1.2 The contractor shall be responsible for the safe transport custody and storage of all Railway materials issued to him and he will be liable to make good the loss due to any cause whatsoever, that may be suffered by the Railway on this account. Special precautions should be taken in respect of cement while transporting cement, steps should be taken to safeguard against cement becoming damp or wet due to moisture or rain. The contractor will also be responsible for storing cement in damp proof

conditions at site of work at his own cost in accordance with the standard specifications. The Engineer shall decide whether the cement stored in the godown is fit for the work and his decision shall be final and binding on the contractor/s.

- 12.2 The contractor should supply a schedule showing the requirements of explosives/ materials required to be supplied to him by the Railway based on detailed plans. The materials will be arranged by the Railway according to this schedule unless otherwise modified by the Railway due to additions or alterations in the approved plans. No claim whatsoever will be entertained by the Railway on account of late supply of such materials as are required to be arranged by the Railway.

12.3 SUPPLY OF CEMENT AND STEEL BY THE RAILWAYS

12.3.1 Cement, Mild Steel/H.Y.S.D./Bars/RSJ/MS Plate, etc. to be supplied by the Railway to the extent as would become a part of the work involved in the tender schedule will be supplied by the Railway free of cost or on cost recovery basis as the case may be as per relevant clauses of special conditions relating to site data and specifications at construction store godown at _____. The contractor will be required to lead the same to the site of work at his own cost subject to payment at the rate as quoted against relevant item of N.S. Items in the Schedule of Items, Rates & Quantities.

12.3.2 Cement and steel required for temporary works timbering, shuttering, centring, scaffolding, etc. will have to be arranged entirely by the contractor at his own cost.

12.3.3 The empty cement bags for the supply of cement by the Railway shall be property of the contractor and the cost of the same shall be recovered at the rate of Rupees Two per empty cement bag from the 'on account bill' of the contractor in case the cement is supplied in Jute bags. No recovery on account of empty cement bags shall be made from the contractor, in case the cement is supplied in H.D.P.E. bags. The Railway, however, reserves its right to take empty bags as are in good conditions and in that case no recovery will be made for bags so taken back. These rates will apply for bags deteriorated while in use and not found acceptable to the Railway so taken back from the contractor.

13.0 SUPPLY OF MATERIALS BY THE CONTRACTOR/S

13.1 Materials used in the work by the contractor shall conform to the North Central Railway Standard Specifications and the relevant I.S.I./I.R.S Specifications, and should be approved by the Engineer before utilizing them on works.

13.2 It should be clearly understood that the tendered rates include wastage and wash away due to rains, storms, floods or any other cause whatsoever.

13.3 No loading, unloading, lead, lift, stacking, octroi, sales tax, toll tax, royalty or any other charges will be paid for the materials, tools and plants and tools arranged and brought by the contractor to the site of work.

14.0 SERVICE ROADS

14.1 The contractor/s shall make his/their arrangements for service roads, paths etc. for carrying his/their tools and plants, labour and materials, etc. and will also allow the Railway use of such paths and service roads, etc. for plying its own vehicles free of cost. The tenderer/s will be deemed to have included the cost of making any service roads, roads or paths, etc., that may be required by him/them for plying his/their vehicles for the carriage of his/their men and materials, tools, plants and machinery for successful completion of the work. Similarly, any other feeder road connecting any of the existing roads will be made by the contractor at his/their own cost including any compensation that may be required to be paid for the temporary occupation and or usage of Govt. and or private land and without in any way involving the Railway in any dispute for damage and/or compensation.

14.2 In case the Railway has its own paths, service roads, the contractor/s will be allowed to use of such paths or service roads free of cost. He/They shall, however, in no way involve the Railway in any claims or dispute of whatever kind due to the inaccessibility of such paths or service roads or due to their poor condition and or maintenance or their being to be blocked and/or closed.

14.3 The rates quoted by the contractor as per Schedule of Items, Rates and Quantities shall form the basis of 'on account payment' for the various items under this contract.

14.4 In the course of execution of various items of work under Schedule of Items, Rates and Quantities running bills payment for partly completed works will be made to the contractor. The quantum of such work for payment shall be decided by the Engineer-in-charge whose decision shall be final and binding on the contractor.

14.5 No 'on account payment' by the Railway shall protect the contractor/s against or prevent the Railway from recovering from the contractor/s any over payment made to him/them.

14.6 Final payment of the balance amount due, exclusive of the security deposit required in terms of Clause-5 of these special conditions, will be made after the completion of the entire work and on the certification of the Engineer that work has been completed in all respects and found satisfactory. The security deposit will be refunded after the date of completion according to Clause 5.1 of these conditions.

15.0 EMERGENCY WORK

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

15.2 In terms of clause 32 of GCC of July 2005, the material and plants brought by the contractor on the site or land occupied by the contractor in connection with the works and intended to be used for execution thereof shall immediately, they are brought upon the sites of this said land be deemed to be the property of the Railway, vehicles, equipments, plant and machinery of the contractor can be drafted by the Railway Administration at their discretion in case of accidents, natural calamities involving human lives, breaches, stoppage of train operations or any contingencies which require such requisitioning as essential. The decision in this regard of the Engineer-in-charge or his superiors i.e. Sr. Engineer/ Executive Engineer/Dy. Chief Engineer etc., shall be final and beyond the ambit of arbitration clause.

15.3 In terms of clause 2.3.2(A) (IV), tenderer is required to submit the list of equipment, machinery, construction tools and plants available/deployed at site. The successful tenderer on receipt of acceptance letter and conveying their consent shall submit name, addresses, telephone numbers, Fax number/E Mail address of the persons to be contacted for requisitioning the above items as detailed in forgoing clause 15.2 and notify from time to time if any change in the list of equipments/machinery or the addresses/individuals to the Engineer-in-charge in writing. The name and address, telephone numbers and the contractor officials name shall also be displayed at the site of work.

15.4 The manpower, consumable items and maintenance of the above tools and plants when requisitioned shall be the responsibility of the tenderer/contractor so that the equipments, machinery, tools and plants shall be available for effective utilization at the accident sites, natural calamities, breaches sites etc.

15.5 The hire charges per annum shall be calculated at the following rates on the purchase cost of the plant as under:

- (i) Depreciation charges at the following rates
 - a) Light plant 16% per annum
 - b) Heavy plant 10% per annum
 - c) Special plant 6% per annum
- (ii) An additional 10% on the total of (i) above to meet contingencies
- (iii) 10% contractor profit on total cost as detailed (i) to (ii)
- (iv) The hire charges per day shall be arrived at dividing the annual hire charges of total of (i) to (iii) above by 365 which shall be the assumed number of working days in year for this purpose. These hire charges will be payable from the date the plant is handed over to the Railway to date on which it is returned to the contractor by Railway.
- (v) The contractor man power charge shall be payable @ minimum wages as notified by the State Govt./local bodies/labour Department as the case may be for highly skilled, semi skilled personnel drafted for operating the plant and machinery.
- (vi) The payment for the fuel cost shall be paid on the basis of the actual expenditure incurred by the contractor for purchase +10% contractor's profit thereof which will be the payments towards his miscellaneous expenses too.

16.0 NIGHT WORK

16.1 If the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order without confirming any right on the contractor for claiming any extra payment for the same.

17.0 DISPOSAL OF SURPLUS EXCAVATED MATERIALS

17.1 The contractor shall at all time keep the site free from all surplus earth, surplus materials, and all rubbish which shall arise from the works and should dispose of the surplus excavated materials as ordered by the Engineer failing which it will be done at the cost of the contractor and cost will be deducted from his dues.

17.2 The contractor shall within 15 days of completion of entire works remove all unused and surplus materials tools and plants staging and refuge or other materials produced by his operations and shall leave the site in a clear and tidy conditions.

18.0 SITE INSPECTION REGISTER

18.1 A site inspection register will be maintained by the Engineer or his representative in which the contractor will be bound to sign day to day entries made by the Engineer or his representative. The contractor is required to take note of the instructions given to him through the site inspection register and should comply with the same within a reasonable time. The contractor will also arrange to receive all the letters etc., issued to him at the site of works.

18.2 The contractor shall, from time to time (before the surface of any portion or the site is interfered with or the work thereon begun) take such levels as the Engineer may direct in his presence or any person authorized by him in writing. Such levels approved and checked by him or such authorized persons shall be recorded in writing and signed by the contractor and shall form the basis of the measurements. Immediately before any portion of the work,

19.0 The contractor shall have to make and maintain at his own cost suitable approach road and path, etc., for proper inspection of the various works. He shall also provide all facilities as required by the Engineer such as Ladder and other appliances for satisfactory inspection of the works and places where materials for the work are stored or prepared.

20.0 OPENING UP OF WORK OR MATERIALS FOR INSPECTION OR TEST:

Should the Engineer, or any representative consider it necessary for the purpose of enabling inspection of tests analysis to be made to verify or ascertain the quality of any part of the works or of any materials, the contractor shall as and when required by the Engineer or his representatives open up the work or materials for inspection or test or analysis, pull down or cut into any part of the work to make such openings, into under or through any part of the works as may be directed and shall provide all things facilities which in the opinion of the Engineer or his representative are necessary and essential for the purpose of inspection or test or analysis of the works or of any part thereof or the materials, or of workmanship and the contractor shall close up, cover, rebuild and made good the whole at his own cost, as and when directed by and to the satisfaction of Engineer provided always that of the work in the opinion of the Engineer is found to his satisfaction and in accordance with the contract. The excess expenditure in such

examination, inspection or test shall, upon the certificate of the Engineer, be borne by the Railways.

21.0 GENERAL

21.1 PROVISION OF LIGHT SIGNALS ETC.,

The contractor/s shall make such provision for lighting the works, materials and plant and provide all such marks and lights, signals and other appliances as may be necessary or as may be required by the Engineer or other responsible authorities during the execution completion and maintenance of the work and shall provide all labour, stores, etc. required for their efficient working and use at any time of day or night. He/They shall also provide all arrangement of every description of watching and maintenance required in connection with the foregoing and all other services for protection of any securing all dangerous places whether to the contractor's workmen or to other persons and or vehicular traffic until the work is certified by the engineer to have been completed and taken over in accordance with the contract.

21.2 The contractor/s will provide upon the works to the satisfaction of the Engineer and at such, places as he may nominate, proper and sufficient life saving, fire fighting and first aid appliances which shall at all times be available for use.

21.3 LABOUR CAMPS

Land for setting up a workshop by the contractor or for his labour camp or for any other purpose, shall have to be arranged by the contractor at his own cost and under his own arrangements. The contractor, however, will be permitted to make use of the railway land to the extent that can be made available to him free of cost, by the railway in the vicinity of the site of works.

The contractor/s shall at all times be responsible for any damage or trespass committed by his agent and workmen for carrying out the work.

21.4 The Railway Administration may recommend to the concerned authorities the issue of necessary transport permits for the work. The contractor shall, however, furnish full justification for the above facilities, to enable the Railway Administration to address the State Government or other authorities in this connection. The contractor shall also maintain regular log book of receipts and issue of the materials to work, if so required by the Civil Authorities. No claim would, however, be entertained by the non-issue of any priority permits or owing to any interruption in supply.

21.5 No claim for idle labour and or idle machinery etc. on any account will be entertained. Similarly no claim shall be entertained for business loss or any such loss.

22.0 Attention is invited to Clause 17(B) of the G.C.C and Clause 8.1 of tender conditions according to which time is the essence of the contract.

23.0 SALES TAX/Turn Over/Local Tax, etc.

Sales Tax including Turn Over Tax on works contract, Octroi, Royalty, Toll Tax, Local Tax, Duties/Levies as well as Services and any other Tax levied by Central Govt., State Govt. or Local Bodies, as applicable on the date of quoting the rates and any change therein at a later date, shall be considered to be included in the rates quoted by tenderer/s in the Tender Schedule.

Railways shall deduct the sales tax/Turn Over Tax or any other Tax from the Contractor's bill at the rate as applicable as per rules framed by concerned Govt./Local bodies from time to time and remit it to concerned department and shall issue a certificate regarding Tax/Duties/Levies so deducted on demand by the contractor.

23.1 The successful tenderer on award of contract will have to furnish contractor's Bank Account Number and Name of the Bank against which all payments in respect of the contract during the currency of contract shall be made.

24.0 All payments in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS) / Electronic Funds Transfer (EFT). The successful tenderer on award of contract must submit ECS/EFT Mandate Form complete in all respects as detailed at Annexure-J of the tender document. However, if the facility of ECS / EFT is not available at a particular location the payment shall be made by Cheque. In such case the successful tenderer on award of contract will have to furnish contractor's Bank Account Number and Name of the Bank against which all payments in respect of the contract during the currency of contract shall be made.

25.0 Damage to the Railway Property:

Contractor(s) executing the works adjacent to the existing Railway track for e.g. doubling, gauge conversion, yard remodelling etc. will take all care for avoiding any damage to the underground/OH services such as S&T cables, electric cables/wires, pipelines/sewer lines etc. They must ensure that the work is started after obtaining clearance in writing from

the Engineer-in-charge regarding the route for signalling / Electrical cables/water supply/sewer lines etc.

However, if any damage occurs during execution, he will immediately report the same to the Engineer-in-charge and stop the work further till clearance for restarting the work is given by the Engineer-in-charge. It may be further noted that if it is proved that damage is occurred due to the negligence on the part of the contractor, the cost of the damage will be recovered from him/them. The decision of Engineer-in-charge will be final and binding upon the contractor(s).

26. Applicable for tender documents downloaded from internet

Tenderer/s are free to download tender documents at their own risk and cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. Master copy of the tender document will be available in the office of **Chief Administrative Officer/ IRPMU, Shivaji Bridge, New Delhi**. After award of work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of **Chief Administrative Officer/ IRPMU, Shivaji Bridge, New Delhi** and not based on the tender documents submitted by the tenderer.

In case of any discrepancy between the tender documents downloaded from internet and the master copy, later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

27.0. PURCHASE PREFERENCE FOR CENTRAL GOVERNMENT PUBLIC SECTOR ENTERPRISES:

“PPP will apply only to CPSEs and their subsidiaries (i. e. where PSE owns 51% or above share holding), but not to a Joint Venture owned by a PSE and a Private sector partner. In case the quoted price by CPSEs is within 10% of the lowest valid price quoted by private tenderer, other things being equal, purchase preference will be granted to the CPSEs at the lowest valid price bid (L-1). However, in case the quoted price by CPSEs is not within 10% of the lowest valid price bid, such a price bid may be rejected without any further consideration”.

A minimum value addition of 20% by the CPSEs / Subsidiary companies by way of manufacturing and/or services would be a pre-requisite for availing of purchase preference. The above preference shall be applicable up to 31.03.2008.

28 Maintenance Period :

The contractor will have to maintain the work for a period of **Twelve Months** from the date of completion of work as certified by Engineer-in-charge of the work.

