

निविदा फार्म सं०
Tender Form No

निविदा सूचना संख्या ई /
Tender Notice No E /
T/PUB/2009/61 dtd. 30.11.09 Sl.No 02,

दक्षिण पूर्व रेलवे
SOUTH EASTERN RAILWAY

..... विभाग
Kharagpur DIVISION

इंजीनियरी विभाग
ENGINEERING DEPARTMENT

Name of work :- TRR(P)/(S) of the existing SH 52kg 72UTS / 60Kg 72UTS rail laid on PSC - 5/PSC - 6 sleepers with SH 52kg 90UTS/ new 52kg / 60kg 90UTS(LWR) rails for Up shunt, 1st loop & R. Line 1 & 2 at Santragachi yard, at Km.1.6 - 3.1 (Up) 5.9 – 6.2 & 6.6 - 6.9 (Up) inbet. HWH - SRC, 10 Km. at different link lines of ACC Link and Casual rail renewal of existing SH 52kg/90R/90LB rail with new 52kg 90UTS rails on common Loop line No.2 & 3 of BVA yard under the jurisdiction of Sr.DEN/East/KGP.

निविदा प्रपत्र
TENDER FORM
Approx. Value of the work : Rs.**43,48,813/-**

Cost of Tender Form. Rs. 3,000/-

Date of opening: 07.01.2010.

TENDER NOTICE

1. The Divl.Rly.Manager/Engg./S.E.Railway/KGP invites sealed open tender vide Tender Notice No. **T/PUB/2009/61 dtd.30.11.2009 SI. No.02** of DRM (Engg)/Kharagpur for OT for TRR(P)/(S) of the existing SH 52kg 72UTS / 60Kg 72UTS rail laid on PSC - 5/PSC - 6 sleepers with SH 52kg 90UTS/ new 52kg / 60kg 90UTS(LWR) rails for Up shunt,1st loop & R. Line 1& 2 at Santragachi yard, at Km.1.6 - 3.1 (Up) 5.9 – 6.2 & 6.6 - 6.9 (Up) inbet. HWH - SRC, 10 Km. at different link lines of ACC Link and Casual rail renewal of existing SH 52kg/90R/90LB rail with new 52kg 90UTS rails on common Loop line No.2 & 3 of BVA yard under the jurisdiction of Sr.DEN/East/KGP..

- | | <u>Date</u> | <u>Time</u> |
|--------------------------------------|---|---|
| a) Period of tender submission | : From 01.01.2010 to 07.01.2010 | upto 15.00 hrs. |
| b) Date and time of opening tenders: | On 07.01.2010 at 15.30 hrs or later. | |
| c) Period of tender collection | : From 06.12.2009 to 06.01.2010 | upto 18.00 hrs.
during office hours on working days. |
| d) Approximate value | : Rs. 43,48,813/- | |
| e) Completion time | : 06(Six) months from the date of issue of acceptance letter. | |
| f) Full earnest money | : Rs.86,976/- | |
| g) Cost of tender form | : Rs.3,000/- | |

2. The tender should be in the prescribed form obtainable from the office of the DRM(Engg)/S.E.Rly/Kharagpur, AEN-Balasore & AEN-Garden Reach on production of receipt of the said amount towards the cost of tender form for each set from the Divl.Cashier/Kharagpur or Chief Cashier/GRC or Chief Booking Clerk/Balasore.

Tenderers can also download the tender documents from the website *i.e.* " www.railwaykgp.com " ***(Rly's within S.E.Railway, Kharagpur) and*** " <http://www.ser-engg.in> " ***(Rly's within S.E.Railway, GRC) NIC website i.e. tenders.gov.in*** from 01.06.2009 and upto 18.00 hrs on 01.07.2009. This facility is available free of cost. However, as cost of tender form, the tenderer/s will have to deposit non refundable demand draft in favour of FA & CAO, Garden Reach, S.E.Railway or money receipt for requisite amount issued by Chief Cashier/GRC, Divl.Cashier/KGP or Chief Booking Clerks/BLS's for the said amount per set (Cost of tender form as mentioned) which will have to be attached with the tender form otherwise the tender form will be summarily rejected.

Railway administration will not be responsible for any delay/ difficulties/ inaccessibility of the downloading facility for any reason whatsoever. In case of any discrepancy between the tender documents downloaded from internet and the master copy available in the office of the DRM (Engg)/Kharagpur, the later shall prevail and will be binding on the tenderers. No claim on this account shall be entertained.

The tender form is not transferable.

In no circumstances will the amount paid for the tender form be refunded.

Without proper earnest money tender will be rejected.

Reference of Earnest Money- -----

Permanent Account No. (i.e. PAN) _____

Date.....

Signature of the Tenderer/s

महत्वपूर्ण

निविदाकारों के संदर्भ के लिये निविदा के साथ प्रस्तुत किये जाने वाले विवरण /दस्तावेज

1. बयाना रकम (विस्तृत निविदा सूचना में दर्शाये अनुसार)
2. मूल आयकर समाशोधन प्रमाण-पत्र या उसकी प्राधिकृत प्रति, यदि आपकी आय करादेय नहीं है, तो इस आशय का आयकर अधिकारी द्वारा प्रति हस्ताक्षरित शपथपत्र ।
3. भागीदारी करार पत्र यदि हो ।
4. द0पू0रेलवे के किसी अन्य मंडल में 'स्थायी धरोहर राशि " PEMD है तो आपकी स्वीकृत सूची में नाम दर्ज होने बाबत अधिकृत पत्र की प्रतिलिपि वित्तीय श्रेणी के साथ (याने ई, डी या सी आदि)
5. गिट्टी की आपूर्ति निविदा बाबत :- प्रति खदान 3 (तीन) सील किया गया पारदर्शी पात्र (जार) में गिट्टी के नमूने, तथा साथ में अलग से प्रति खदान अन्दाजन 40 किलो गिट्टी का नमूना एक बोरी मे (परीक्षण हेतु)
6. गिट्टी खदान की लिज के दस्तावेज ।
7. सक्षम प्राधिकारी द्वारा जारी कि गया ऋण शोध क्षमता प्रमाण साल्वेन्सी (सार्टिफिकेट)
8. किसी भी राष्ट्रीयकृत बैंक या अनुसूचित बैंक द्वारा जारी किया गया आर्थिक सुदृढ़ता (फायनान्शियल साउंडनेस) प्रमाणपत्र ।
9. खुली निविदा (ओपन टेंडर) के मामले में अनुलग्नक (अनेक्सर) ए (I) तथा ए (II) के तहत अपेक्षित क्रेडेन्शियल फार्म्स एवं संबंधित दस्तावेज (..... मंडल के अनुमोदित सूची मे नामदर्ज ठेकेदारों से जब तक विशेष रूप से कहा न जाए तब तक उन्हें यह आवश्यक नहीं हैं) ।