Dy. Chief Engineer/IRPMU
North Central Railway,
Shivaji Bridge, New Delhi
For & On behalf of the President of India.

Signature of the tenderer/s _____

Address _____

Annexure-A

Deleted in terms of Railway Board letter No.2003/CE-
I/CT/4/Pt.I dated 12/16.05.2006 circulated vide this HQ
letter No.74-W/O/WA/Pt.-X dated 19.05.2006

SUPPLEMENTARY AGREEMENT

Articles of agreement made this day _____ in the year Two thousand and Five _____ between the President of India, acting through the _____ North Central Railway Administration having his office at _____ herein after called the Railway of the one part and _____ of the second part.

Whereas the party hereto of the other part executed an agreement with the party hereto of the first part being agreement Number _____ dated _____ for the performance _____

_____ herein after called the 'Principal Agreement'.

And whereas it was agree by and between the parties hereto that the works would be completed by the party hereto of the second part on _____ date last extended' and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part. And whereas the party hereto of the first part already made payment of the party hereto of the second part diverse sums from time to time aggregating to Rs. _____ including the final bill bearing voucher No. _____ dated _____ (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received further sum of Rs. _____ through the final bill bearing voucher No. _____ dated _____ (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid (by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for, all works done under the aforesaid principal agreement including/excluding the security deposit the party hereto of the second part have no further dues of claims against the party hereto the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

It is further agreed and understood by and between the parties that in consideration of the payment already made, under the agreement, the said Principal Agreement shall stand finally discharged and rescinded all the terms and conditions including the arbitration clause.

It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the contractor/s

for and on behalf of The President of India

Witness: -

1. _____

2. _____

ADDRESS:-

D E C L A R A T I O N

I/We hereby solemnly declare that I/We visited the site of the work (as on top sheet) personally and have made myself/ourselves fully conversant of the conditions therein and particular the following:-

1. Topography of area.
2. Soil strata at site of work.
3. Sources and availability of construction materials.
4. Rates for construction of material, water, electricity including all local taxes, royalties, octrois etc.
5. Availability of local labour (both skilled and unskilled) and relevant labour rates and labour laws.
6. The existing roads and approaches to the site of work and requirements for further service roads/approaches to be constructed by me/us.
7. The availability and rates of private land etc. that shall be required by me/us for various purposes.
8. Climatic conditions and availability of working days.

I/We have quoted my/our rates for various items in the schedule of items, quantities and rates taking into account all the above factors also.

CONSTITUTION OF THE FIRM

1. Full name of contractor/s constitution of firm and year of establishment.
2. Registered Head Office, Address.
3. Branch office in India
4. Address on which correspondence regarding this tender should be done.
5. Constitution of firm give full details Including name of partners executives/power of attorney/holders etc.
6. Particulars of registrations with Govt. / Semi Govt. Organization, Public sector, undertakings and local Bodies etc.

Annexure – E

Details of Plant and Machinery already available with the firm.

Sl. No.	Particulars of equipment	No. of Unit.	Kind & make	Capacity	Date by which the plant would be available for use on this work	Age & condition	Work on which it is being used.
1	2	3	4	5	6	7	8

Annexure –F

**LIST OF ENGINEERS/PERSONNEL ALREADY AVAILABLE/ PROPOSED TO
BE EMPLOYED FOR DEPLOYMENT ON THIS WORK:**

Sl. No.	Name & Designation	Qualification	Professional experience	Organization with whom working	Date by which personnel will be available for this work.
1	2	3	4	5	6

Annexure-G

STATEMENT OF WORKS EXECUTED/COMPLETED BY THE CONTRACTORS DURING LAST THREE YEARS

S. No.	Name and place of work	Authority /agency for which work was carried out	Date of award & agreement No. & Date
1	2	3	4

Date of completion (original /actual)	Agree mental cost /completion cost.	Principal /Technical features work in brief	S.No. at which relevant certificate /documents are attached.
5	6	7	8

Annexure – H

Statement of works being executed/in hand by the contractor/s

S.No.	Name and place of work	Authority/agency for whom the work is being carried out	Date of award & agreement No. & Date	Date of completion (Original/ actual)
1	2	3	4	5

Agree mental cost of work cost/likely cost	Principal/ Technical features work in brief	S.No. at which relevant certificate/Documents are attached	Payment taken till.
6	7	8	9

Annexure 'I'

Detail of contractual payment received in last three financial year and current financial year.

SN	Name of work	Name of employer	Detail of payment	For the financial year	Total contract amount received
1	2	3	4	5	6

FORMS

FORM NO.E-5

Appendix-VIII

Electronic Clearing Service (Credit Clearing)

Model Mandate Form

(Investor/customer's option to receive payments through Credit Clearing Mechanism)

Name of the scheme and the periodicity of payment no.

- 1) Investor/customer's name :
- 2) Particulars of Bank account :
 - A Name of the Bank :
 - B Name of the branch :
Address :
Telephone No. :
 - C 9-Digit code number of the bank and branch
Appearing on the MICR cheque issued by the bank:
 - D Type of the account (S.B., Current or Cash Credit)
With code (10/11/13)
 - E Ledger and Ledger folio number:
 - F Account number (as appearing on the cheque book)

(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or photocopy of a cheque or front page of your savings bank pass book issued by your bank for verification of the above particulars)

- 3) Date of effect:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(_____)

Signature of the Investor Customer

Date

Certified that the particulars furnished above are correct as per our records

Bank's Stamp

Name of the Bank: _____

Bank Guarantee No. _____ Dated _____

President of India, Acting through _____ Designation and Address of contract signing authority.

PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In Consideration of the President of India acting through (Designation & Address of Contract Signing Authority), North Central Railway, New Delhi (hereinafter called " The Government') having agreed under the terms and conditions of agreement/Contract Acceptance letter No. _____
Dated: _____ made between _____ (Designation & address of contract signing Authority) and _____ (hereinafter called " The said contractor (s)' for the work submission of a irrevocable Bank Guarantee for Rs. _____ (Rs. _____ only) as a performance security Bank Guarantee Bond from the contractor (s) fro compliance of his obligations in accordance with the terms of conditions in the said agreement.

2. We _____ (indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the Government an amount not exceeding Rs. _____ (Rs. _____ only) on demand by the Government.

We _____ (indicate the name of the bank) further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the FA&CAO/IRPMU, North Central Railway/New Delhi _____ Designation and address of contract signing authority), North Central Railway/ IRPMU/New Delhi, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms or conditions in the said agreement or by reason. 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. _____ (Rs. _____ only).

3. (a) We, the said Bank further undertake to pay to the government any money so demanded notwithstanding any dispute or dispute raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

(b) 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) shall have no claim against us for making such payment.

4 We _____ (indicate the name of bank) to further agree that the guarantee herewith contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or till discharged by _____ (Designation & address of contract signing authority) on behalf of the Government certified 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 (2 months after the date of completion of the contract), we shall be discharged from all liabilities under this guarantee thereafter.

5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (Date of Completion) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within 2 months from the date aforesaid.

(b) Provided always that we _____ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year within two months before the expiry of the period or the extended period of the guarantee, as the case may be, on being called upon to do so by the Government, If the guarantee is not renewed or the period extended on demand, we ____ (indicate the name of the Bank) shall pay the Government the full amount of the guarantee on demand and without demur.

6 We _____ (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary and of the terms and conditions of the said contract 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 forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any bearing, act or omission on the part of the government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.

7 This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).

SPECIAL CONDITIONS RELATING TO SITE DATA AND SPECIFICATIONS

1.0 Name of Work:

“Strengthening of old Towers, Repair / Renovation of rooms/ Boundary wall and construction of New 30 M tower at PATA Station in Allahabad Division”.

DETAILED SCOPE OF WORK:

- (i) Site clearance, removing and dismantling of all obstructions etc. before commencement of works as specified or as directed.
- (ii) Provision of all necessary labour, instruments and appliances in connection therewith as specified or as directed
- (iii) Earthwork in filling, injecting chemical emulsion for pre-constructional anti-termite treatment.
- (iv) Building structural works.
- (v) All aspects of quality assurance, including testing of materials and other components of the work, as specified or as directed.
- (vi) Clearing of site and handing over of all the works, as specified or as directed.
- (vii) Maintenance of the completed work during the period as directed.
- (viii) Any other item of work as may be required to be carried out for completing the work under this contract in all respects in accordance with the provisions of the contract and / or to ensure the structural stability and safety during and after construction. The work shall be executed as per latest Railway specifications, CPWD specifications and relevant, codes, details furnished in the tender documents and specifications and as per the best practices of the trade complete in all respect as per site condition.
- (ix) The value of the work shall be on item rates accepted in letter of acceptance subject to such additions thereto or deduction there form as may be made under the provisions of the contract.
- (x) The rates are inclusive of all materials/transport/labour/all taxes etc, for completion of work except otherwise specified in Bill of Quantities.

2.0 LOCATION OF WORK:

The work required to be executed for “Strengthening of old Towers, Repair/ Renovation of rooms/Boundary wall (**Mirzapur, Sujatpur, Rasulabad, Bindki Road, Kaurara, Hathras Jn., Etawah**) and construction of New 30 M tower at PATA Station in Allahabad Division” of North Central Railway.

3.0 Applicable Codes, Standards & Publications for Structural & Architectural Work.

3.1 The Work shall be executed as per North Central Railway Standard Specifications for Material and Works-2007, CPWD specification & approved drawings, North Central Railway Engineering Department Standard Schedule of Rates-2006 with up to date correction slips, North Central Railway Engineering Department Regulations four Tender and Contracts, General Conditions of Contract-2005 with correction slip issued up to date and relevant IRS/IRC/IS codes and circulars.

3.2 The design and construction will be done in terms of IRS, IRC and IS Specifications.

- a) The specifications mentioned herein bid documents shall be prime governing.
- b) Where there is conflict between IRS & IS Specifications, IRS Specifications shall prevail.
- c) Where there is no provision of specification in IRS, the IRS conditions shall be referred to and followed.
- d) For items not covered in IRS/IRC Specification, BS-5400 part 1 to 10 may be followed.
- e) The decision of CAO/IRPMU of the Project shall be final and binding in the interpretation of the clause of the codes of practice and specifications under the special Conditions regarding site Date and Specifications of this tender and no claim whatsoever shall be entertained on this account by Railways.

Any difference of opinion between site engineer and contractor shall be referred to Engineer-in-charge of work. The appeal against Engineer-in-charge shall be with CAO/IRPMU/North Central Railway whose decision shall be final, Items under this scope shall be deemed to be Excepted Matters.

Apart from the basic data, specifications etc, all items of works shall be governed by the following codes as revised/correct/amended up to the time of submission of the tender/negotiated cost for acceptance.

The more important Codes, Standards and Publications to Contract are listed hereunder:

IS:875 (part 3)	Code of practice for design loads (other than earthquake) for buildings and structure
IS:1322	Bitumen felts for water proofing and damp-proofing
IS:1893	Criteria for earthquake resistant design of structures
IS:2572	Code of Practice for construction of hollow concrete block masonry
IS:3414	Code of practice for design and installation of joints in buildings
IS:6408 (Para 1,2)	Recommendations for modular co-ordination in building industry-tolerances
IS:10958	General check list of functions of joints in buildings
IS:11817	Classification of joints in buildings for accommodation of dimensional deviations during construction
IS:11818	Method of test for laboratory determination of air permeability of joints in buildings
IS:12440	Pre-cast concrete stone masonry blocks
CPWD	Specifications 96
BS:476 (Part 7)	Method for classification of the surface spread of flame of products
BS:476 (Part 20)	Method for classification of the surface spread of flame of products.
BS:476 (Part 22)	Methods for determination of the fire resistance of non load bearing elements of construction
BS:5215	Specification for one part gun grade polysulphide based sealants
BS:5606	Guide to accuracy in building
BS:6093	Code of practice for the design of non load bearing external vertical enclosure of buildings.
BS:8200	Code of practice for the design of non-load bearing external vertical enclosure of building.
ASTM C 332	Specification for light weight aggregate for insulating concrete

In addition to the North Central Railway standard Specifications 2007 for materials and works, the following special data and specifications rules and code of practice as revised from time to time and available from the Manager, government of India Publication Branch, Patiala House, New Delhi, India must be followed with regard to design, material and workmanship. Latest IS Codes are available with Director/ BIS, Manak Bhawan, Bahadur Shah Zafar Marg, New Delhi.

I.S. Code of practice for plain and reinforced concrete for general building construction (IS-456-2000)

I.S. Code practice for pre-stressed concrete (IS-1343/1980)

I.S. Code of practice for use of structural steel in general building construction (IS-800-1984)

IRS Code of practice for plain concrete construction – 1982.

I.S. Code of practice for electric welding of mild steel structure IS-226-1969, IS-814-1974, IS-816-1989, IS-823-1964 and IS-6227-1971.

Indian Railway code of practice of plain/reinforced and pre-stressed concrete for general bridge construction (concrete bridge code adopted in 1936) revised in 1962 and in 1997 .

I.S. specification for fine and coarse aggregate from natural sources for concrete IS-383-1970 and IS-515 & 516-1959.

I.S. Code 875-1987 all parts, of practice for structural safety of building and loading.

IS-1893-1984 Criteria for earth quake resistant design of structures

IS-1905-1987 code of practice for structural safety of building masonry walls.

IS-1964-1966 code of practice for structural safety of building foundations

Steel tubes for structural purposes shall conform to specifications laid down in IS-1611-1968.

Indian railway schedule of dimensions 1676mm (5'6") gauge 1939 reprinted in 1979.

I.S. Specifications for medium quality galvanized mild steel continuous welded cables conforming to IS-1239-1979.

Other approved drawings and latest relevant IRC, IRS and ISI codes of practice.

IS:226-1975 specifications for structural steel .

IS:2720 (Pt. VIII)-1974 and all parts for IS method on testing of soil

IS: 3764-1992 code for safety for excavation work.

IS Code 13415-1992 Code for safety for protective barriers.

IS 13416 : 1992 Code for preventive measures at work place.

IS:3558-1983 Code for use of vibrator

IS 7861 Part I & II Code for extreme weather concreting

IS 12468:1988 Code for general requirement for vibrators for mass concreting

IS 9013 -1978 Code for method for making curing and determining compressor strength of concrete test?

IS:516 - 1959 Code for test of concrete

IS : 2430:1986 Code for sampling of aggregate for concrete

IS 4634:1968 Code for testing performance of batch type concrete mixer.

IS:2386-1983 all relevant parts (Code for testing aggregate for concrete.

IS: 7320-1974 Code for concrete slump test.

IS: 9103:1999 Code for admixtures for concrete.

IS:10790 (all relevant parts), Code for sampling of steel for reinforcement concrete (RCC)

IS 432 1982 (Part I & II) Code for mild steel for RCC.

IS:1785-1985: Code for HSD steel bars for RCC

Indian Railway standard (IRS) bridge sub structures and foundation code of practice for the design of the sub structures and foundation of bridge adopted 1936 revised – 1985 (hereinafter referred to as sub-structure Code)

IS : 2911 pile foundation Part 1 to IV.