नोट :- उपरोक्त किसी एक या अधिक के अप्रस्तुति मे निविदा अमान्य हो सकती है ।

दक्षिण पूर्व रेलवे

उपबंध – II

पहली शीट

धन रसीद सं०

को विक्रय किया गया

पता

तारीख

सेक्शन

स्टेशन

जोन

निविदा फार्म
(अंतरणीय नहीं है)

रूप के लिए
निविदा फार्म सं०

सेवा में

भारत के राष्ट्रपति

मार्फत मंडल रेल प्रबन्धक / इंजी०

दक्षिण पूर्व रेलवे ,

1. मैं / हम _____ ने इसके साथ संलग्न निविदा की विभिन्न शर्तों को पढ़ लिया है और इसके द्वारा उक्त शर्तों का पालन करने के लिए सहमत हूँ / हैं। मैं / हम इस निविदा को खोले जाने के लिए तय की गई तारीख से 90 (नब्बे) दिन की अवधि तक स्वीकृति के लिए खुला रखने के लिए सहमत हूँ / है, और इसमें व्यतिक्रम होने पर, मेरा / हमारा ' प्रतिभूति निक्षेप ' जब्त किया जा सकता है। मैं / हम संलग्न अनुसूची में कोट की गई दरों पर _____ के लिए कार्य करने के लिए प्रस्थापना करता हूँ / करते हैं और इस निविदा की स्वीकृति जारी किए जाने की तारीख से _____ मास के भीतर कार्य को पूरा करने के लिए अपने आपको आबद्ध करता हूँ / करते हैं। मैं / हम इसके द्वारा संविदा की साधारण और विशेष शर्तों का अनुपालन करने के लिए तथा इस कार्य की सामग्री और संकर्म के उन विनिर्देशों के अनुसार निष्पादित करने के लिए सहमत हूँ / है जो रेल द्वारा वर्तमान संविदा के लिए अधिकाधिक किए गए हैं ।
2. ऊपर वर्णित _____ रू० के ' प्रतिभूति निक्षेप ' के अतिरिक्त _____ रू० की रकम अग्रिम धन के रूप में इसके साथ भेजी जा रही है अग्रिम धन की पूरी रकम किन्हीं अन्य अधिकारों या उपचारों पर कोई प्रतिकूल प्रभाव डाले बिना जब्त कर ली जाएगी , यदि :-
 - क) मैं / हम, रेल द्वारा इस आशय की सूचना मिलने पश्चात कि संविदा दस्तावेज तैयार है, सात दिनों के भीतर संविदा-दस्तावेज निष्पादित नहीं करता हूँ / करते है या
 - ख) मैं / हम इस कार्य को प्रारम्भ करने के आशय के आदेश मिलने के दस दिनों के भीतर ऐसा नहीं करता हूँ / करते हैं ।
- 3 जब तक कि प्रारूपिक करार तैयार और निष्पादित नहीं कर लिया जाता इस निविदा की स्वीकृति हमारे बीच एक आबद्धकर संविदा गठित करेगी जिसमें हमारी परस्पर सहमति से उपांतरन किए जा सकते है जैसा कि इस कार्य के स्वीकृति पत्र में उपदर्शित किया गया है ।

ठेकेदार का पूरा डाक पता :

(ठेकेदार द्वारा भरा जाए)

नाम _____

मोहल्ला / वार्ड _____

शहर / गाँव _____

डाकघर _____

जिला _____

राज्य _____

ठेकेदार / ठेकेदारों के हस्ताक्षर

तारीख _____

दक्षिण पूर्व रेलवे

उपबंध –II

निम्न संकर्म के लिए निविदा की शर्तें और निविदाकारों को अनुदेश

(निविदाकार/निविदाकारों द्वारा हस्ताक्षर किए जाएं और निविदा प्रारूप के साथ प्रस्तुत किए जाएं)

1. संकर्म के रेखाचित्रों को (जहां भी अपेक्षित हो,)कार्यालय समय के दौरान किसी भी समय मंडल रेल प्रबन्धक (इंजी) द पू रेलवे के कार्यालय में देखें जा सकते हैं ।
2. संविदा की साधारण शर्तें एवं सामग्री तथा संकर्म के लिए विशिष्टियां द पू रेल की जी सी सी एवं एस एस 1994 के भाग (III) और (IV) में अधिकथित किए गए हैं,जिन्हें मंडल रेल प्रबन्धक (इंजी0) द पू रेल ,के कार्यालय में देखा जा सकता है या सौ रूपए का संदाय करके प्राप्त किया जा सका है। ये निबंधन और शर्तें संविदा का भाग होगी जब तक कि विशेष शर्तों और विशिष्टियों में अन्यथा उल्लेखित न हो ।
3. निविदाकार,अपनी दरें द पू रेल की अद्यतन रूप में संशोधित दरें अनुसूची 1992 में दी गई मूल दरों से अधिक या कम प्रतिशत के रूप में कोट करेगा /करेंगे ।
 - 3.1 तथापि,मदवार मदों पर आधारित संविदाओं के मामले में, सभी कुछ शामिल करके दरें कोट की जाएंगी जो प्रतिशत वृद्धि/कमी के अध्यधीन नहीं होंगी।
 - 3.2 निविदाकार निविदा प्रारूप में विनिर्दिष्ट ब्यौरे के अनुसार अपनी दरें तृतीय शीट में प्रति यूनिट, अंकों और शब्दों में देते हुए कोट करेगा /करेंगे ।
4. जिन निविदा दस्तावेजों में कुछ उदघर्षण और परिवर्तन किए गए होंगे उन्हें नामंजूर किया जा सकता है, निविदाकार/निविदाकारों द्वारा अपनी प्रतिष्ठियों में की गई शुद्धियों को उसके/उनके द्वारा अनुप्रमाणित किया जाना चाहिए ।
5. संकर्म को स्वीकृति पत्र जारी करने के ----- माह /वर्ष के भीतर पूरा किया जाना अपेक्षित है ।
6. निविदा के साथ अग्रिम धन के रूप में ----- रूपए की रकम नकद या निविदा सूचना में उल्लेखित किसी रूप में अवश्य जमा की जानी चाहिए जिसके न होने पर निविदा पर विचार नहीं किया जाएगा ।
 - 6.1 निविदाकार,प्रस्थापन को निविदा में मे विनिर्दिष्ट तारीख तक खुला रखेगा।यह समझा जाता है कि निविदा दस्तावेज निविदाकार को बेचे गए/जारी किए गए हैं और निविदाकर को निविदा करने की अनुज्ञा उसकी ओर से इस अनुबंध के प्रतिफलस्वरूप दी जा रही है कि वह अपनी निविदा प्रस्तुत करने के पश्चात अपनी प्रस्थापना से पीछे नहीं हटेगा या उसके निबंधनों और शर्तों में इस प्रकार को कोई रूपान्तरण नहीं करेगा जो मंडल रेल प्रबन्धक (इंजी0) वरिष्ठ मंडल इंजीनियर/मंडल इंजीनियर द पू रेल ----- मंडल को स्वीकार्य न हो। यदि निविदाकार अगली अनुबंधों का पालन करने में असफल होता है तो पूर्वोक्त अनुबंध का पालन करने के लिए प्रतिभूति के रूप में जमा की गई रकम रेल को समपद्धत हो जाएगी । यदि निविदा स्वीकार कर ली जाती है, तो अग्रिम धन की रकम को संविदा का सम्यक रूप से और निष्ठापूर्वक पूरा करने के लिए प्रतिभूति निक्षेप के रूप में प्रतिक्षारित किया जाएगा जेसा इसमें इसके पूर्व उपबंधित है। असफल निविदाकारों का अग्रिम धन उसको वापस कर दिया जाएगा किन्तु निविदा दस्तावेजों में विनिर्दिष्ट अवधि के लिए प्रस्थापना खुली रखने के अनुबंध के सम्यक् पालन के लिए प्रतिभूति या अग्रिम धन रेल के कब्जे में रहने के दौरान उसे होने वाली हानि या मूल्य ह्रास के लिए रेल जिम्मेदार नहीं होगी , ओर न ही वह उस पर ब्याज देने के दायित्वाधीन होगी ।