The decision of the Chief Engineer/construction of the project shall be final and binding in the interpretation of the clause of the codes of Practice and Specifications under the special conditions regarding site data and specifications of this tender and no claim whatsoever shall be entertained on this account by the railway administration..

Latest edition including upto date correction slips, on date of submission of tender/negotiated rates shall govern.

Apart from the basic data and design, the construction of the buildings/bridges shall be governed by the Codes as stand revised/corrected/amended upto the time of

submission/negotiation of the tender. These codes of practice are available from the Manager, Government of India publication Branch, Patiala House, New Delhi and director, India standards Institution, Manak Bhawan, Bahadur Shah Zafer Marg, New Delhi.

Contractor must have one copy of each relevant code at site as applicable & should handover to site Engineer after completion of work.

**3.3 Rly. Board Letter No.2008/CE-1/CT/6 Dated 09/07/2008
The Building and other Construction Workers (RECR) Act, 1996 and
The Building and Other Construction Workers Welfare Cess
(RECSW) Act, 1996 in Railway contracts.**

- i) It applies to every establishment which employs, or had employed on any day of the proceeding twelve months, ten or more building workers in any building or other construction work.
- ii) The cess shall be levied and collected @ 1% of the cost of construction incurred by an employer.
- iii) For the purpose of levy of cess, cost of construction shall include all expenditure incurred by an employer in connection with the building or other construction work but shall not include.
 - a) Cost of land; and
 - b) Any compensation paid or payable to a worker or his in under the Workmen's Compensation Act, 1923.
- iv) Every building worker who has been engaged in any building or other construction work for not less than 90 days during the preceding twelve months is required to be registered as a beneficiary under this Act.
- v) This will be applicable from the date of receipt of notice from State Labour Commissioner/Labour Deptt.

With a view to enabling Railways in the implementation of the provisions of the two Acts, Ministry of Railways have decided that the Tender Notice/ Tender documents may include a new clause as follows:-

"The tenderer for carrying out any construction work in -----(name of the State) 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 -----(Name of the State) Govt and submit certificate of Registration issued from the Registering Officer of the -----(name of the State) Govt. (Labour Deptt.). For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of

construction work to be deducted from each bill. Cost of material shall be outside the purviews of cess, when supplied under a separate schedule item.”

4.0 PLAN UNDER WHICH THE WORKS ARE TO BE CARRIED OUT:

- 4.1 The drawings for the works can be seen in the officer of Dy Chief Engineer/IRPMU, Shivaji Bridge/North Central Railway, New Delhi. These drawings are meant for general guidance only and in terms of clause 7 of Special tender conditions and Instruction to Tenderer/s, Railway may suitably modify them, without making the Railway's liable for any claims on account of such changes or delay in modification of the plan.

5.0 SUPPLY OF DRAWINGS:

The Railway, during the course of execution of work may supply detailed working drawing if required by the agency/Contractor.

It may clearly be noted that the CAO/IRPMU/ Dy Chief Engineer/IRPMU shall have full power to make alterations in the drawings and to give such further instruction directions as may appear to him necessary for the guidance of the contractor and for the officials for execution, completion and maintenance of the work, if required during execution of the work.

The plan, sites and items of work are subject to alterations to suit the local conditions as per requirement of the Railway and the contractors will have no claim on account of the change in plan, sites and items of work etc.

6.0 CEMENT:

- 6.1 Ordinary Portland cement grade-33/43 conforming to IS: 8112 capable of achieving the required Design concrete strength shall only be used, If contractor desire to use ready factory made blended cement with the precautions regarding curing and limitations with the specific approval of Dy, Chief Engineer.
- 6.2 To improve the workability of concrete admixtures conforming to IS: 6925 AND is: 9103 could be permitted subject to satisfactory proven use. Admixtures generating hydrogen, nitrogen, chlorides etc, shall not be used.
- 6.3 Cement content in concrete for PSC work shall neither be less than 400 kg/cum of concrete nor more than 500 kg/cum of concrete in design mix.
- 6.4 Quality test certificate for cement from manufacturer as per IS Code shall be produced by the contractor before use of Cement supplied.

- 6.5 The contractor shall procure cement for use in the works from the main producers or their authorized dealers only.
- 6.6 Cement older than 6 weeks from the date of manufacture as marked on the bags shall not be accepted. Cement bags preferably in HDPE bags packing should bear the following markings:-
- (i) Manufacturer's Name
 - (ii) Registered trademark of manufacturer, if any.
 - (iii) Type of cement.
 - (iv) Weight of each bad in Kg or No. of Bags/Tonne.
 - (v) Time/Period of manufacture generally marked as week of the year/year of manufacture.
- 6.7 Every delivery of cement shall be accompanied by a producer's certificate confirming that the supplied cement conforms to relevant specifications, Every consignment of cement must have identification marks on packages indicating date of manufacturing and grade and type of cement.
- 6.8 Railway may also take samples during the course of execution of works and get cement tested to ascertain its conformity to the relevant IS specification contractor's cost particular lot is put to use.
- (i) Fineness
 - (i) Compressive strength
 - (ii) Initial and final setting time,
 - (iii) Consistency
 - (iv) Soundness.
- 6.9 In case samples tested do not pass the quality tests conducted, the entire batch of cement Supplied shall be rejected and returned to the contractor.
- 6.10 For storage of cement, the contractor shall have to construct a temporary Godown of adequate capacity at his own cost.
- 6.11 The record of cement brought to the site of work, daily consumption, daily opening balance and closing balance shall be maintained at site jointly by the Inspector In-charge of work and contractor or his authorized representative. For this purpose 2 set of register duly reconciled and signed by the contractor and the Inspector in charge of work certifying the opening balance consumption, closing balance should be maintained. One register each shall be kept in the custody of Inspector in charge of work and the contractor or his representative.

- 6.12 The Contractor shall be the custodian of cement godown and shall keep the godown under his lock and key to ensure safe custody of cement. The contractor shall ensure that cement once brought to the site and accounted for shall be used at the site only and shall not be taken away from site for any other purpose.
- 6.13 The contractor shall make the cement godown available to the site Engineer or his representative as and when required.
- 6.14 Land for constructing the temporary cement godown shall be handed over by the Railway on the written request of the contractor free of any rent.
- 6.15 The Contractor shall ensure that after completion of the work and/or determination of the contract for any reason whatsoever, the temporary cement godown shall be dismantled and all dismantled materials/debris shall be removed and the clear site shall be handed over back to Railways. All the released material shall be the property of the contractor and no payment shall be made by the Railway for dismantling etc. The final bill & Earnest Money/Security deposit shall not be released unless the godown is dismantled and the site is cleared in all respects.
- 6.16 The consumption of cement on works shall be assessed on the basis of cement contents per unit quantity for various items of work as per N.C.R. SOR-96. In case of Designed Mix of Concrete of specified strength where the cement is to be used by weight where specially ordered in the N.S. items rate or tender conditions, a variation of + 1% (Max) will be allowed in the consumption of cement on works.
- 6.17 Stacking of cement in the godown shall be done on a layer of wooden sleepers, so as to avoid contact of cement bags with the floor or alternatively scrap G.I. sheets may also be used in place of sleepers but these must be placed at least 20 cm above the floor. The bags shall be stacked at least 30 cm clear of the walls to prevent deterioration. The wooden Sleepers/Scrap G.I. sheets shall be arranged by the contractor at his own cost.
- 6.18 Cement shall be stored in such a manner so as to permit easy access for proper inspection. Cement should be stacked not more than ten layers high to prevent bursting of bags in the bottom layers and formation of clods. The stacks of cement bags shall be covered with tarpaulin during rainy season/rains so as to obviate the possibility of deterioration of cement by moisture in the atmosphere. Cement, which is set or partially set, is on no account to be used.
- 6.19 The cement brought to the site Godown in excess of the requirement calculated based on the cement factors shall be taken back by the

contractor on completion of the work after written approval from AEN/XEN on proper document.

- 6.20 Cement actually consumed on works shall normally match the quantity calculated as per cement factors for various items. If, it is discovered that the cement actually consumed at site is less than the quantity ascertained taking into consideration the cement factors for various items by more than 1% the cost of the cement not so used (i.e. difference between the quantity of cement calculated as per cement factors and cement actually consumed) shall be recovered at double the quoted rate from the contractor.
- 6.21 Empty cement bags will be the property of the contractor.
- 6.22 Cement and steel for use in the works should be procured by the contractor from the main producers/their authorized dealers/authorized stockyards and these should conform to IS Specifications.
- 6.23 Railway reserves their right to prohibit the use of any cement bag/bags notwithstanding the fact the same may have been approved previously.

7.0 PROCUREMENT OF RAW MATERIAL

- 7.1 The cement, steel, CI Pipes & their fittings including all other material required for the work will have to be arranged by the contractor. The Railway will not supply any material. The contractor shall make his own arrangements for procurement of these materials in time for expeditious completion of the work covered in the contract. The Railway shall not be responsible for any loss or any damage incurred by the contractor in connection with such procurement of materials or expeditious completion of the work.
- 7.2 All steel shall be free from oil and grease, paint, loose mill scale, loose rust and other matter likely to adversely affect the bond with concrete, Every delivery of steel shall be accompanied by a maker's certificate of cast analysis confirming that the supplied steel conforms to relevant specifications every consignment of steel must have identification marks on packages
- 7.3 Railway may also take samples during the course of execution of works and get steel tested to ascertain its conformity to the relevant IS a specification at railway's cost before a particular lot is put to use. If testing charges paid by the contractor the amount will be reimbursed to the contractor on production of bill of the testing institution.

8.0 INSPECTION OF MATERIAL:

- 8.1 Inspection of materials like steel/cement to be procured/procured by the contractor will be carried out by the Railway or their nominee for which at least one-week must be given to the a Railway or their nominee.
- 8.2 Quality test certificate for cement and steel as per relevant I.S code or as desired by Engineer-in-charge shall be furnished by the contractor at his own cost from the manufacturer before use. The sample tested on railway's cost during execution. In case of samples tested do not pass the quality tests conducted the entire quantity of the batch of cement/steel supplied shall be rejected and returned to the contractor at his cost.

9.0 CERTIFICATION OF INSPECTION AND APPROVAL:

- 9.1 Material shall not be used in any case in the work until and unless it is certified by the Engineer or their nominee in writing that they have inspected the material and approved by them on behalf of makers certificate or tested in the testing institutions.

10.0 SERVICE ROAD

- 10.1 Any service road required by the contractor for his/their use along the alignment will be provided by the contractor and shall be born by the contractor if required for transporting of material/vehicle etc. However, contractor may be permitted to make use of existing service roads, or service roads constructed by the Railways for its use, free of cost subject to maintaining the service roads in its original shape throughout the work.

11.0 WATER SUPPLY:

- 11.1 The contractor shall be responsible for the arrangements to obtain clean water supply necessary for the work as well as for drinking water for his labourers at his own cost, and the quoted rates shall be deemed to include the cost of such water supply arrangements. On request by the contractor the Dy. Chief Engineer/ const., may give assistance only to the extent of recommending the contractor's application for water supply to any authority for arranging such supply.

12.0 INTERRUPTION OF WORKS DURING MONSOONS:-

The contract period will extend over a monsoon. The contractor should therefore, plan and prepare his work keeping this fact in mind.

13.0 PATENTED DEVICES MATERIALS AND PROCESSES:-

When the contractor desires to use any designed device, material or process covered by a letter of patent or copy right, the right for such use shall be secured by suitable legal arrangement and agreement with patent owner and copy of the agreement shall be filed with Railways if so required. The contractor shall also indemnify railways against any claims arising out of above.

14.0 MAINTENANCE PERIOD:-

14.1 The maintenance period of the permanent works shall be treated **as 06 (six) months** from the date of completion.

14.2 No part refund of security deposit shall be permitted during the maintenance period.

15.0 SETTING OUT OF WORKS

15.1 The contractor is to set out the whole of the work in consultation with an official to be deputed by the Engineer in charge and during progress of the work to amend on the requisition of the Engineer, any error which may arise there in and provide efficient and sufficient staff and labour thereof. The contractor shall also amend or alter any error in the dimensions, lines or levels to the satisfaction of the Engineer in charge or his authorised representative without claiming any compensation for the same.

15.2 The contractor at his own cost shall provide fix and be responsible for the maintenance of all stakes, templates, profiles, land mark, points, burgees, monuments, centre line pillars, reference pillars etc. and shall take all precautions to prevent these being removed, altered or disturbed and will be responsible for the consequences of such removals, alterations, or disturbance and for their efficient reinstatement.

16.0 LAY OUT:

16.1 Alignment and layout pillars as may be considered necessary by the Engineer-in-charge up to formation level behind each of the bridge abutments should be constructed by the contractor at his own cost to denote centre line. These shall be so constructed that there are adequate facilities for climbing on the top of the same with proper working space for conducting theodolite work. Necessary base/reference lines and pillars as & where required for setting out of the bridge and execution work are also to be constructed and maintained by contractor without any extra cost as per directions of the Engineer-in-charge.

17.0 EARTHWORK IN CUTTING AND EMBANKMENTS:

- 17.1 Earthwork will be done with contractor's own earth by borrowing the earth from outside the railway land and the rate quoted will be deemed to be inclusive of all taxes, royalty, leading, loading, unloading, handling and re-handling of earth, all leads, lifts, ascents, descents, crossing of nullahs, streams, tracks, level crossing, levelling, dressing as a complete job in all respects as per specifications indicated in succeeding paras. The earthwork shall be compacted mechanically using vibratory rollers as per specifications.
- 17.2 The soil has to conform to "RDSO guidelines for earthwork in railway projects July, 2003". The Engineer-in-charge may ask the contractor/s to get the soil samples tested as per ISI specifications. It may please be noted that in no circumstances the contractor/s will be allowed to form the bank with unapproved earth. Such tests may be repeated by the Engineer-in-charge during the execution of the earth work. The soil samples for which soils are found not confirming to the required specifications, the contractor may have to bring earth from other approved source. The cost of all tests will have to be borne by the contractor/s.
- 17.3 The contractor/s shall provide all stakes, ballies, bamboo, strings, pegs and labour for setting out profiles of embankment required for the correct execution of the work and shall also be responsible to maintain in the proper order. He is also required to provide labour for the setting of the same when called upon to do so. This is deemed to include in the item rate for the earthwork. The contractor/s shall pay necessary precaution to prevent them being removed altered and disturbed and shall be responsible for the consequence of such removal alterations and disturbance and will take action for the proper reinstatement.
- 17.4 The contractor shall be liable to set up field laboratory with adequate equipment so as to carry out tests of the soil as per ISI codes/RDSO guidelines.
- The contractor shall also be required to provide full assistance for carrying out these tests, i.e. labour and other materials etc. The rates quoted by the contractor for earthwork deemed to have included of this element and nothing extra shall be payable on this account.
- Engineer-in-charge, if required may get the soil samples tested from any outside agency as deemed suitable and the cost for the same, if any shall to be borne by the contractor.
- 17.5 Before the earthwork is started by the contractor, the ground between the line where filling/excavation is to be done for embankments, cutting & training works shall be cleared of all trees along with roots, shrubs, heavy grass and undergrowth of every kind. While clearing grass/shrubs from the slopes of existing embankment, the profile of the existing bank should

not be altered. None of the items of work mentioned in this Para will amount the contractor's to any extra payment.

17.6

(a) All trees falling in the Forest Reserve Land shall be cut by respective Forest Department. But their roots if remains shall have to be uprooted by the contractor for which no extra payment will be made. However, the uprooted roots shall be the property of the contractor. However if required contractor will have to cut & transport the trees to nearest forest depot at his own cost.

(b) All trees falling in Govt. land handed over to Railways for Railway custody, if insisted by concerned State Govt. will be the property of state Govt., who may also cut these trees, otherwise contractor will uproot the trees and it will be the contractor's property and may be disposed off at their end with own arrangements. However necessary rebate for tree having girth more than 30 cm may be taken as per relevant N.S. item and nothing shall be paid extra on this account.

17.7 The decision of Railways in respect of ownership of trees in (a) & (b) above shall be final & binding upon the contractor. In all cases bushes/heavy grass etc. have to be cut by the contractor and rates quoted for earthwork will be deemed to be taken in account these elements.

17.8 The Contractor should commence work systematically at one or more points in consultation with the Engineer and should maintain continuous and steady progress to complete the work in continuous length including levelling and dressing.

17.9 Any extra earth deposited on the top and slopes of the formation shall be removed within 48 hours after a written notice. If not complied, the same shall be removed by other means at contractor's cost. Cost of which shall be recovered from contractor's bill, the payment shall be made as per designed cross section only.

17.10 It must be clearly understood that the rates are intended to cover the full cost of the finished works. The banks and cuttings are to be correctly dressed to profile with slopes as specified in each case by the Engineer-in-charge. The rates for earthwork shall also include the following.

1. Site clearance as per specifications including cutting of trees.
2. Benching in side long ground and existing bank as per specification/RDSO guidelines or as directed by engineer In-charge.

17.11 The rates also include maintenance of the banks and cutting to correct profile including repairs of all rain cuts, making good earth work due to settlement natural or otherwise due to rains etc. in case of filling embankments and removal of cuts and slips that may be accumulated in cutting during rains etc. until the final measurement have been recorded and banks/cutting taken over by the Railways, the item rate of schedule of

rates and quantities will cover the full cost of finished work of cutting and embankments.

17.12 The following category of soil shall not be permitted.

1. Peat and organic soils.
1. Chalk etc. which are likely to disintegrate.
2. Poorly graded sands with Cu less than 3.
3. Clays and silts of high compressibility i.e. MH & CH.
4. Clays & silts having high percentage of soluble salts.

17.13 If the contractor does not attend the rain cuts and other repairs required as provided for in Para 18.9 above within one week of its reporting, the department shall be free to get it done as it deems fit and cost debited to the contractor.

17.14 For the earthwork in formation & training/protection work, the toes of the slope of bank, cutting on one side of the centre line and also lines parallel to and 60m outside the toes of slopes of banks should be demarcated by the contractor with a deep furrow at least 15cm deep. This is to be considered as part of setting out the work and preliminary to his being allowed to break ground. This lock spitting is to be executed maintained and renewed by him without any payment, when necessary or and when ordered by the engineer.

17.15 The contractor at his own cost shall provide, fix and be responsible for the maintenance of all stretches, templates, profile, land marks, points, burjis,, monuments, centre line pillars, reference pillars, etc. and shall take all necessary precautions to prevent their being removed/alterd or disturbed and will be responsible for the consequences of such removal, alterations, all disturbances and or their efficient reinstatement.

17.16 In some stretches earthwork in formation and protection works may extend into low lying area/s forming ponds with water standing in the same. In such cases contractor/s shall have to provide at his/their own cost requisite and appropriate bunds in the ponds to clear the area for providing earth work and other protection works. Any dewatering required to be done shall also be done by the contractor/s at their own cost. Nothing extra shall be payable on this account. Item rate of earthwork shall be deemed to include all the above elements of the work.

17.17 The breaking of all clods will be strictly insisted upon for all earthworks in embankment and the contractor must take special care to ensure this. Should at any time the contractor be found to be deviating from this requirement, the Engineer-in-charge of work or his representative will, after giving 24 hours notice in writing to the contractor or his representative at site for rectifying all such defects and in case of his non-compliance

thereof, departmental labour for getting the clods broken up shall be deployed. This will be continued till contractor/s make/makes adequate arrangements to abide by the specifications. Whereas no extra payment will be made for breaking clods, the expenditure so incurred by the Railway as certified by the Engineer-in-charge together with 2% incidental charges thereon, plus 12.5% departmental charges on the whole will be deducted in full from the contractor/s bills. Similar action will also be taken if the contractor/ is/are found depositing earth on wrong places. No correspondence will be entertained from contractor/s in connection with the engagement of departmental labour under the circumstances mentioned in this Para and the orders given by the engineer-in-charge or his representative will be finally conclusive and not amendable to any appeal or revision.

- 17.18 The tendered rate against the earthwork will be applicable for all classes of soil and be inclusive of all leads, lifts, ascents, descents, crossing of Nallahs/ streams, level crossings or any other obstructions etc.
- 17.19 The entire quantity of spoils excavated from the cutting including side and catches water drains diversions and training works, will have to be led and utilized for filling in embankments within the zone irrespective of the lead involved. No borrow pits shall be permitted to be dug within Railway land for filling in embankments. No cutting spoils shall be allowed to be dumped outside the cutting except where the spoil earth is found to be surplus after making use of in filling throughout zone and shall be dumped by arranging dumping side at his own cost. No payment of carriage of earth spoil either by head lead or by trucks or by any other machine or by any other method will be made including the cost of dumping side etc. The tendered rate will be inclusive of earthwork in formation in cutting /diversion/training works and drains and filling in embankments completed to the finished executed profile.
- 17.20 The width, side slopes of embankment may be changed by the engineer if so found necessary for stability of be bank. The contractor shall have no claim whatsoever on account of change of side slopes or formation width. The decision of engineer-in-charge for determining the slopes initially or subsequently and for modifying the slopes and formation width will be final and binding and no claim whatsoever shall be entertained by Railways.
- 17.21 The quantities of earthwork to be done in embankment etc. shown in schedule are a mere guidance. This may vary as per actual calculation based on cross sectional areas taken at site and plotted accordingly.
- 17.22 After site clearance all pockets and depression left in the soil, if any, shall be made good and compacted.
- 17.23 Generally only L-section of the alignment will be supplied to the contractor. The top of the formation shall be finished to a slope of 1 in 30 away from the edge of existing track. The formation level shall be reckoned to be the level of the centre of the bank/ cutting. The beams where the height of

bank or depth of cutting is more shall have to be provided as per the direction of the Engineer-in-charge.

- 17.24 Earthwork in formation at any level shall be required to be executed 50cm extra wide on either side than that required for final payment. This extra width shall be then finished manually. The rate for earthwork shall be deemed to have considered in this work and trimming is also included in the rate.
- 17.25 The contractor/s should commence work systematically from one or more points in the zone in consultation with Engineer & maintain continuous progress completing the bank and cutting in continuous length in all respects including levelling and dressing.
- 17.26 **FORMATION WIDTH ON CURVES:** On curves the actual widths to be provided should take into account 150mm extra widening of ballast shoulder (500mm in place of 350mm) required on the outer side of curves as per para 263 of IRWM and para 5.3.1 of LWR Manual. Thus, additions in the width on this account will be 0.15 Mtr. for Single line and 0.30 Mtr for double line (including 0.15 Mtr. Increase in track centres.)

18.0 CUTTING:

- 18.1 The tender rate against relevant NS item of schedule of item, rates and quantities for open excavation in cutting in formation will be applicable to all classes of soil,. This will be inclusive of all lead, lift, ascent, descent etc leading of spoils to earthwork in formation in the zone as per specifications of making embankment and disposal of surplus cutting, if any, at suitable dumping site arranged by the contractor at his own cost..

19.0 PAYMENT:

- 19.1 The payment for the quantity of earthwork in embankment and cutting will be made on cross-sectional measurements. The existing ground profile will be taken and plotted by the Engineer's representative in the presence of contractor or his authorised agent before commencement of the work. The profile of the cutting/bank as required to be provided including allowance for settlement in case of bank will also be plotted on the same sheets. The level & cross sections shall be signed by both the engineer's representative and the contractor/s or his authorised agent. (The profile of the cutting/bank as required to be provided is for the guidance of the contractor and not for the purpose of the measurement).
- 19.2 The profile of the finished and plotted cutting/bank will likewise be taken in the presence of the contractor or his authorized agent and super-imposed on the original ground profiles, the gross volume of earthwork in cutting will be calculated from the original ground profile and finished profile of the cutting for the purpose of payment.

- 19.3 In case of earthwork in filling gross quantity of compacted earth shall be reduced by 5% towards shrinkage while 10% shrinkage will be deducted from the gross quantity of un-compacted earth for purpose of on account and final payment. These reductions shall be made irrespective of the type and the nature of soil and irrespective of the number of monsoon passed which may clearly be noted by the tenderer/s. The contractor shall have no claim of whatsoever nature on this account including claim for arbitration.
- 19.4 Final measurement will be taken only after the cutting/bank has been completed to the required profile, irrespective of the prolongation of period of completion and number of monsoons that may pass during execution.
- 19.5 On account payment for earthwork in formation, diversion and training works will normally be made only for such length of bank/cutting as in the opinion of the Engineer has been finally executed to the full profile in terms of the conditions of contract. The contractors are therefore advised to complete the bank/cutting to the full profile and proceed systematically in consultations with the Engineer so as to facilitate on this account. On account payments may however be made at the discretion of the Engineer-in-charge for incomplete banks/cuttings under special circumstances, **such on account payments will be made to the extent of 90% of the total quantity of work done.** The Engineer-in-charge will decide whether such payments are to be made and his decision in regard to this shall be final and binding on the contractor.
- 19.6 All cutting and banks are to be executed and made up neatly to the lines, shown in the cross-section. No payment will be made for excess work done outside these lines except when such work are so ordered in writing by the Engineer.

20.0 BARRICADING:

- 20.1 The contractor before starting the construction work along the running line shall have to barricade the entire length of running line along which the work has to be carried out. Barricading will also be done at all location where contractor's vehicle will ply along the track. Barricading has to be done as per approved plan and to the entire satisfaction of the Engineer-in-charge.. Contractor has to take precaution that the barricading should not fall towards the railway running line.

Payment for barricading will be made under relevant NS-item.

21.0 FORM WORK:

- 21.1 Form work shall be of steel plates of minimum 3.0mm thick fixed on the angle iron frame or waterproof ply wood shuttering of adequate thickness unless otherwise directed by the Engineer-in-charge. It should be watertight, sufficiently strong and rigid to resist forces caused by vibration and incidental loads associated with it and keep the form rigid.

- 21.2 If the work is to be executed in close proximity of running track, the shuttering should be so planned so as not to infringe with schedule of minimum moving dimension, B.G of 1963 (1973 reprint). Shuttering should be of self-supporting nature as no centring or propping will be permitted on the running track side.
- 21.3 Work shall be executed without disturbing the existing position of running track as shown in plan and entire work should be planned accordingly.
- 21.4 If at any stage of work during/ after placing the concrete in the structure, the work is found defective, such concrete shall be removed and work shall be redone with fresh concrete at the cost of contractor. The props for the centring wherever permitted shall be supported by the double wedges in order to facilitate causing & removal of the shuttering without jarring. Centring and shuttering should be carefully released in order to prevent the loading being instantly transferred to concrete. The period that shall lapse after the last pour of concrete for easing removal of centring and shuttering shall be fixed by the Engineer-in-charge and will be binding on the contractor/s.
- 21.5 It may be necessary to make provision for holes/ grooves in the form work to house the various services, for which neither any extra payment shall be made to the contractor/s for making these provisions nor any deduction shall be made on a/c of any saving in RCC work due to these provision.
- 21.6 Wherever chamfer or rounded corners are mentioned in the drawing formwork, should be such that no chiselling/ cutting is required. The surface of formwork should be clear, smooth and free of cement mortar.
- 21.7 The Contractor shall give the Engineer In-charge sufficient notice in advance before placing any concrete in the forms to permit him to inspect and accept the false work and forms as to their strength, alignment and general fitness but such inspection shall not relieve the contractor of his responsibility for safety of works, men, machinery, materials and for result obtained.

22.0 REMOVAL OF FORM WORK:

- 22.1 The Engineer-In-Charge shall be informed in advance by the contractor of his intention While fixing the time for removal of form work, due consideration shall be given to the local conditions, character of the structure, the weather and the other conditions that influence the setting of concrete and of the material used in the mixes to strike any formwork.
- 22.2 The period shall be suitably increased in case of temperature lower than 25 degree Celsius and for any other conditions tending to delay the setting of concrete.
- 22.3 These field operation are controlled by strength tests of concrete. The removal of the load supporting arrangements of soffit may commence

when concrete has attained 70% characteristic strength, at the time of striking props including the effect of any further additions of loads. When field operations are not controlled by strength, test of the concrete, the vertical forms of beams, columns & walls may be removed as per orders of the Engineer- In-charge.

- 22.4 For pre-stressed units the side forms shall be released as early as possible after 12 hours of casting and soffit forms shall be permitted without restraint deformation of the member when pre-stressed is applied.
- 22.5 All formwork shall be removed without causing any damage to be concrete. Centring shall be gradually and uniformly lowered in such a manner as to avoid any shock or vibrations. Supports shall be removed in such a manner as to permit concrete to take stress due to its own weight uniformly and gradually. Where internal metal ties are permitted, their removable parts shall be extracted without causing any damage to the concrete and the remaining holes filled with mortar. No permanently embedded metal parts shall have less than 40mm cover to the finished concrete surfaces, where it is intended to re-use released form work, it shall be cleaned and made good to the satisfaction of Engineer-in-charge.

23.0 MEASUREMENT:

- 23.1 All work will be paid for at the tendered rates on the basis of actual measurements taken at site. Individual rate for each non-schedule item should be for complete finished work, inclusive of all operational charges. Nothing extra will be payable on any account.

24.0 PLAIN/REINFORCED CEMENT CONCRETE WORKS:

- 24.1 The ISI and IRS code of practices for the structural use of reinforced concrete in bridges and building shall form part of the specifications for the above work.
- 24.2 The IS 456-2000 code of practice for the structural use of reinforced concrete in building shall form part of all RCC items as additional specifications and this code and standard practice in reinforced concrete construction involved by the adoption of this code shall be followed.