(2)

7. उक्त प्राधिकारी निम्नतम निविदा को स्वीकार करने के लिए आबद्ध नहीं होगा और कोई निविदाकार अपनी निविदा को नामंजूरी के कारणों के लिए स्पष्टीकरणकी मांग नहीं करेगा ।
8. यदि निविदाकार जान-बूझकर अपनी निविदा में गलत सूचना देता है/देते हैं या अपनी निविदा की स्वीकृति के लिए परिस्थितियां उत्पन्न करता है/करते हैं तो रेल,ऐसी निविदा को किसी भी प्रक्रम पर नामंजूर करने के अधिकार को आरक्षित रखती है ।
9. यदि निविदा प्रस्तुत करने के पश्चात या उसकी निविदा की स्वीकृति के पश्चात किसी निविदाकार की मृत्यु हो जाती है, तो रेल उस निविदा को रद्द समझेगी । यदि किसी फर्म की निविदा प्रस्तुत किए जाने के पश्चात् या उसकी निविदा की स्वीकृति के पश्चात फर्म कि किसी भागीदार की मृत्यु हो जाती है तो रेलउस निविदा को उस दशा के सिवाय रद्द समझेगी जब कि फर्म अपने स्वरूप को बनाए रखती है ।
10. असफल निविदाकार/निविदाकारों का अग्रिम धन,जिसमें निविदा मे विनिर्दिष्ट तारीख तक प्रस्थापना को खुला रखने के अनुबंध के सम्यक् पालन के लिए प्रतिभूति निक्षेप की रकम भी सम्मिलित है, उचित समय के भीतर उनको वापस कर दिया जाएगा । सफल निविदाकार/निविदाकारों द्वारा जमा किया गया अग्रिम धन संविदा को सम्यक और निष्ठापूर्वक पूरा करने के लिए प्रतिभूति निक्षेप के रूप में रखा जाएगा किन्तु यदि ठेकेदार अपनी निविदा की स्वीकृति की अधिसूचना के पश्चात् करार बंधपत्र निष्पादित करने मे असफल रहता है रहते हैं / या उसकी/ उनकी निविदा की स्वीकृति की अधिसूचना मिलने के बाद निविदा प्रारूप के पैरा (2) में बताए गए उपयुक्त समय के भीतर कार्य प्रारम्भ करने में असफल रहता है /रहते हैं तो वह रकम समपद्धत कर ली जाएगी ।

संविदा की प्रति भूति निक्षेप की रकम,निम्नानुसार होगी :-

- | | |
|--|--|
| I) एक लाख रूपए तक मूल्य की संविदा के लिए । | संविदा के मूल्य का 10 प्रतिशत । |
| II) एक लाख रूपए से अधिक और दो लाख रू0 तक लागत की संविदा के लिए । | पहले एक लाख रूपए का 10 प्रतिशत और अतिशेष का 7½ प्रतिशत |
| III) दो लाख रूपए से अधिक लागत की संविदा के लिए । | पहले एक लाख रूपए का 10 प्रतिशत और अतिशेष का 7½ प्रतिशत और अतिशेष का 5 प्रतिशत जो अधिकतम 1½ लाख रूपए के अधीन होगा । |

निविदाकार द्वारा पहले से जमा किया गया अग्रिम धनऔर उपर्युक्त गणना के अनुसार उसके द्वारा संदत्त की जाने वाली प्रतिभूति निक्षेप की रकम के बीच मूल्यों के अंतर की वसूली उसके द्वारा किए गए कार्य के मददे किए जाने वाले आवधिक संदायों में से प्रतिशत कटौती साधारणतया 10 प्रतिशत करके वसूल की जाएगी ।

ठेका सहकारी सोसाइटियों को दी गई संविदाओं की दशा में , प्रतिभूति निक्षेप की कटौती बिलों के माध्यम से 5 प्रतिशत प्रति बिल की दर से की जाएगी ।

नकद निक्षेप करके,बाजार मूल्य से 5 प्रतिशत कम दर पर सरकारी प्रतिभूतियां,भारतीय स्टेट बैंक/किसी राष्ट्रीयकृत बैंक की रसीदें , भारतीय स्टेट बैंक/राष्ट्रीयकृत बैंक या अनुसूचित बैंकों ,द्वारा निष्पादित गारंटी बंधपत्र, डाकघर बचत बैंक में निक्षेप या राष्ट्रीय बचत प्रमाण-पत्रों में निक्षेप ,बैंकों और डाकघर बचत बैंकों के निक्षेपों की रसीदें वित्त सलाहकार एवं मुख्य लेखा अधिकारी,द पू रेल के पास गिरवी और आज्ञानित होनी चाहिए । यदि उक्त प्रतिभूति नकद जमा की जाती है तो उस पर कोई ब्याज नहीं दिया जाएगा ।

11. निविदाकार/निविदाकारों से अपेक्षा की जाती है कि वह /वे अपनी निविदा के साथ आयकर समाशोधन प्रमाण-पत्र को प्राधिकृत प्रति या आयकर अधिकारी द्वारा प्रतिहस्ताक्षरित इस आशय का शपथ पत्र प्रस्तुत करें कि उसकी /उनकी कोई करादेय आय नहीं है। दक्षिण पूर्व रेल,----- मंडल द्वारा मांगे जाने पर निविदाकारों के पूर्व अनुभव और उनकी वित्तीय परिस्थिति को प्रमाणित करने वाले दस्तावेज प्रस्तुत किए जाने चाहिए ।

12. निविदाएं मुहरबंद लिफाफे में होनी चाहिए और उन पर -----

के लिए निविदा लिखा होना चाहिए तथा रजिस्टरकृत डाक द्वारा मंडल रेल प्रबन्धक/ इंजीनियरी, द पू रेल, जिला राज्य के पते पर भेजी जानी चाहिए ताकि उनके पास तारीख ----- को 15.30 बजे से पहले पहुंच जाएं या मंडल रेल प्रबन्धक/ इंजीनियरी, द पू रेल, ----- के कार्यालय में इस आशय के लिए आबंटित विशेष पेटी में जमा की जानी चाहिए। यह ----- को 15.30 बजे मुहरबंद की जाएगी।

13. ऊपर उपवर्णित शर्तों में से किसी शर्त का पालन न करने के परिणामस्वरूप निविदा अस्वीकार की जाएगी।

14. यह स्पष्ट रूप से समझ लिया जाए कि यह केवल मोटे तौर पर किया गया निर्धारण है। रेल प्रशासन यह अधिकार आरक्षित रखता है कि या तो वह एक या सभी कार्य ठेकेदार को प्रदान न करें या कार्यों में कमी या वृद्धि का कोई कारण बताए बिना कार्यों की मात्रा को कम कर दे या बढ़ा दे और ठेकेदार किसी भी प्रकार के प्रतिकार का हकदार नहीं होगा।

15. इस निविदा को स्वीकृति प्रदान करने का प्राधिकार, मंडल रेल प्रबन्धक (इंजी) ज्येष्ठ मंडल इंजीनियर, दक्षिण पूर्व रेल, को होगा जो निम्नतम या कोई अन्य निविदा स्वीकार करने के लिए अपने आप को आबद्ध नहीं करता है और न ही किसी विशेष निविदा या निविदाओं पर विचार करने से इंकार करने के कोई कारण बताने का वचनबद्ध होता है। रेल अपने किन्हीं ऐसे कार्यों के लिए कोई भी कारण बताए बिना निविदा को कार्य की पूरी मात्रा के लिए या उसके भाग के लिए स्वीकार करने या एक से अधिक निविदाकारों के बीच बांटने का अधिकार भी आरक्षित रखती है।

16. सफल निविदाकार/निविदाकारों से अपेक्षा की जाएगी कि वह /वे संविदा की साधारण शर्तों और अद्यतन शुद्धि पत्र सं० ----- तक संशोधित दक्षिण पूर्व रेल 1994 के भाग III और IV में दिए गए संकर्मों और -----के मानक विनिर्देशों के अनुसार कार्य करने के लिए मंडल रेल प्रबन्धक (इंजी) दक्षिण पूर्व रेल, ----- के माध्यम से कार्यरत भारत के राष्ट्रपति के साथ करार निष्पादित करें/करें।

17. निविदाकार निविदा खुलने की तारीख से कम से कम 90 (नब्बे) दिन की अवधि के लिए प्रस्थापना को खुला रखेगा, जिसके भीतर निविदाकार अपनी प्रस्थापना को वापस नहीं ले सकता। तथापि, आवश्यकता पड़ने पर यह अवधि समय-समय पर परस्पर करार द्वारा बढ़ाई जा सकेगी। उपर्युक्त शर्त का किसी भी प्रकार से उल्लंघन करने पर निविदाकार पूर्वोक्त अनुबंध के सम्यक् पालन के लिए अपने प्रतिभूति निक्षेप के समपहरण के दायित्वाधीन होगा।

18. यदि निविदाकार तत्समय भारत के राष्ट्रपति के स्वामित्वाधीन और उनके प्रशासनाधीन किसी रेल के इंजीनियरी विभाग का सेवा-निवृत्त राजपत्रित इंजीनियर या कोई अन्य राजपत्रित अधिकारी है, चाहे वह अपनी सेवानिवृत्ति के पूर्व कार्यकारी हैसियत में या प्रशासनिक हैसियत में कार्यरत रहा हो चाहे वह पेंशनीय पर पर रहा हो या न हो रहा हो अथवा यदि निविदाकार भागीदारी फर्म है और उसके भागीदारों में से कोई पूर्वोक्त रूप से सेवा-निवृत्त इंजीनियर या सेवानिवृत्त राजपत्रित अधिकारी है या यदि निविदाकार एक निगमित कम्पनी है और उसके निर्देशकों में से कोई सेवा-निवृत्त इंजीनियर या सेवानिवृत्त अधिकारी या यदि निविदाकार के नियोजन में कोई पूर्वोक्त रूप से सेवा निवृत्त राजपत्रित अधिकारी है तो निविदा प्रस्तुत करते समय ऐसे इंजीनियर या राजपत्रित अधिकारी की उक्त सेवा से निवृत्त होने की तारीख के बारे में और यदि ऐसा इंजीनियर या राजपत्रित अधिकारी निविदा प्रस्तुत करने की तारीख से कम से कम दो वर्ष पूर्व सरकारी सेवा से निवृत्त नहीं हो गया था तो इस बारे में कि संविदा के लेने के लिए या यदि ठेकेदार कोई भागीदारी फर्म या निगमित कम्पनी है तो, यथास्थिति, इसका भागीदार या निर्देशक बनने के लिए ये ठेकेदार के अधीन नौकरी के लिए यथास्थिति, निविदाकार या इंजीनियर या अधिकारी ने भारत के राष्ट्रपति या इस निमित्त उसके द्वारा सम्यक् रूप से प्राधिकृत किसी अधिकारी से अनुज्ञा अभिप्राप्त कर ली है या नहीं, पूर्ण जानकारी लिखित रूप में स्पष्ट रूप से कथित की जाएगी। ऐसी निविदाओं को जिनके ऊपर निर्दिष्ट जानकारी या इस आशय का कथन नहीं होगी कि यथास्थिति, ऐसा कोई सेवा-निवृत्त इंजीनियर या सेवा-निवृत्त राजपत्रित अधिकारी निविदाकार से सहयुक्त नहीं हैं, नामंजूर कर दिया जाएगा।