25.0 SPECIFICATIONS FOR CONCRETE WORKS:

- 225.1 (a) These specifications shall be read in conjunction with any other specifications for concreting work given elsewhere in tender document.
- (b) Clear Cover will be provided as per drawings & specifications or as directed by the Engineer –in-charge.

26.0 AGGREGATES FOR CONCRETING:

26.1 COARSE AGGREGATES: Coarse aggregates shall be crushed gravel/ crushed quarry rock and shall conform to requirements of IS: 383/IS: 456 & IS: 1343.

All coarse aggregate material shall be chemically inert, strong, hard, of limited porosity and free from adhering coatings, clay and corrosion of the reinforcement so as not to affect the strength and durability of the concrete.

26.2 FINE AGGREGATE: Fine aggregate shall be washed coarse sand of approved quality and grading conforming to IS: 383, IS: 456 & IS: 1343 standards. It shall be free from impurities and deleterious substances.

The decision of Engineer-in-charge shall be final regarding approval of the coarse and fine aggregate for the construction work. The contractor shall be required to carry out washing and re-stacking of aggregates as directed by Engineer In-charge and the cost of the same deemed to be included in the quoted rates.

26.3 STORAGE OF AGGREGATES: Aggregates shall be delivered at site and stored in separate sizes as ordered by the Engineer-in-charge. The Engineer-in-charge shall decide and direct the contractor to bring, stack and store aggregates in different sizes as he deems necessary for the proper quality control. Aggregates shall be stored or stock piled in such a manner that various sizes will not become intermixed before proportioning. These shall be stored, stock piled and handled in such a manner that will prevent contamination by foreign deleterious material. In the case of fine aggregates they shall be deposited at the Mixing site for not less than 8 hours before use and should be got tested and approved by the Engineer.

26.4 WATER: Clause 5.4 of IS: 456-2000 shall be applicable in place of clause 4.3 of IRS Concrete Bridge Code. However, in case of pre-stressed concrete work the permissible limit of solids must satisfy the following:

Permissible Limit.

	(Max.)
Organic	200mg/ lit.
Inorganic	3000mg/lit.
Sulphates (SO4)	500mg/lit.
Chlorides.	250mg/lit.
Suspended matter.	2000mg/lit.

The PH value should not be less than 6.

26.5 STORAGE OF CEMENT: Cement shall be stored above the ground level in perfectly dry and watertight sheds and shall be stacked not more than eight bags in height. Wherever Bulk storage containers are used, their capacity should be sufficient to cater to the requirements at site and should be cleaned at least once in every 3 to 4 months.

27.0 ADMIXTURES FOR CONCRETE

27.1 No Admixtures shall in general be allowed. Railways may however, permit or direct admixtures for specific purpose for which specifications will be drawn and approved in advance. Nothing extra shall be payable for the admixtures and the cost of the same shall be deemed to have been catered for in accepted item rates. To improve the workability of concrete and cement grout admixtures conforming to IS: 6925 and IS 9103 maybe permitted as directed by Engineer-in-charge subject to satisfactory proven use. The decision of Engineer in-charge shall be final in this case. Admixtures generating hydrogen, nitrogen or containing chlorides shall not be used.

28.0 MANUFACTURE, PLACEMENT & CURING OF CONCRETE:

28.1 Manufacture:

28.1.1 Mixing of concrete shall conform to requirements in clause 10.3 of I.S :456: 2000. Mixing for concrete for controlled concrete and pre-stressed concrete work shall be done, unless otherwise agreed by Engineer-in-charge by batch type mixer, which shall comply with IS: 1791 or other such type as the Engineer-In-charge may approve.

28.1.2 Batch mixers will be tested for their performance in accordance with IS: 4634 or such other testes as the Engineer-in-charge may require.

28.1.3 Mixers, which have been out of use for more than 30 minutes, shall be thoroughly cleaned before putting in a new batch. Unless otherwise agreed to by the Engineer. The first batch of concrete from the mixer shall contain only two thirds of the normal quantity of coarse aggregate. Mixing plant shall be thoroughly cleaned before changing from one type of cement to another.

28.1.4 Concrete shall not be mixed when the air temperature in the shade is below 3 degree (Celsius 93.8 degree F) unless special precautions are taken which have been approved by the Engineer.

During the hot weather the contractor shall ensure that the constituent materials are sufficiently cool to prevent the concrete from stiffening in the interval between its discharge from the mixer and its final deposition.

28.1.5 Concrete shall be mixed for not less than 120 seconds and nor more than 5 minutes from the time all constituents have been introduced into the mixer and till all materials are uniformly mixed.

29.0 COMPACTION OF CONCRETE

29.1 All concrete members shall be compacted by vibration. Generally internal vibrators shall be used on all sections that are sufficiently large to admit them.

29.1. Vibrator shall have operating frequency of at least 3600 impulses per minute. Higher frequencies up to twice the minimum are preferred.

29.2 The following techniques shall be followed for vibration:-

- i) Vibrators shall be so distributed so that the concrete becomes uniformly dense and plastic mass.
- ii) Vibrators shall be used for compaction only, not for moving concrete horizontally along the form.
- iii) For horizontal and vertical operations of form vibrators, the spacing of points of vibration shall be such that the zones of influence overlap.
- iv) For concrete deposited in one layer the vibrators shall be inserted vertically and allowed to sink due to its own weight to the bottom of the layer and be slowly withdrawn. For concrete deposited in more than one layers, the vibrator shall penetrate the surface of the previous layer. Compaction shall be according to clause 13.3 of IS: 456-2000.

30.0 CURING

All concrete work in cement mortar/plaster pointing etc. shall be continuously cured for the prescribed period as per directions of the Engineer-in-charge , curing shall be done by covering the newly laid concrete with gunny bags and keeping them wet continuously. If it is found that the contractor is not properly observing these instructions, the Engineer may undertake the curing through another agency/ labour without any notice to the contractor at the cost of the contractor. The cost incurred along with incidental charges of 2% and along with supervision charges 12.5% of the total cost will be debited to the contractor. Intimation of the employment of another agency, for curing will be given to the contractor as soon as possible. This intimation in writing to the contractor under the hand of the Engineer-in-charge of the work shall be conclusive evidence of the employment.

31.0 CONTRACTOR'S SUPERVISION:

31.1 The contractor shall be required to employ qualified technical person together with necessary supervising staff; during providing tube wells and construction of pump houses, The contractor or his authorized representative, approved in writing by Engineer shall be available at all times for supervision of the work & receiving directions, written communications signing site records on behalf of the contractor,. The contractor shall not change any of his supervisory staff employed on the work unless approved by Engineer in-charge of work.

32.0 PROTECTION AND STEPS TO BE TAKEN IN ORDER TO AVOID. DANGERS TO RAILWAY INSTALLATIONS.

- a) At such of the locations where contractor/s road vehicle are permitted to ply adjacent to the running lines and yard, an experienced Track man shall be deputed as flagman at the cost of the contractor to prevent accidents. This factor should be borne in mind by the contractor/s while formulating the rates.
- b) The contractor shall take all precautionary measures in order to ensure protection of his own personnel moving about or working in the railway premises and shall have to conform to the rules and regulations of North Central Railway. If any unforeseen accident or injury happens while on working, the contractor shall be solely responsible for the same.
- c) The Contractors shall see that no change is caused to Railway signalling and transmission wire, stations, installation, communication lines, electric devices, trains of any kind, fencing, as well as any rolling stock and in general to all railway installation and equipment in case of any damage is caused to these due to the fault of the contractor on the part of any one on his behalf all repairs there required will be carried out by the railway at the entire cost of the contractor and amount of expenses thus incurred will be recovered from the payment due to him.
- d) The contractor shall be responsible for safe custody of tools and for the safety of his labour. He should ensure that labour no work removes their tools after the day work,. The contractor should ensure that the tools are deposited in proper place before the labour proceeds for their homes. Tool issued should not be allowed to fall in and unwanted hand who can tamper with the railway track.
- e) The contractor shall employ one suitable Engineer/supervisor to supervise the work at site and ensure safety. Though all work relating to the safety work shall be executed under railway supervisor and presence of qualified supervisor.

- f) Assistant. Officer/Senior Scale Officer shall issue competency certificate after checking license and their working to all drivers of nominated vehicles / machinery. Inspector at site shall ensure that the driver who does not possess the competency certificate will not work at site.
- g) Machine/vehicle shall ply 6 m clear of track and movement/work at less than 6 mm and up to 3.5 m of clear track centre, shall be done in the presence of the railway employee authorized by the Engineer in charge. The railway employee so deputed shall ensure safety of the track, with banner flag, hand signal lamps and detonators.
- h) If vehicle/machinery/materials are to come within 3.5 m of existing track, work must be done under the presence of an inspector authorized to do safety works, A caution order shall be issued and track will be protected with the banner flag, hand signal lamps and detonators.
- i) Normally, night working shall be avoided. A night working shall be permitted by AEN/SEN in writing, One inspector shall be specifically deputed to supervise the night working. The site/area where night working is to be done shall be adequately fit. Nothing extra shall be paid for this.

33.0 PENALTIES DUE TO UNSAFE WORK.

- a) In the event of accident at the work site, a departmental enquiry shall be held and in case it is established that the accident has occurred on account of contractor's negligence or the negligence of his men, penalties up to an upper limit of 10% of the total cost of the work shall be imposed on the contractor.
- b) Railway administration reserves the right to terminate the contract with immediate effect if the contractor is found responsible for causing an accident without giving and further notice/notices to the contractor. In the event of contractor not completing the work or leaving it unsafe at the end of days work so they may serve speed restrictions if required to be imposed, track shall be attended to by the railway immediately at the contractor's cost without any further notice.

34.0 Labour:

- 34.1 The principal Contractor/s will be held responsible for the compliance with provision of Wages Act 1936 and Rules framed there under even in respect of labour employed in his/their sub contractor in the execution of the work contracted by him/them.

- 34.2 The contractor/s shall carry out the provision of any regulation that may be enforced in the area in which work is to be done prohibiting the recruitment of local labour.
- 34.3 The contractor/s shall obtain license from the appropriate licensing officer of the area before commencement of the work and shall produce a copy there of along with the original to the Dy. CE/IRPMU to start the work.
- 34.4 In any case in which by virtue of relevant sections of the Contract Labour (Regulation and Abolition) Act 1970, the Railway is obliged to provide amenities and or pay wages to labour employed by the contractor or through petty contractor or sub contractor/s under this contract, then the contractor shall indemnify the Railway fully and Railway shall be entitled to recover from the contractor the expenditure incurred on providing the said amenities and or wages so paid by deducting it from the security deposit or from any sum due to the contractor (from the Railway) provided that if any dispute arises as to the expenditure incurred by the Railway or provisions of the said amenities, the decision of the Engineer shall be final and binding.
- 34.5 The Contractor/s shall provide Rest Shelters, Latrines and Urinals, Washing facilities, First aid and Medical facilities strictly in accordance with the provision of relevant sections of Contractor Labour Central Rules-1989. If the contractor does not provide these facilities, within the stipulated periods, the Railway will provide these and the cost of the same will be recovered from the contractor/s.
- 34.6 The Railway will not take responsibility or make arrangements for Supply of Food Stuff to the contractor/s his/their staff or labourers.
- 34.7 The contractor shall make his/their own arrangement at his/their own cost for supply of water to his/their staff and labour and the Railway under take no responsibility for supply of water to the contractor/s his/their staff or labour or for the work.
- 34.8 The contractor shall take all precautionary measures in order to ensure protection of their own personal moving about or working on the Railway premises and shall have to conform to the **Rules and Regulation of the North Central Railway**. If unforeseen accident or injury happens while on working the contractor shall be solely responsible for the same.
- 34.9 The contractor/s shall keep/maintain necessary Register/Record, issued employment Cards & service certificates to be displayed on the board in accordance with the relevant section of the **Labour Contract Act Rules-1971**.

35.0 PRICE VARIATION

APPLICABLE ONLY FOR TENDERS VALUEING MORE THAN RS. ONE CRORE:

(A) PRICE VARIATION:

1. The rates quoted by tenderers and accepted by Railway Administration shall hold good till the completion of the work and no additional individual claim will be admissible on account of fluctuation 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 in para below.
2. No cognisance will be given for any sort of fluctuations in taxes and other market conditions etc. for any individual item for the purpose of making adjustments in payments. The contract shall, however be governed by the general price variation clause as under.
3. Adjustment for variation in prices of material, labour, fuel, explosives, detonators shall be determined in the manner prescribed below :

The percentage component of various items in a contract on which variation in prices shall be admissible shall be:-

Sr. No.	Description	Earthwork	Ballast and quarry products	Tunnelling	Other Works
1.	Labour component (P)	50%	55%	45%	30%
2.	Fuel component (Z)	20%	15%	15%	15%
3.	Other material component (Q)	15%	15%	5 %	40%
4.	Explosive component (S)	-	-	15%	-
5.	Detonators component (T)	-	-	5 %	-
6.	Fixed component (F)	15%	15 %	15%	15%
	TOTAL :-	100%	100%	100%	100%

Note: Fixed component will not be considered for any price variation.

4. The amount of variation in prices in the several components (labour, material etc.) shall be worked out by the following formula:-

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

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

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

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

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

L - Amount of price variation in labour.

M - Amount of price variation in materials.

U - Amount of price variation in fuel.

X - Amount of price variation in explosive.

N - Amount of price variation in detonators.

R - 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 consultant engaged by the contractors (such payment will be indicated in the contractor's offer).

Io - Consumer price Index Number for Industrial Workers - All India - Published in R.B.I. Bulletin for the base period.

I - Consumer price Index Number for Industrial Workers. - All India - Published in R.B.I. Bulletin for the average price Index of 3 months of the quarter under consideration.

Wo - Index Number of wholesale prices By groups and Sub-Groups - All commodities - as published in the R. B.I. Bulletin for the base period.

- W - Index Number of wholesale prices By groups and Sub-Groups-All commodities as published in the R. B. I. Bulletin of the average price index of 3 months of the quarter under consideration.
- Fo - Index Number of wholesale prices By Groups and sub-Groups - for Fuel, Power, Light and lubricants as published in the R.B.I. Bulletin for base period.
- F - Index Number of wholesale prices By Groups for fuel, power, light and lubricants as published in R.B.I. Bulletin for the average price Index of 3 months of the quarter under consideration.
- Eo - 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 - 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 average price index of 3 months of the quarter under consideration.
- Do - Cost of detonators as fixed by DGS&D in the relevant rate contract of the firm from whom purchases of detonators are made by the contractor for the base period.
- D - 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 3 months of the quarter under consideration.
- P - % of labour component.
- Q - % of material component
- Z - % of Fuel component.
- S - % of explosives component.
- T - % of detonators component.

NOTE: The index number for the base period will be the index number as obtained for the month of opening of the tender and the quarters will commence from the month following the month of opening of tender.

If the rates quoted in the Negotiated tender are accepted, the base month for the 'Price Variation Clause' will be the month in which Negotiations are held.