19. यदि निविदाकार या ठेकेदार अनुमोदित ठेकेदारों की सूची में सम्मिलित व्यक्ति है और उसका कोई रिश्तेदार दक्षिण पूर्व रेल के इंजीनियरिंग विभाग में किसी राजपत्रित पद पर नियोजित है या भागीदारी फर्म या भारतीय कम्पनी विधि के अधीन नियमित कम्पनी की दशा में उसका भागीदार या भागीदार का रिश्तेदार या शेयरधारक या शेयरधारक का रिश्तेदार दक्षिण पूर्व रेल के इंजीनियर विभाग में किसी राजपत्रित पद पर नियोजित है तो निविदा आमंत्रित करने वाले प्राधिकारी को उस तथ्य की सूचना निविदा प्रस्तुत करते समय दी जानी चाहिए । ऐसा न करने पर निविदा नामंजूर की जा सकेगी या, यदि ऐसा तथ्य बाद में प्रकाश में आता है तो , संविदा की साधारण शर्तों के खंड 64 के उपबंधों के अनुसार संविदा को विखण्डित किया जा सकेगा ।
20. जब प्रशासन द्वारा निविदा प्राप्त की जाती है तो यह समझा जाएगा कि निविदाकार/निविदाकारों ने सभी अनुदेशों /शर्तों संविदा की सामान्य और विशेष शर्तों और संकर्म के निष्पादन के लिए सभी सामान्य और विशेष अनुदेशों को विस्तार से ध्यानपूर्वक पढ़ लिया है तथा निविदाकार/निविदाकारों से भी मुद्दों और संदेहों तथा व्याख्याओं के संबंध में रेल प्रशासन के समुचित प्राधिकारियों से अपना समाधान कर लिया है ।
21. ठेकेदार द्वारा निविदा प्रस्तुत किए जाने से विवक्षित है कि उसने दसवें तथा निविदा प्रारूप के साथ संलग्न निविदा सूचना में बताई गई शर्तों को पढ़ लिया है और उनका पालन करने के लिए आबद्ध है। निविदाकार सभी प्रभारों सहित अपनी दरें कोट करेगा जिसमें विक्रय कर स्वामित्व के साथ-साथ भारतीय संघ या राज्य सरकार द्वारा उदगृहित किए जाने वाले सभी कर शामिल होंगे ।
22. जब ठेकेदारों की किसी फर्म या कम्पनी द्वारा किसी संकर्म के लिए निविदा प्रस्तुत की जाती है तो निविदा पर उस व्यक्ति द्वारा हस्ताक्षर किए जाएंगे जो उनकी ओर से अभिबंधन करने के लिए विधिक रूप से प्राधिकृत है ।
23. रेल निविदाकार द्वारा किए गए किसी मुख्तारनामें या संविदा के निष्पादन के पश्चात् फर्म के गठन में होने वाले परिवर्तन से आबद्ध नहीं होगी, किन्तु रेल उचित विधिक सलाह लेने के पश्चात् ऐसे मुख्तारनामें या परिवर्तनों को मान्यता दे सकती है, जिसकी लागत ठेकेदार पर नीचे लिखे अनुसार प्रभारित की जाएगी :-

- | | |
|---------------------------------|----------|
| 1. प्रारम्भिक विधीक्षा के लिए | 100 रूपए |
| 2. पश्चात्वर्ती विधीक्षा के लिए | 30. रूपए |

23.1 निविदाकारों को अपने अपने गठन को विशिष्ट रूप से तथा पूरीतरह से प्रकट करना चाहिए और ऐसे प्रकटन के समर्थन में निविदा के साथ भागीदार विलेख अनुच्छेदों और साझेदारी का ज्ञापन आदि दस्तावेजों की अनुप्रमाणित प्रतियां प्रस्तुत करनी चाहिए । यदि निविदाकार एक फर्म है अर्थात् भागीदारी कारबार है तो यह बताना चाहिए कि क्या वह भागीदारी अधिनियम के अधीन रजिस्ट्रीकृत है और फर्म के सभी भागीदारों के नाम और पते पूरी तरह से बताए जाने चाहिए । रेल प्रशासन को सदैव इस बात की छूट होगी कि वह उक्त दस्तावेज की मूल प्रतियां प्रस्तुत करने को कहें और संगठन से संबंधित समय-समय पर आवश्यक समझी जाने वाली अतिरिक्त तथा अन्य अपेक्षाएं करें ।

24 निविदा के उपाबंध (निविदा सूचना) अग्रिम धन के रूप में उल्लिखित रकम यदि नकद रूप से भेजी गई है तो उसे मंडल रोकड़िया ,द पू रेल, -----या मुख्य रोकड़िया द पू रेल, गार्डनरीच कोलकाता - 43 के पास जमा करा देना चाहिए और जमा कीरसीद निविदा के साथ संलग्न की जानी चाहिए । ऐसा निक्षेप करत समय उस संकर्म का नाम जिसके लिए रकम जमा की जा रही है लिखित रूप में स्पष्ट रूप से बताया जाना चाहिए । कुल अग्रिम धन की रकम,मंडल रोकड़िया, द पू रेल,----- के नाम से मनी आर्डर द्वारा भी भेजी जा सकती है। किन्ही भी परिस्थितियों में निविदाकार कभी भी किसी भी कारण से यह रकम सरकारी करेंसी नोटों के रूप में रजिस्ट्रीकृत लिफाफे के बीमे के अधीन नहीं भेजेगा ।

25. यदि निविदाकार रेखाचित्रों या किसीनिविदा प्रारूप में कोई फर्क या लोप पाता है या उसके अर्थ के विषय में उसे कोई शंका होती है तो उसे इस संबंध में निविदा आमंत्रित करने वाले प्राधिकारी को तत्काल अधिसूचित करना चाहिए , जो सभी निविदाकारों को लिखित अनुदेश भेज सकेगा ।