5. The adjustment for variation in prices if required shall be made once every quarter in the on account payments. If more than one on-account payment is made to the contractor in a quarter the adjustment, if required, shall be made in each bill.
6. **Price variation during extended period of contract:**

The price adjustment as worked out above i.e. either in crease or decrease will be applicable up to the stipulated date of completion of the work including the extended period of completion where such extension has been granted under Clause 17(1), 17(2) & 17(3) of the General Conditions of Contract. However, where extensions of time has been granted due to contractor's failure under Clause 17(4) of the General Conditions of Contract. Price adjustment will be done as follows:-

- (a) In case the indices increase above the indices applicable to the last month or original completion period or the extended period under Clause 17(1), 17(2) or 17(3) the price adjustment of the period of extension granted under Clause 17(4) will be limited to the amount payable as per the indices applicable to the last month of the original completion period of the extended period under Clause 17(1), 17(2) or 17(3) of General Conditions of Contract, as the case may be.
- (b) In case the indices fall below the indices applicable to the last month of the original/extended period of completion under Clause 17(1), 17(2) or 17(3), as the case may be then the lower indices will be adopted for price adjustment for the period of extension under Clause 17 (4) of the General Conditions of Contract.

7. **Applicability and ceiling limit for Price Variation shall be as follows:**

- (a) Price Variation Clause (PVC) shall be applicable for tenders of value more than Rs. One crore irrespective of the contract completion period and PVC shall not be applicable to tenders of value less than Rs one crore.

NOTE:

- (1) Materials supplied free by the Railway to the contractors will not form part of the value of the contract entered into and will fall outside the purview of the price variation clause.

- (2) Duration of the contract shall be prescribed in the tender documents at the time of inviting tenders and will not include the extended period due to extension, if any, given".

36.0 MACHINERY AND PLANT:

36.1 The contractor will be entirely responsible to arrange all necessary machinery, i.e rig machine, concrete mixers, vibrators, compressors, pumps, pneumatic equipment's, dredges, derricks, cranes, service girders, staging, motor-vehicle, trailer tools and plants their spare parts required for sufficient and methodical execution of work and transport them to the site of work. Delay in procurement of such items due to their non-availability on account of import difficulties or any other cause whatsoever, will not be taken as excuse for slow or non-performance of the work, Safety of plants and machinery will be the responsibility of the contractor and for any loss due to any cause or wash away in flood, or otherwise, no claim will be entertained on this account whatsoever.

36.2 The Railway may give on hire to the contractor any plan or equipment, if available, But it will not entertain any claim due to the railway's failure to do nor can be Railway inability to supply such plant taken as an excuse for slow progress or non-performance of the work.

36.3 If, the Railway loans any plant to the contractor on hire, charge will be levied, as detailed below and separate agreement will have to be entered into before the plant is issued.

- a) The cost of the plant for the purpose of calculating the hire charges shall be its book value plus freight charges and all other incidental charges to which supervision charges at the rate of 12-1/2% of total cost will be added.
- b) The charges per annum will be calculated at the following rates on the cost of plant as per (A) above.
 - (i) Ordinary repair and maintenance charge 5%.
 - (ii) Interest on the capital cost at the ruling rate, dividend payable by the Railway to the General Revenue.
 - (iii) Special repairs and maintenance charges @ 10%.
 - (iv) Depreciation charges at the following rates.

Light Plant-15% per annum.

Heavy plant-10%per annum

Special Plant - 6% per annum.

The classification of the plants shall be as per para 3502 of India Railway Way and works manual.

An additional 10 % on the total (i) to (iv) above to meet contingencies.

36.4 The hire charges per day shall be arrived at by dividing the annual hire charges vide (A) & (B) above by 250 which shall be assumed number of working days in a year for this purpose. These hire charges will be payable from the day the plant is handed over till it is returned by the firm/contractor to the Railway Administration. However, during this period if the plant remains out of order for reasons beyond the control of the hirers or is sent for periodical overhaul, such periods shall not be counted for levy of hire charges Provided the Engineer gives a certificate to that effect. In case of any difference of opinion between the Engineer and the contractor the decision of the Dy Chief Engineer/IRPMU will be final and binding.

37.0 TECHNICAL SUPERVISION OF THE WORK :-

- i) At least one graduate engineer when the cost of the work to be executed is Rs.15 Lacs and above.
- ii) At least one qualified diploma holder when the cost of the work to be executed is more than Rs. 5 Lakhs, but less than Rs.15 Lakhs. Technical staff should be available at site whenever required by the Engineer-in-charge to take instructions. In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay a reasonable amount to the Railways not exceeding a sum of Rs.2000/- (Rupees Two Thousand only) for each month of default in case of graduate engineer and Rs.1000/- (Rupees One Thousand only) for each month default in case of diploma holder. The decision of the Engineer-in-charge as to the period for which required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted from the contractor, shall be final & binding on the contractor.

38.0. INSPECTION REGISTERS AND RECORDS

The contractor shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer shall have access to this information at all times. Records of tests made shall be handed over to the Engineer's representative after carrying out the tests. The following registers will be maintained at site, by the Railway's representative.

1) **Site Order Book.** -

Day to day instructions for safe, smooth & qualitative & work execution are being issued by railway officers and contractor or his

authorized representative is receiving & reporting the compliance to the instructions promptly.

2) **Cement Register** -

Verify & ensure that it contains the details of type, grade & brand of cement as provided in contract & as approved by engineer viz. Sr. DEN/DEN/Dy. CE and receipt of cement is having reference to vouchers, test report date/week/year of manufacture. Verify it is maintained to accord daily receipt and issue of the cement duly indicating the quantity of work executed, actually and theoretical consumption and Ground Balance as per ledger, store and at site if any. The inspecting field offices are exercising check on record and test report & Samples at site during inspection.

3) **Steel Register:** -

Verify & ensure that it contains the details of type, grade & brand (if any) of steel as provided in contract & as approved by engineer viz Sr.DEN/DEN/Dy.CE and receipt of cement is having reference to vouchers, test report, engrave mark on steel etc. Verify the daily receipt and issue of steel and details of reinforcement record are as per Bar Bending schedule approved by engineer viz Sr. DEN/DEN/Dy.CE. The field inspecting officers are exercising check on records, test report & Samples at site.

4) **Labour Register & Labour Licence:**

Verify whether the labour registers recording daily category wise labours artisans etc. deployed at site are being maintained and are compatible to approved work programme/activity and the contractor possess the valid license as per extent instruction.

5) **Log Book of events:** -

Verify the register recording the daily event of work activity being executed is maintained.

6) **Material Passing Register:** -

Verify & ensure that materials have been passed by engineer & approved samples are available at site & further testing is being carried out at prescribed frequency for bricks, coarse & fine aggregates, sand, water, cement, steel, wood, door & windows &

fittings, flooring, tiles, water supply & sanitary pipes & fittings etc, track ballast etc.

Details of vouchers in support of materials supplied/procured for works are properly sequence available and verified & indexed with relevant test reports.

Audit of the test certificates of materials used, test reports be carried out. Sample test check testing of materials being used in addition to the availability of test report should be checked.

7) **Sampling and Testing / Cube Test Register -**

Verify whether the cube test register is being maintained including details of work executed & cube specimen are being taken & tested and statistical control data's are as per specification & acceptable.

8) **Approved work Programme: –**

Verify whether the agreed work programme approved by engineer is available and being adhered to.

A PERT CHART hard copy in A-2 size must be available at site which should be same as submitted at the time of bid document

9) **Inspection Register: –**

The records of inspecting officers are maintained and instructions issued by them have been noted & compliance reported by railway representative & contractor or his authorized representative.

10) **Engineer Drawing Register: –**

Verify whether the register recording the receipt & issue of Engineering Drawings approved by competent authority is being maintained & approved drawings for execution are available at site is good working condition.

11) **Temporary Arrangement Drawing:–**

Verify & ensure that Temporary Arrangement Drawings, Formwork, False work, Staging, Centring & Shuttering etc drawings approved by engineer viz Sr. DEN/ DEN/Dy.CE. Are available at site & adhered to for execution.

12) **Bar Bending Schedule:–**

Verify the Bar Bending Schedule according details of reinforcement steel, authorized overlaps etc. as approved by engineer viz Sr. DEN/ DEN/Dy.CE is available at site and being adhered to.

13) **Technical Register: –**

Giving Technical features/details of site and work & modifications.

14) **Hidden work Register :-**

Verify whether the hidden work register is being maintained including details of work executed quantity & quality and reference to measurement recorded & test checks in MBs etc.

15) **Obstruction Register: –**

Verify the register recording the daily event/activity which has affected obstruction to the work execution & work progress viz Break down of T&P. Lack of manpower resources manpower and/or materials, Nature effect rains/flood etc or any other unusual occurrence.

16) **Tools, Plant, Equipment & Machinery Register: –**

Verify the register recording the daily particulars of T&P Equipment & Machinery with the contractor is being maintained.

17) **Daily Progress Register: –**

Verify whether the Daily Progress Register is maintained indicating quantum of work executed and whether approved work programme is being adhered to.

18) **Safety Assurance Register: –**

Verify whether the Safety Assurance Register as per extant instruction is being maintained & safety procedure & rules are being adhered to.

19) **Other Registers & Records: –**

Other relevant records, registers pertaining to works and tests reports etc. as specified in contract specification and guide lines.

39.0 GENERAL

- 39.1 The contractor/s is required to complete the works within the specified period as provided in each Agreement/work order. Dy. Chief Engineer is empowered to grant extension to the specified period provided in the work order, failing within the financial limits of the powers during the currency of the contract, if considered the same as justified or with penalty as per General Condition of Contract 2005 Edition.
- 39.2 Every possible fluctuation in the market rates of labour, material & General conditions and other possibilities of such and every kind should be considered before quoting the rates and no claim due to any reasons whatsoever on this account will be entertained after wards sales tax or any other tax, levied or liveable by the central or sales tax or any other taxes of State Govt. or local bodies, shall be borne by the contractor which should also be kept in view before tendering, no such taxes on contractor's labour and materials will be paid by the Railway.
- 39.3 The contractor will be required to give no claim certificate at the time of signing the final bill/ thus no claim certificate furnished by the contractor constitute special agreement under which contractor admits and acknowledged that no money is due to him in connection with executing of the particular contract by him. The contractor cannot turn round and ask for any more payment even if post audit records show that he had been paid less, hence after no claim certificate is given, the contractor cannot even ask for arbitration.
- 39.4 The contractor shall have to co-ordinate his work with other department's i.e. electric installation Signal-interlocking work, which may be related to other contractors or done departmentally, No claim of any kind whatsoever shall be entertained if the execution of any such work being also done by the department/contractor is held up due to their interference or as a result of delay in any of these works.
- 39.5 The tender/s should note that any person such as Engineer of the Gazetted rank and other Gazetted Officer whether in execution or Administrative duties in the Engineering Department, if pension-able or non-pension-able are not allowed to work as contractor/employee within two years of his/their retirement without proper approval of the competent authority. If any one found working as contractor or as employees of the contractor without prior approval of the competent authority, shall be liable to be rejected/terminated for breach of the tender conditions.

- 39.6 The Railway shall not be responsible any loss damage to contractor's men, materials, equipment's and plants etc, from any cause whatsoever.
- 39.7 If any work (Whether temporary or permanent) or other material, the value of which has been included in on account bills is destroyed or damaged or has/have for any other reasons to be replaced or restored by contractor, the value of the work or other materials. Destroyed may be recovered at any time from the contractor as debit due, provided always that no omission to deduct any amount due to the contractor and no payment made by the Railway to the contractor after the aforesaid amount become due and recoverable shall on any way prejudice or effect the right of the Railway to make such deductions at any time or otherwise to recover the amount as debit due.
- 39.8 No claim for extra payment shall be entertained on account of interruption to work on Railway account what so ever.
- 39.9 The work will have to be done in close Co-operation with the other departments/Agencies, if any.
- 39.10 The rates for Non-Schedule items occurring during the course of execution shall be payable after approval of the competent authority whose decision shall be final and binding on the contractor/s.
- 39.11 The plan and sites are subject to alterations to suit the local conditions as requirement of the Railway and the contractors will have no claim on account of the change in plan and sites etc.
- 39.12 Any sum or sums of money due and payable to the contractor including the security deposits returnable to him under the contract may be with held or retained by way or lien by the Engineer against any claim of this or any other Railways or nay other departments of the Central Government in respect of payment of a sub of money arising out of or under any this or any other railway or any other department of the Central Government.
- 39.13 For the day execution of the work if any clarification required by the contractor have to be obtained from the Engineer/his representative, CPM/IRPMU/Dy. Chief Engineer/IRPMU/North Central Railway/New Delhi in writing and their decision shall be final and binding on contractor/s.

39.14 In case of any dispute regarding Interpretation of any of the above quoted clauses decision of the CPM/IRPMU/North Central Railway, New Delhi will be final and binding of the contractor.

**Dy. Chief Engineer/IRPMU
North Central Railway
Shivaji Bridge
New Delhi**
For & behalf of the President of India

I/ we agree to abide by the terms and conditions mentioned at Page 1 to 68 in all as well as General Conditions of Contract-1999, Standard Specifications for Materials and Works-1987 and the Standard Schedule of Rate 1996 of the Northern Railway to the extent the later three books are applicable.