- 26 यह समझा जाएगा कि गलती से बचने के सभी प्रयास किए गए हैं जिससे निविदा के आधार पर तात्विक रूप से प्रभाव पड़ सकता हो और यदि बाद में किसी गलती का पता चलता है तो उसकी जोखिम को सफल निविदाकार अपने ऊपर लेगा और उसके लिए व्यवस्था करेगा और इसके कारण बीच कोई दावा नहीं करेगा ।
- 26.1 यह समझा जाएगा कि निविदाकार ने निविदा प्रस्तुत करने से पूर्व कर्म के स्थल और परिक्षेत्र का वास्तविक निरीक्षण करके अपना यह समाधान कर लिया है कि संकर्म के निष्पादन के दौरान सामने जाने वाली सभी परिस्थितियों को ध्यान में रखा गया है और कार्य को इंजीनियर के पूर्ण समाधानप्रद रूप में पूरा करने के लिए निविदा प्रारूपों में भरी जाने वाली दरें निविदा की सधारण शर्तों के खंड 37 के उपबंधों के अनुरूप पर्याप्त सर्व समावेशी है ।
- 27 ऐसे स्थानों/अवस्थानों पर जहां ठेकेदार के वाहनों को चालू लाइन के पास चलाने की अनुमति है, वहां ठेकेदार से अपेक्षित है कि वह चलने वाली वाहनों को संकेत देने हेतु रेलपथ के मध्य से 10-0" दूर बांस के अवरोधक लगाए। अवरोधक पर कड़ी निगरानी रखने के लिए रेल प्रशासन ऐसे अवस्थानों पर एक अनुभवी गैंगमैन को फ्लैगमैन के रूप में कार्य करने के लिए तैनात करेगा ताकि दुर्घटनाओं को रोका जा सके। ऐसे फ्लैगमैन की मेहनती के लिए मजदूरी ठेकेदार द्वारा वहन की जाएगी ।
- 28 यदि संकर्म शुरू करने से पहले ही रद्द कर दिया जाता है या निष्पादन के दौरान अद्यतन शुद्धिपर्ची सं० 1974 जिल्द 11 में विहित शर्तों के अनुसार समाप्त कर दिया जाता है तो रेल प्रशासन पूरे संकर्म या उसके किसी भाग के लिए नई निविदाएं आमंत्रित करने का अधिकार आरक्षित रखता है ।
- 29 यदि ठेकेदार द्वारा मालडिब्बों में गिटिठयों, पत्थर के टुकड़ों (चिप्स), ईंट और राख आदि लादते समय यह पाया जाता है कि मालडिब्बे कम भरे हुए हैं जिसके फलस्वरूप मालडिब्बे की मूल्यवान वहन क्षमता बेकार हो जाती है तो कम लदे मालडिब्बों के कारण बर्बाद हुए मालभाड़ा प्रभार ऐसे ठेकेदार द्वारा संदेय होंगे जो मालडिब्बों में कम लदाई के लिए उत्तरदायी है ।
- 30 (क) रेल की अनुमोदित ठेकेदारों की सूची में दर्ज निविदाकार प्रत्येक के सामने दर्शाई गई सीमा तक की लागत वाले संकर्मों के संबंध में निविदा करने के लिए (i) 1 लाख रू० तक की लागत वाले संकर्मों के लिए केवल 5.000 रू० (ii) 1 लाख से ज्यादा तथा 5 लाख रू० तक की लागत वाले संकर्मों के लिए 10,000 रू० तथा (iii) 5 लाख रू० से ज्यादा लागत वाले संकर्मों के लिए केवल 25.000 रू० की एक मुश्त रकम का संदाय स्थाई अग्रिम धन के रूप में कर सकेगा । खुली निविदा में उसके अनुमोदित वर्ग से ज्यादा निविदा मूल्य के लिये उसका स्थायी अग्रिम धन मान्य नहीं होगा ।
- (ख) उस सफल निविदाकार को, जिसका रेल के पास स्थाई अग्रिम धन जमा है, संकर्मों के लिए करार का निष्पादन करने से पहले निविदा के लिए निर्धारित अग्रिम धन अलग से जमा कराना अपेक्षित है । निविदा को पूरा करने के लिए प्रारम्भिक प्रतिभूति निक्षेप के रूप में माना जाएगा । विहित स्लैब के अनुसार बकाया प्रतिभूति निक्षेप पूरा किए गए कार्य के लिए किए जाने वाले आवधिक संदायों में से 10% कटौती करके पूरा किया जाएगा ।
- जहां ठेकेदार रेल के पास प्रारंभिक प्रतिभूति निक्षेप अलग से जमा करने से इंकार करता है, वहां विहित रकम स्थायी अग्रिम धन में से समायोजित की जाएगी और पक्षकार को कमी की प्रतिपूर्ति करने के लिए सूचित किया जाएगा । ऐसा करने में असफल रहने पर स्थायी अग्रिम के संबंध में उसके द्वारा प्रस्तुत की गई कोई अन्य निविदा विधिमान्य नहीं समझी जाएगी ।
- (ग) तथापि यह रेल प्रशासन को निविदाकारों के लिए अनुदेशों और विशिष्टियों में अधिकथित रूप में ठेकेदार की ओर से कोई व्यक्तिक्रम होने के प्रत्येक मामले में विनिर्दिष्ट अग्रिम धन को समपहृत करने से नहीं रोकता है और जब भी एक मुश्त पूरा अग्रिम धन या उसका कोई भाग इस प्रकार समपहृत कर लिया जाता है तो ठेकेदार को यह रकम जो एस ई एम से कम पड़ता है, इस प्रकार समहृत होने की सूचना मिलने के एक मास के भीतर जमा करा देनी चाहिए और जब तक यह कमी पूरी नहीं कर दी जाती तब तक उसकी किसी भी निविदाओं पर विचार नहीं किया जाएगा ।
- 31 जिन निविदाओं के साथ अग्रिम धन जमा रसीद के स्थान पर चेक प्रस्तुत किए जाते हैं, उस पर स्वीकृति हेतु विचार नहीं किया जाएगा अपितु उन्हें संक्षेपतः अस्वीकार कर दिया जाएगा ।

- 32 एक लाख रूपए तक के मूल्य की निविदा के लिए जन बेरोजगार स्नातक इंजीनियरों ने वैयक्तिक या समूहिक रूप से अपने आप को रेल के पास रजिस्ट्रीकृत कराया है, उन्हें उसकी निविदा की स्वीकृति हो जाने पर संविदा की सामान्य शर्तों के खंड 16 में यथाविहित रूप में प्रारंभिक प्रतिभूति निक्षेप जमा कराने से छूट दे दी जाएगी तथा अपेक्षित प्रतिभूति निक्षेप, उनके लेखागत बिलों से 10% की दर से कटौती करके प्राप्त कर लिया जाएगा ।
- 33 उस निविदाकार से, जिसकी निविदा स्वीकार कर ली गई है, यथास्थिति महाप्रबन्धक, मुख्य इंजीनियर, मंडल रेल प्रबन्धक, (इंजी) प्रभाग / जिला इंजीनियर के कार्यालय में वैयक्तिक रूप से उपस्थित होने की अपेक्षा की जाएगी और यदि वह फर्म या निगम है तो उसका सम्यक्त प्राधिकृत प्रतिनिधि इस प्रकार उपस्थित होगा और उसे/ उन्हें संविदा दे दिए जाने के पश्चात सात दिनों के भीतर संविदा दस्तावेज निष्पादित करेगा / करेंगे। ऐसा करने में असफल होने पर इसे निविदा की स्वीकृति द्वारा किए गए करार को भंग समझा जाएगा और तब निविदा से संलग्न पूर्ण अग्रिम धन, अन्य अधिकारों या उपचारों पर प्रतिकूल प्रभाव डाले बिना समपहृत हो जाएगा ।
- 34 कार्य, मंडल इंजीनियर द्वारा अनुमोदित नियम कार्यक्रम के अनुसार किया जाएगा । कार्य को किए जाने की पद्धति और प्रणाली, उसके द्वारा या उसके प्रतिनिधि द्वारा बताई जाएगी ।
- 35 निविदा कागज पत्रों के साथ एक ऐसा प्रमाणपत्र संलग्न किया जाना चाहिए कि निविदाकार / निविदाकारों ने रेल की दर अनुसूची की प्रति खरीद ली है और उसमें अंतर्विष्ट संविदा की सभी शर्तों और दर अनुसूची आदि को पढ़ लिया है ।
- 36 आयकर अधिनियम, 1961 की धारा 194 (ग) के उपबंधों के निबंधनों के अनुसार ठेकेदार के बिलों से 2% की दर से स्रोत पर आयकर की कटौती की जाएगी ।
- 37 इस संविदा के अधीन संकर्म के निष्पादन के दौरान ठेकेदार, अपनी लागत पर कार्य के लिए भी जिम्मेदार होगा ।
- 38 निविदाकारों को निविदा दस्तावेज के प्रत्येक पृष्ठ पर हस्ताक्षर करना चाहिए और प्रस्तुत करना चाहिए ।
- 39 ठेकेदार, इस कार्य के निष्पादन के दौरान निम्नलिखित तकनीकी कर्मचारियों को नियोजित करेगा :
- (i) एक स्नातक इंजीनियर, जब निष्पादित किए जाने वाले संकर्म की लागत 15 लाख और अधिक है ।
- (ii) एक अर्हता प्राप्त डिप्लोमा धारक (कनिष्ठ इंजीनियर) जब निष्पादित किए जाने वाले संकर्म की लागत 5 लाख रूपए से अधिक किन्तु 15 लाख रूपए से कम है तकनीकी कर्मचारियों को जब भी भारसाधक इंजीनियर द्वारा अपेक्षित हो, अनुदेश लेने के लिए स्थल पर उपलब्ध होना चाहिए । यदि ठेकेदार पूर्वोक्तानुसार तकनीकी कर्मचारी नियोजित करने में असफल रहता है तो, व्यतिक्रम के प्रत्येक मास के लिए ऐसी उचित राशि का जो स्नातक इंजीनियर के मामले में 2000/- रु० (केवल दो हजार रु०) और डिप्लोमा धारी (ओवरसीयर) के मामले में प्रत्येक व्यतिक्रम के मास के लिए 1000/- रु० (केवल एक हजार रु०) से अधिक नहीं होगी का संदाय करने के लिए दायी होगा ।
- उस अवधि के संबंध में जिसके लिए ठेकेदार द्वारा अपेक्षित तकनीकी कर्मचारी नियोजित नहीं किए गए थे, और इस कारण काटी जाने वाली रकम के औचित्य के संबंध में भारसाधक इंजीनियर का विनिश्चय अंतिम और ठेकेदार पर आबद्ध होगा ।
- 40 यदि राज्य सरकार या केन्द्रीय सरकार के किसी पब्लिक सेक्टर के उपक्रम द्वारा प्रस्तुत निविदा का समग्र मूल्य किसी प्राइवेट निविदाकार की न्यूनतम निविदा से 10% तक अधिक है तो रेल न्यूनतम निविदा पर ध्यान न दे कर ऐसे पब्लिक सेक्टर के उपक्रम की निविदा को अधिमान देने का अधिकार आरक्षित रखती है ।

मंडल रेल प्रबन्धक (इंजी०)

दक्षिण पूर्व रेलवे

भारत के राष्ट्रपति के लिए एवं उनकी ओर से

मैंने / हमने उपर्युक्त शर्तों को पढ़, समझ लिया है और स्वीकार कर लिया है ।

निविदाकार / निविदाकारों के हस्ताक्षर

प्रमाणित किया जाता है कि मैंने / हमने द पू रेल की दर अनुसूची की प्रति खरीद ली है

और उसमें अधिकथित संविदा की सभी शर्तों और दरों, विशिष्टियों आदि को पढ़ लिया है ।

निविदाकार / निविदाकारों के हस्ताक्षर

नोट :- साधारण शर्तों की हिंदी प्रति में यदि कोई बेमेल या असंगत बात ध्यान में आती है तो ऐसी स्थिति में अंग्रेजी की प्रति को ही प्रमाणिक तथा मान्य समझी जाएगी ।

1. संबंधित संगठन अर्थात्

- क एकल
 ख भागीदारी
 ग पब्लिक लिमिटेड सहकारी अथवा प्राइवेट लिमिटेड
 घ कंपनी
 और विधि द्वारा अपेक्षित तत्संबंधी दस्तावेज प्रस्तुत करें ।

2. बैंक खाता (चालू) बैंक का नाम तथा शाखा सहित संख्या ।

3. इस संविदा मे द पू रेलवे इंजीनियरी विभाग का श्रम एवं सामग्री दर अनुसूची 1992 जिल्द I एवं संविदा की सामान्य शर्तें और मानक विनिर्देश जिल्द II (2001 संशोधित संस्करण) अद्यतन सुधार परिचियों सहित लागू है ।

4. अनुरक्षण अवधि :

जब तक अन्यथा उल्लेख न किया जाए, कार्यों के लिए जी सी सी के खण्ड 47 मे विनिर्दिष्ट अनुरक्षण अवधि निम्नप्रकार होगी :-

क सफेदी एवं रंगाई सहित मरम्मत तथा अनुरक्षण -कार्य- समापन की तिथि से 3 (तीन) कैलेंडर मास ।

ख जमीनी कार्य को छोड़कर सभी नए कार्य -समापन की तिथि से 6(छः) कैलेंडर मास ।
 निविदा के साथ प्रस्तुत करने के लिए निम्नलिखित दस्तावेज विनिर्दिष्ट किए जाएं -

क उपलब्ध तथा विषयगत कार्य के लिए लगाएं जाने वाले प्रस्तावित कार्मिक संगठन की सूची ।

ख विषयगत कार्य के लिए उपलब्ध तथा उपयोग के लिए प्रस्तावित संयंत्र और मशीनों की सूची (निजी एवं भाडे पर लिए जाने वाले पृथक रूप से दर्शाए जाए)

ग कार्य का विवरण ,संगठन का नाम जिसके लिए कार्य निष्पादित किया गया , पंचाट के समय वास्तविक टेका-मूल्य , पंचाट की तारीख और कार्य की निर्धारित समापन तिथि का उल्लेख करते हुए, पिछले तीन वित्तीय वर्षों में पूरा किए गए कार्यों की सूची । कार्य प्रारम्भ की वास्तविक तिथि वास्तविक समापन तथा टेके का अंतिम मूल्य भी दिया जाना चाहिए ।

घ कार्य-विवरण,टेका-मूल्य, किए जाने वाले शेष कार्य का अनुमानित मूल्य और पंचाट की तिथि सूचित करते हुए हाथ में लिए गए कार्यों की सूची ।

टिप्पणी :

1. उपर्युक्त मद (ग) तथा (घ) की स्थिति में उन संगठनों से,जिनके साथ उन्होंने काम किया है/वे कामकर रहे हैं, समर्थित दस्तावेज/प्रमाण -पत्र संलग्न किए जाने चाहिए ।
2. उन प्राइवेट व्यक्तियों से प्रमाण-पत्र स्वीकार नहीं किए जाने चाहिए जिनके लिए ऐसे कार्य निष्पादित किए गए हैं/किए जा रहे हैं ।

5. निविदाकार/निविदाकारों/टेकेदार/टेकेदारों को उसके /उनके पास उपलब्ध उपस्करों तथा संयंत्र इत्यादि की सूची तथा उसके/उनके प्रस्ताव सहित की जानी चाहिए जिसका उपयोग खड़गपुर मंडल में गाड़ी -दुर्घटनाओं /प्राकृतिक विपदाओं,, जिनमें व्यक्तियों की मौत होती है, के दौरान किया जा सकता है। खड़गपुर मंडल मे उपस्कर एवं संयंत्र का उपयोग पारस्परिक भाडे पर किया जाएगा ।

तारीख :-

निविदाकार (निविदाकारों) का हस्ताक्षर

I M P O R T A N T

For reference of Tenderer/s, the Particulars/ documents to be submitted alongwith the tender.