Address:

Signature of the Tenderer/s

NORTH CENTRAL RAILWAY

SCHEDULE OF ITEMS, RATES AND QUANTITIES

No.IRPMU/W/2009/Strength. & Ren. of Towers/MGS-GZB/21

Dated 25/08/2009

1	Name of work	“Strengthening of old Towers, Repair/ Renovation of rooms/Boundary wall and construction of New 30 M tower at PATA Station in Allahabad Division”.
2	Approximate cost	Rs. 65.10 Lacs (Rs. Sixty five lacs ten thousand only)
3	Earnest money	Rs. 1.302 Lacs (Rs. One Lac Thirty thousand two hundred only)
4	Last date /Time of receipt of Tenders	10/03/2010 Up to 15.00 hrs
5	Period of completion	12 Months

Group ‘A’ (SOR ITEMS), Group ‘B’ to ‘D’ (N.S. ITEMS)

Sl. No	Description of Items	Total Cost as per the up dated rate calculated by the Railways.	Rates to be quoted by Tenderer in below/par/ above % of total cost calculated by the Railways in column 3.	
			In Figure	In Word
1	2	3	4	
1	All items of Group ‘A’ of North Central Railway, SOR-2006 (Civil Engg)	Rs.20,28,995.28		
2	All NS items of Group ‘B’ (Civil Engg)	Rs.16,14,300.00		
3	All NS items of Group ‘C’ (New Tower I)	Rs.9,91,518.00		
4	All NS items of Group ‘D’ (Civil Engg)	Rs.14,52,588.80		
5	All NS items of Group ‘E’ (Electrical Engg)	Rs.4,21,312.00		
	Total	Rs.65,08,714.08		
	Say	Rs. 65,08,714.00		

Signature of the Tenderer/s

Signature of the Tenderer/s

Tender Schedule

Name of work:	Strengthening of Old Towers & Repair/Renovation of Rooms / Boundary Walls and Construction of New Tower at PATA. Station at ALD Division.
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Group A (SOR Items Civil Engg.):							
S. No.	NCR SOR 2006	Description of Items	Qty.	Unit	Rate	Amount	Remarks
1	01607	Dressing slopes of banks or ground surfaces etc.	1150	M ²	5.945	6836.75	
2	02101	Cement concrete 1:3:6 in foundation with 40 mm graded stone aggregate with shuttering as required	15	M ³	1383.90	20758.50	
3	040201 (a)	Brick masonry II nd sort in foundation & plinth cement, mortar 1:4 etc.	2.5	M ³	1380.55	3451.375	
4	04202(a)	Brick masonry II nd sort in super structure in cement, mortar 1:4 etc.	5	M ²	1440.65	7203.25	
5	05202	Removing all types and thickness of existing plaster	450	M ²	8.00	3600.00	
6	05205(b)	Plastering overall types of surface like concrete masonry with cement, mortar 1.4 etc.	350	M ²	49.10	17185.00	
7	05212	Rough cast plastering over brick or stone masonry with cement mortar 1:2 for base coat 15 mm thick	100	M ²	79.00	7900.00	
8	05215	Fixing sharp glass pieces in cement mortar 1:4, 25 mm thick	20	M ²	54.50	1090.00	
9	06102(b)	Laying AC sheet 5 to 6 mm thick corrugated complete	20	M ²	165.80	3316.00	
10	07303(a)	Cement concrete floor 100 mm thick with 20 mm stone aggregate in 1:2:4 etc.	11	M ²	193.65	2130.15	
11	07404	Providing, laying and polishing marble mosaic chequered tiles in neutral grey colour	75	M ²	270.35	20276.25	
12	08201(a)	Providing, making and fixing doors, windows and ventilators frames using country teak	0.15	M ³	36205.20	5430.78	
13	08202	Providing, fabricating and fixing M.S Plates and bars including screws/bolts and fixing in windows	25	Kg	35.4	885.00	
14	08302	Providing first class teak wood panels inserts in previously prepared shutter frames etc. 12 mm thick	4	M ²	665.2	2660.80	

15	08305(a)	Providing, making and fixing shutters frames for panelled or glazed country teak wood	0.15	M ³	40965.7	6144.85	
16	08306(b)	Providing and fixing wooden flush door shutters 35 mm thick etc. complete	2	M ²	810.50	1621.00	
17	08412	Providing 40 X 5 mm plate iron hold fast 40 cm long complete	36	Each	38.15	1373.40	
18	08413	Providing and fixing 18 mm thick 150 mm wide pelmet complete	9	M	103.15	928.35	
19	08414(b)	Providing and fixing certain rods 20 mm dia complete	7.5	M	156.80	1176.00	
20	08506(b)	Providing, cutting and fixing sheet glass panes with patty frosted glass 4 mm thick	3	M ²	251.40	754.20	
21	08511(a)	Extra for fixing the glass panes with suitable size of beads using CT wood beads in place of putty	3	M ²	38.90	116.70	
22	09103	Applying primary coat of approved quality to new wood work complete	35	M ²	6.615	231.525	
23	09104(b)	Painting wood work with ready mixed paint of approved standard quality and shade etc. two or more coats to give an even shade for new work	35	M ²	13.00	455.00	
24	10202	Applying cement/wash on old/new surface to give a uniform & even shade	350	M ²	1.19	416.50	
25	10203 (b)	Applying water proof cement paint (snocem) of approved brand two or more coats	350	M ²	9.48	3318.00	
26	10303 (a)	Applying approved primer before distemping cement primer	110	M ²	4.795	527.45	
27	10306 (b)	Applying oil bound washable distemper of approved quality two or more coats	110	M ²	10.855	1194.05	
28	19102	Dismantling cement concretes	1.3	M ³	267.65	347.945	
29	18110(8)	Leading of steel scrap by trucks (a) Up to 50 km Above 50 km per km up to 300 km	30 30	MT MT	187.57 1.86	5627.10 16740.00	
Group 'A' Total of all except chapter -2 at SN. 2						122937.43	Vide LAR No. 74-W/ 8034/Bills Dated----- --at SN.
Add. 70 % Above						86056.20	
Total						208993.63	
Group 'A' Chapter 2 only						20758.50	
Add. 115 % Above						23872.28	
Total						44630.78	
Grand Total of Group 'A' For One Tower						253624.41	
Net Total of Group 'A' For Eight Tower						2028995.28	

Group B (NS Items Civil Engg.)

S. No.	NS Items	Description of Items	Qty.	Unit	Rate	Amount	Remarks
30	NS1	Tightening of nuts and bolts of microwave tower self supported type					B/Offer at SN.
(i)		95 Mtrs (MZP)	95	Mtrs	332	31540	
(ii)		85 Mtrs (Sujatpur)	85	Mtrs	332	28220	
(iii)		85 Mtrs (Rrasulabad0	85	Mtrs	332	28220	
(iv)		75 Mtrs (BKO)	75	Mtrs	332	24900	
(v)		70 Mtrs (KAA)	70	Mtrs	332	23240	
(vi)		70 Mtrs (HRS)	70	Mtrs	332	23240	
(vii)		70 Mtrs (ETW)	70	Mtrs	332	23240	
31	NS2	Dismantling of Electrical reflective antenna (of size 2.4 M X 3.6 M and 200 KG weight) along with antenna mounting from the top of tower					
(i)		95 Mtrs (MZP)	2	Nos.	15000	30000	
(ii)		85 Mtrs (Sujatpur)	2	Nos.	15000	30000	
(iii)		85 Mtrs (Rasulabad0	2	Nos.	15000	30000	
(iv)		75 Mtrs (BKO)	2	Nos.	15000	30000	
(v)		70 Mtrs (KAA)	2	Nos.	15000	30000	
(vi)		70 Mtrs (HRS)	2	Nos.	15000	30000	
(vii)		70 Mtrs (ETW)	2	Nos.	15000	30000	
32	NS3	Dismantling of Girded parabolic square aperture antenna (1 Mtr dia, and 50 KG weight) along with antenna mounting and feeder cable from the top of tower					
(i)		95 Mtrs (MZP)	2	Nos.	14000	28000	
(ii)		85 Mtrs (Sujatpur)	2	Nos.	14000	28000	
(iii)		85 Mtrs (Rasulabad0	2	Nos.	14000	28000	
(iv)		70 Mtrs (KAA)	2	Nos.	14000	28000	
(v)		70 Mtrs (HRS)	2	Nos.	14000	28000	
(vi)		70 Mtrs (ETW)	2	Nos.	14000	28000	
33	NS4	Dismantling of Parabolic disc type hom antenna (of 1.8 and 50 KG weight) along with antenna mounting from separate tower of 3 Mtrs height					
(i)		3 Mtrs (MZP)	2	Nos.	14000	28000	
(ii)		3 Mtrs (Sujatpur)	2	Nos.	14000	28000	
(iii)		3 Mtrs (Rasulabad0	2	Nos.	14000	28000	
(iv)		3 Mtrs (BKO)	2	Nos.	14000	28000	
(v)		3 Mtrs (KAA)	2	Nos.	14000	28000	
(vi)		3 Mtrs (HRS)	2	Nos.	14000	28000	
(vii)		3 Mtrs (ETW)	2	Nos.	14000	28000	
34	NS5	Supply and provision of lightening arrester at the top of tower per RDSO standard					
(i)		85 Mtrs (Rasulabad)	1	Nos.	12000	12000	
35	NS6	Replacement of old worn-out aviation light cable and provision of LED type aviation light at the top of tower along with its mounting.					

(i)		95 Mtrs (MZP)	1	Nos.	18000	18000	
(ii)		85 Mtrs (Sujatpur)	1	Nos.	18000	18000	
(iii)		85 Mtrs (Rasulabad0)	1	Nos.	18000	18000	
(iv)		75 Mtrs (BKO)	1	Nos.	18000	18000	
(v)		70 Mtrs (KAA)	1	Nos.	18000	18000	
(vi)		70 Mtrs (HRS)	1	Nos.	18000	18000	
(vii)		70 Mtrs (ETW)	1	Nos.	18000	18000	
36	NS7	Scrapping entirely old from existing microwave tower applying one coat of each on perfectly cleaned surface with mixed zinc chromate red oxide, two coat of synthetic enameled, white and intemantional orang from standard manufacturer and approved by Engineer in charge (self supported tower).					
(i)		95 Mtrs (MZP)	95	Mtrs	774	73530	
(ii)		85 Mtrs (Sujatpur)	85	Mtrs	774	65790	
(iii)		85 Mtrs (Rasulabad0)	85	Mtrs	774	65790	
(iv)		75 Mtrs (BKO)	75	Mtrs	774	58050	
(v)		70 Mtrs (KAA)	70	Mtrs	774	54180	
(vi)		70 Mtrs (HRS)	70	Mtrs	774	54180	
(vii)		70 Mtrs (ETW)	70	Mtrs	774	54180	
37	NS8	Provision of tower earth as per RDSO design for each leg of the tower					
(i)		95 Mtrs (MZP)	4	Nos.	7000	28000	
(ii)		85 Mtrs (Sujatpur)	4	Nos.	7000	28000	
(iii)		85 Mtrs (Rasulabad0)	4	Nos.	7000	28000	
(iv)		75 Mtrs (BKO)	4	Nos.	7000	28000	
(v)		70 Mtrs (KAA)	4	Nos.	7000	28000	
(vi)		70 Mtrs (HRS)	4	Nos.	7000	28000	
(vii)		70 Mtrs (ETW)	4	Nos.	7000	28000	
38	NS9	Dismantling of old fallen down tower of Pata station self supported type of 70 Mtrs height	1	Nos.	98000	98000	
		Net Total For Group 'B'				1614300.00	

Group C: (NS Item – New Tower)							
S. No.	NS Items	Description of Items	Qty.	Unit	Rate	Amount	Remarks
39	NS10	Self supporting tower, fabrication, supply, erection and painting of hot dipped galvanized ground base self supporting towers including studs, ladders, vertical cables, trays (300 mm wide), Working Platforms, Antenna mounting fixtures/brackets, Hot Dip galvanized high strength friction grip nuts & bolts/fasteners of grade 5.6 including supply & installation of Aviation Obstruction lamp (Double Bulb), Twilight Photoswitch (for aviation and external lamp), required length of armour power cable (2X4 sq					LAR No. RPMU/ W/ 2006/ MTRC (PWL-MTJ) October/137 dated 26-06-2007 at SN.

		mm copper) for aviation warning light, External feeder support tray (300 mm wide), earthing material & provision of ring earthing system, lighting arrestor with all other accessories as required at site as per specification given in Annexure-A. Construction of tower and foundation shall be done as per the drawing supplied by Railways. This also includes site soil testing/investigation for verification of soil strength and construction of foundation and top seal of 1 meter height accordingly.					
		Towers 30 meter height (Approx wt 7.17 MT)	1	No.	901380	9,01,380.00	
		Total				901380.00	
		Add.10% price escalation				90138.00	
		Net Total for Group 'C'				9,91518.00	

Group D (NS Items Civil Engg):

S. No.	NS Items	Description of Items	Qty	Unit	Rate	Amount	Remarks
40	NS11	Providing, laying vitrified tiles approved manufacture KAJARA KERROGRESS (DOUBLE CHARGED) MARGO GRANIT BELL (CLASSQUE NATURE IMPERIALE) RAK (RIVIERS, IMPERIAL, GEM) NICO (PRIMA) brands having uniform colours through out the X-Section design & colour as approved by the Engineer In-charge laid on cement based high polymer modified quick set tiles adhesive, using 5 kg adhesive per sqm of tiles area in average 3 mm to 6 mm thickness. Laying to be done on existing floor skirting side boarding in desired pattern etc. vitrified tiles size 600 mm X 600 mm and 9.50 mm thick (tolerance +/- 0.2 mm on thickness complete)	33.00	M ²	1700	56,100.00	Vide LAR No. 128 W /263/694/2007 -08/ WE DT. 07-04-08 DEN/E/NDLS/ NR
41	NS12	Supplying, providing & fixing MS angles 50X50X6 mm on existing boundary wall by grouting cement concrete including cutting, welding and painting with all contractor's labour & materials complete	600	Kg	85.00	51,000.00	Vide LAR No. IRPMU/Fancing/Dy.CE/2007-08 Dated 09-04-2008 at SN.
42	NS13	Supplying, providing & fixing galvanized barbed wire glossary spaced on angles on boundary wall with all contractor's labour & materials complete	20	Bdls	1400.00	28,000.00	Vide LAR No. IRPMU/Fancing/Dy.CE/2007-08 Dated 09-04-2008 at SN.
43	NS14	Supplying, providing & fixing conalina	22	Bdls	1795.00	39490.00	Vide LAR No.

		wire 8/f in 2ft dia rolls over Y-Shaped angles fencing on boundary wall with all contractor's labour & materials complete					IRPMU/Fancing/Dy.CE/2007-08 Dated 09-04-2008 at SN.
		Total For Group 'D'				174590.00	
		Add.4% Price Escalation				6983.60	
		For One Tower Total of Group 'D'				181573.60	
		Net Total for Group 'D' (08 Towers)			181573.60 X 8 =	1452588.80	

Group 'E' (NS Items Electrical Works)

S. No.	NS Items	Description of Items	Qty	Unit	Rate	Amount	Remarks
44	NS15	PVC rigid plain conduit: Supply & erection of the following sizes of conduits of heavy duty conforming to IS-9537/Part-3 including all accessories in recess/surface as per Tech. Specification ISS/IE rules and site requirement.					Tender No. 30-Elect/68-T/2006-07/E-3 Dated. 10.11.06 plus 5% escalation p.a. at SN.
	a)	Size 25 mm dia. (OD-24.6 mm, ID-20-20.6 mm)	100	Mtr	35.00	3500.00	
		Note: On ceiling/location where provision of recess conduit is not possible then the conduit will be provided on surface as per site condition and as per instruction by site Engineer					
45	NS16	PVC insulated copper conductor cable 1100 volts: Supply & erection of single core multi stranded cable conforming to IS-694 (latest) in the existing PVC conduit as per tech. specification/IS/IE rules and site requirement of the following sizes.					Tender No. 30-Elect/68-T/2006-07/E-3 Dated 10.11.06 plus 5% escalation p.a. at SN.
	a)	1.5 sq. Mm	150	Mtr	11.50	1725	
	b)	2.5 sq. Mm	75	Mtr	15.50	1162.50	
	d)	6.0 sq. Mm	100	Mtr	30	3000.00	
		Note: The 1.5 sq. mm copper conductor wire shall be used for point wiring as well as earth wire. The wire shall be of green colour insulated.					
46	NS17	Piano type switches: Supply & erection of switches on existing board as per Tech. specification/IS/IE rules and site requirement of the following sizes.					Tender No. 30-Elect/68-T/2006-07/E-3 Dated 10.11.06 plus 5% escalation p.a. at SN.
	a)	5 AMPs. One Way	25	No.	13.00	325.00	
	b)	15 AMPs. One way	10	No.	33.00	330.00	
47	NS18	Piano type 3-pin socket: Supply & erection of socket with out let of the following sizes on the existing hylem sheet fixed on MS boxes including earthing of 3 rd pin with 1.5 sq mm copper single stranded PVC wire.					Tender No. 30-Elect/68-T/2006-07/E-3 Dated 10.11.06 plus 5% escalation p.a. at SN.

	a)	5 AMPs	10	No.	17.50	175.00	
	b)	5/15 AMPs	10	No.	33.00	330.00	
48	NS19	MS Boxes: Supply & erection of the following sizes boxes made out of 16 SWG MS sheet duly painted/coated with red oxide primer with egg white hylem sheet 3 mm thick. Hylem sheet shall be larger than MS boxes.					Tender No. 30-Elect/68-T/2006-07/E-3 dtd. 10.11.06 plus 5% escalation p.a. at SN.
	a)	300X200X100 mm	8	No.	128.00	1024.00	
		Note: The MS boxes shall be with earthing bolts and hylem sheet be fixed with 4 No. brass machine screws and washer etc.					
49	NS20	Sleek channel type luminaries T-5: Supply & erection of T-5 1X28W with CRCA MS epoxy powder coated reflecting housing and decorative end caps with tube. Cat ref. T5RSF28EB of make Crompton/Bajaj/Philips or similar	10	No.	1520.00	15200.00	Price list of M/s Crompton Greaves attached at SN.
50	NS21	Terminations: Making connection with twin core PVC insulated flexible copper conductor cable of size 14/0.0076" of 1200/1400 mm sweep AC ceiling fan with electronic regulator (on the installed MS box) with down rods complete as per technical specifications including earthing (Ceiling fan will be supplied by Railways).	4	No.	40.00	160.00	Tender No. 160-Elec/WC/Pt.-II/249/Electrification/ SKGH/KHRY/ Station dtd. 08.10.08 at SN.
51	NS22	300 mm dia. Sweep Exhaust Fan: Supply & erection complete on exhaust location.	1	No.	1349.00	1349.00	LOA No. Dy. CSTE/AGC/BPU/ 463 plus 5% rate escalation p.a.
52	NS23	MCB 10KA, 240/415VAC: Supply & erection of 'C' series MCB (conform to IS 8828: 1996, IEC 60898:2002) with 35 sq. mm cable terminals and with bi-connect terminal at both ends of following ratings:					Price list of M/s Legrand attached at SN.
	i)	10A/20A/32A SP	11	No.	184.00	2024.00	
	ii)	32A TPN	1	No.	1152.00	1152.00	
53	NS24	Double Pole 'D' Series 10KA, 240/41V MCB: Supply & erection (conforms to 8828:1996 IEC 6089:2002) MCBs suitable for high inrush current loads with DP MCB box of sheet steel, phosphatised, powder painted MCB DBs with bus bar neutral link, earth bar and din rail (conforms to IS13032, IS 8623, BS 5486) as per requirement of ratings. Make: Legrand					Price list of M/s Legrand attached (Cost of DP MCB+ Cost of MCB Box) = (562+ 349) = 911 at SN.

		or similar Cat No. 604967 & 607882.					
	(i)	32 AMP DP MCB with box	2	No.	911.00	1822.00	-do-
54	NS25	150W MH Luminaire: Supply & erection of single piece die cast aluminium housing, P.O.T. optics and toughened heat resistant glass cover including 150W MH lamps and connection and fixing on steel channels/truss etc. Make: Bajaj/Philips/Crompton or similar	2	No.	5320.00	10640.00	Price list of M/s Crompton Greaves attached at SN.
55	NS26	Earthing arrangement: Supply & erection of earth electrode of GI pipe 50 mm dia B-Class 4.5 meter long with flange including 6 SWG GI earth wire from earth pipe to connecting point on switch board to distribution board including masonry enclosure as per tech. specification. ISS/IE rules. A suitable CI/MS/RCC cover as approved by site engineer with locking arrangement shall be provided.	2	No.	1674.00	3348.00	Tender No. 30-Elect/81-T/R/2006-07/E-3 plus 5% rate escalation p.a. at SN.
56	NS27	Distribution Board: Supply & erection of DB containing 1X32AMPS/240V/415V, 50 Hz, 10KA, 12X10/20/32A SP TPN. Make: Legrand or Similar Cat No. 607750	1	No.	5397.00	5397.00	Price list of M/s Legrand attached at SN.
Group 'E' Total (in Rs.) for One Location						52663.50	
Net Total for Group 'E' (Eight Tower)			=		8 X 52664.00 = Rs. 4,21,312 /-		

Group 'A'	= Rs. 2028995.28
Group 'B'	= Rs. 1614300.00
Group 'C'	= Rs. 991518.00
Group 'D'	= Rs. 1452588.80
Group 'E'	= Rs. 421312.00
Grand Total	= Rs. 65,08,714.08

(A) **List of Towers (OLD)**

1. Mirzapur (MZP)
2. Sujat Pur
3. Rasulabad
4. Bindki Road
5. Kaurara
6. Hathras Junction
7. Etawah

(B) **New Towers (PTX) PATA**

Indian Railway Project Management Unit, Shivaji Bridge, New Delhi-110001.

E-Mail address: adm@irpmu.railnet.gov.in

Tel: + 91-11-234 1 2260/2341 3756

Fax : + 91-11-2341 2556

TENDER NOTICE

No.IRPMU/W/2009/Strength. & Ren. of Towers/MGS-GZB/28

Dated 27/01/2010

Chief Administrative Officer, Indian Railway Project Management Unit, New Delhi for and on behalf of the President of India invites sealed **Open Tender** from the competent and experienced contractors having sufficient experience in similar work as per following details :-

Name of work:	“Strengthening of old Towers, Repair/ Renovation of Rooms/Boundary Wall and construction of New 30M Tower at PATA Station in Allahabad Division”.
Approximate cost	Rs. 65.10 Lacs (Rs. Sixty five lacs ten thousand only)
Earnest Money	Rs. 1.302 Lacs (Rs. One Lac Thirty thousand two hundred only)
Price of Tender Documents (non refundable):	Rs. 5000/- (Rs. Five thousand only)
Forwarding Charges (If required by post / courier)	Rs. 500/- (Rs. Five hundred only)
Completion Period :	12 Months
Sale of Tender Documents	Upto 09/03/2010 during working days from 10.30 to 16.00 hrs
Last Date / Time of Tender receipts	10/03/2010 Up to 15.00 hrs
Tender Opening Date	10/03/2010 at 15.30 hrs(if due to any reason, this is a holiday, the opening of tender will be on next working day at same time)
Place of Opening	In the office of CAO/IRPMU, IRCOT Complex, Shivaji Bridge, New Delhi-01.
Validity of Offer	90 days from date of opening

The tender shall be rejected without earnest money.

The tender documents can be obtained from the office of Chief Administrative Officer (IRPMU), Shivaji Bridge, New Delhi-110001, on any working day up to 09/03/2010 from 10.30 to 16.00 hrs on production of Pay Order/Demand Draft from a

Nationalized/Scheduled Indian Bank drawn in favour of Dy.FA&CAO/IRPMU, New Delhi towards the cost of tender document shown above.

The payment to the contractor/vendor would be made through EFT/ECS.

Tender document can also be purchased through post / courier by sending Demand Draft / Pay Order for **Rs.5500/- (Rs. Five thousand five hundred only)** drawn in favour of Dy.FA&CAO/IRPMU, New Delhi. However IRPMU will not be responsible for any forwarding delay and Tender Documents can also be downloaded from Website **www.irpmu.railnet.gov.in.** and on **Govt. of India Portal website No. www.tenders.gov.in.**

Minimum Qualification Eligibility Criteria: A) Should have completed in the last three financial years (i.e. current year and three previous financial years) at least one similar single work for a minimum value of 35% of Advertised Tender Value of work
B) The total contract amount received during the last three years as per current ITCC / Audited Balance Sheet should be minimum of 150% of the Advertised Value of the work.

The similar nature of work means :-

Civil Engineering works as explained in Tender Documents.

Note: Tender Forms are non transferable.

(Harpal Singh)
Dy.Chief Engineer
For Chief Administrative Officer
Indian Railway Project Management Unit,
Shivaji Bridge, New Delhi-110001.

1. PCE/NR, CAO/NR & PCE & CAO/NCR , Allahabad for information.
2. CAO/IRPMU/NDLS
3. CPM, CSTE, FA&CAO/IRPMU/NDLS
4. Dy.FA&CAO/IRPMU & Dy.CSTE/IRPMU, ALJN, CNB, ALD, JHS & AGC.
5. Notice Board, IRPMU, Shivaji Bridge, New Delhi.
6. CSTE, CSTE/C, NCR/ALD.
7. CPRO/NCR/ALD for advertisement in Allahabad

भारतीय रेल परियोजना प्रबन्धन इकाई
शिवाजी ब्रिज, नई दिल्ली-110001.

ई-मेल पता : adm@irpmu.railnet.gov.in

Tel: + 91-11-234 1 2260/2341 3756

Fax : + 91-11-2341 2556

निविदा सूचना

निविदा सं.आई.आर.पी.एम.यू./डब्ल्यू/2009/टॉवरों का जीर्णोद्धार एवं मजबूती / मुगलसराय-गाजियाबाद/28
दिनांक 27/01/2010.

भारत के राष्ट्रपति की ओर से मुख्य प्रशासनिक अधिकारी, आई.आर.पी.एम.यू./नई दिल्ली, सिंगल पैकेट सिस्टम द्वारा कार्यो में स्थापित, सक्षम एवं अनुभवी ठेकेदारों से निम्न कार्य हेतु निर्धारित प्रोफार्मा पर मुहर बन्द खुली निविदायें आमंत्रित करते हैं।

कार्य का नाम	इलाहाबाद मण्डल में पुराने टावरों का सुधार, कमरों और बाउंडरी वाल की मरम्मत और एक 30 मीटर के नये टावर का पाटा में निर्माण ।
लगभग मूल्य	रु. 65.10.00 लाख (रुपये पैसठ लाख 10 हजार केवल)
धरोहर राशि	रु. 1.302 लाख (रुपये एक लाख तीस हजार दो सौ केवल)
निविदा दस्तावेजों का मूल्य नॉन रिफंडेबल	रु. 5000/- (रुपये पांच हजार केवल)
डाक द्वारा मंगवाने का अतिरिक्त मूल्य	रु. 500/- (रुपये पांच सौ केवल)
कार्य पूरा करने की अवधि	12 माह
निविदा दस्तावेजों के बिक्री की तारीख	दिनांक 09/03/2010 तक 10.30 बजे से 16.00 बजे के बीच ।
निविदा जमा करने की अन्तिम तारीख एवं समय	दिनांक 10/03/2010 को 15.00 बजे तक ।
निविदा खुलने की तारीख एवं समय	दिनांक 10/03/2010 को 15.30 बजे (यदि किसी कारणवश उस दिन छुट्टी होती है तो अगले दिन कार्य दिवस में उसी समय निविदा खोली जायेगी)
निविदा खुलने का स्थान	मुख्य प्रशासनिक अधिकारी, आई.आर.पी.एम.यू./नई दिल्ली, इरकाट कम्प्लैक्स, शिवाजी ब्रिज, नई दिल्ली-110001 के कार्यालय में खोली जाएगी ।
ऑफर की वैधता	90 दिन (निविदा खुलने की तारीख से)

बिना धरोहर राशि के निविदायें निरस्त कर दी जायेंगी ।

निविदा प्रपत्र मुख्य प्रशासनिक अधिकारी, आई.आर.पी.एम.यू., शिवाजी ब्रिज, नई दिल्ली-110001 के कार्यालय से किसी भी कार्य दिवस में दिनांक 09/03/2010 तक 10.30 बजे से 16.00 बजे के बीच निविदा दस्तावेजों के मूल्य का डिमांड ड्राफ्ट / पे आर्डर जोकि राष्ट्रीयकृत एवं पंजीकृत भारतीय बैंक का हो

एवं उप वित्त सलाहकार एवं मुख्य लेखा अधिकारी, आई.आर.पी.एम.यू., इरकॉट परिसर, शिवाजी ब्रिज, नई दिल्ली के पक्ष में देय होगा, निविदा की कीमत के बतौर जैसा उपर दर्शाया है, प्राप्त की जा सकती है ।

ठेकेदार को भुगतान ई.एफ.टी/ई.सी.एस. के द्वारा किया जायेगा ।

निविदा प्रपत्र डाक एवं कोरियर के द्वारा भी रु.5500/- (रूपये पांच हजार पांच सौ केवल) का डिमांड ड्राफ्ट / पे आर्डर जोकि उप वित्त सलाहकार एवं मुख्य लेखा अधिकारी, आई.आर.पी.एम.यू., इरकॉट परिसर, शिवाजी ब्रिज, नई दिल्ली के पक्ष में देय हो, भेजे जाने पर भी प्राप्त किया जा सकता है । तदापि आई.आर.पी.एम.यू., किसी देरी के लिए उत्तरदायी नहीं होगा । निविदा प्रपत्र आई.आर.पी.एम.यू. के वेबसाइट www.irpmu.railnet.gov.in. तथा गवर्नमेंट ऑफ इंडिया पोरटल वेबसाइट सं. www.tenders.gov.in. से डाउन लोड किया जा सकता है ।

न्यूनतम योग्यता मानदंड :

(क) निविदा दाता ने तकनीकी अनुभव / सामर्थ के प्रमाण के तौर पर पिछले तीन वित्तीय वर्षों में (वर्तमान वित्तीय वर्ष एवं पिछले तीन वित्तीय वर्ष), विज्ञापित निविदा मूल्य का कम से कम 35% का एक समान रूप का / भवन निर्माण का कार्य किया हो ।

(ख) ठेकेदार ने उपयुक्त आर्थिक सामर्थ व संगठनात्मक श्रोतो के प्रमाण के तौर पर पिछले तीन वर्षों के दौरान प्रत्येक प्रकार के पूर्ण किये गये कार्यों / चालू कार्यों (केवल समान कार्यों तक सीमित नहीं) के लिए प्राप्त राशि विज्ञपति मूल्य के 150% से कम न हो ।

समान कार्य अर्थात् - सिविल इंजीनियरिंग का किया गया कार्य ।

निविदा की लागत और दस्तावेज अहस्तांतरणीय है ।

(हरपाल सिंह)
उप मुख्य अभियन्ता
भारतीय रेल परियोजना प्रबन्धन इकाई
नई दिल्ली
कृते भारत के राष्ट्रपति के लिए / की ओर से

- END OF DOCUMENTS -