-----OO-----

1. **Earnest Money (In proper form as described in detailed tender notice).**
2. **Current income Tax Clearance Certificate in original or authorised copy, or sworn affidavit duly countersigned by the Income Tax officer to the effect that he has / they have no taxable income.**
3. **Partnership deed if any.**
4. **In case of PEMD with any other division of the S.E.Railway, copy of the letter for inclusion of the name in the approved list of contractors, with financial category. (i.e. "E", "D" & "C" etc. which category) ?.**
5. **In case of Tender for ballast supply :-**

Sample of ballast in 3 Nos. of transparent jars duly sealed for each quarry along with ballast sample in one bag of about 40 kg. for each quarry separately.
6. **Solvency certificate from appropriate authority.**
7. **Proof of financial soundness from Nationalized bank or scheduled bank.**
8. **Relevant testimonials as required under "ANNEXURE" A (I) & A(II) of credential form in case of an open tender, Contractor borne on approved list ofDivn. need not give it unless specifically asked for.**
9. **Earnest Money (In proper form as described in detailed tender notice)**

NOTE :- Tenders are liable to be rejected in absence of any one or more of the above.

Signature of the Tenderer/s

S. E. RAILWAY

Sold to M.R.No.....
Address Date.....
..... For Rs.....
..... Tender Form No.....

Section For which
Station To be Submitted
Zone

Detail Form First Sheet (Not transferable)

To : The President of India,
Acting through the
Divl. Rly. Manager (Engg.)
S. E. Railway.

I/ We have read the various conditions to tender attached hereto and hereby agree to abide by the said condition. I/ We also agree to keep this tender open for acceptance for a period of 90 (Ninety) days from the date fixed for opening the same and in default thereof, I/ We will be liable for forfeiture of my/ our "security deposits". I/We offer to do the work for..... at the rates quoted in the attached schedule and hereby bind myself/ ourselves to complete the work in months from the date of issue of letter of acceptance of the tender. I/We also hereby agree to abide by the general and special conditions of contract and to carry out the work according to the Standard Specifications for materials and works laid down by the Railway for the present contract.

2. A sum of Rs..... Is hereby forwarded as earnest money in addition to sum of Rs.....as "security deposit: mentioned above, the full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if :-

- (a) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready ; or;
- (b) I/We do not commence the work within ten days after receipt of orders to that effect.

3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binder 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.

Contractor's full Postal Address

(To be filled up by contractor)

Name
Mohalla / Ward
Town / Village
Post Office
District.....
State.....
Pin code.....

Signature of the Contractor/s

Date.....

Conditions of the Tender and instructions to tenderers for the works of:

TRR(P)/(S) of the existing SH 52kg 72UTS / 60Kg 72UTS rail laid on PSC - 5/PSC - 6 sleepers with SH 52kg 90UTS/ new 52kg / 60kg 90UTS(LWR) rails for Up shunt,1st loop & R. Line 1& 2 at Santragachi yard, at Km.1.6 - 3.1 (Up) 5.9 – 6.2 & 6.6 - 6.9 (Up) inbet. HWH - SRC, 10 Km. at different link lines of ACC Link and Casual rail renewal of existing SH 52kg/90R/90LB rail with new 52kg 90UTS rails on common Loop line No.2 & 3 of BVA yard under the jurisdiction of Sr.DEN/East/KGP.

(To be signed by the Tenderer/s and submitted alongwith the Tender Form)

1. The drawing for the work (where required) can be seen in the office of the Divl. Railway Manager (Engg.)/S/E/Railway. at any time during the office hours.
 2. General conditions of contract and specification for materials and works are laid down in General Conditions of Contract and standard specifications 1994 of S. E. Railway Part-III and IV which can be seen at the office of Divl. Railway Manager (Engg.)/ S. E. Railway, or had on payment of Rs.100/-. These terms and conditions form part of the contract unless otherwise mentioned in the special conditions and specifications.
 3. The tenderer/s shall quote his/ their rates as a percentage above or below basic rates given in the schedule of rates 1992 South Eastern Railway corrected up to date.
 - 3.1 However, in case of contracts based on item-wise rates all inclusive rates which will not be subjected to any percentage increase/ decrease may be quoted.
 - 3.2. The tenderers shall quote his/ their rates in the tender for third sheet giving the rates both in figures and words per unit as per details specified therein.
 4. Tenders containing erasures and alterations of the tender documents are liable to be rejected. Any correction made by the tenderer's in his / their entires must be attested by him/ them.
 5. The work is required to be completed Upto 06(Six) from the date of issue of acceptance letter.
 6. The tender must be accompanied by sum of Rs.86,976/-as earnest money deposited in cash or in any of the forms mentioned in the tender notice, failing which the tender will not be considered.
 - 6.1 The tenderer shall hold the offer open till such date as may be specified in the tender. It is understood that the tender documents have been sold/ issued to the teenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender, he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Divisional Railway Manager (Engg.)/ Sr. Divisional Engineer/ Divisional Engineer of the South Eastern Railway, KGP Division.
- Should the tenderer fail to observe or comply with the foregoing stipulations, the amount deposited as security for the due performance of the above stipulation shall be forfeited to the Railway. If the tender is accepted, the amount of earnest money will be held as security for the due and ;faithful fulfillment of the contract. The earnest money of the unsuccessful tenderers will have as herein before provided be returned to the unsuccessful tenderers but the Railway shall not ;be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession, nor be liable to pay interest thereon.
7. It shall not be obligatory on the said authority to accept the lowest tender and no tenderer's shall demand any explanation for the cause of rejection of his/their tender.
 8. If the tenderer deliberately gives tenderers deliberately give wrong information in his /their tender or

creates/ creat circumstances for the acceptance of his/ their tender, the Railway reserves the right to reject such tender at any stage.

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

10. The earnest money including the amount taken as security deposit for the due performance of the stipulation to keep the offer open till the date specified on the tender will be refunded to the unsuccessful tenderer/s within a reasonable time. The earnest money deposited by the successful tenderer/s will be retained towards the security deposit for the due and faithful fulfillment of the contract but shall be forfeited if the contractor fails/ contractor fail to execute the Agreement bond or start the work within a reasonable time as enumerated in Para (2) of the tender form after notification of the acceptance of his/ their tender.

The amount of security deposit of the contract will be as under :-

- | | | | |
|------|---|-----|--|
| i. | For contract upto rupees 1 (one) Lakh in value. | ... | 10% of the value of the contract. |
| ii. | For contract costing more than rupees 1 (one) lakh and upto rupees 2 (two) lakhs. | ... | 10% of the first rupees 1 (one) lakh and $7\frac{1}{2}\%$ of the balance. |
| iii. | For contract costing more than rupees 2 (two) lakhs. | ... | 10% of the first rupees 1 (one) lakh ; $7\frac{1}{2}\%$ of the next rupees 1 (one) lakh and 5 % of the balance subject to a maximum of rupees one and half lakhs (11/2 lakhs). |

The difference in the value between the earnest money already deposited by the tenderer and amount of security deposit to be paid by him as per the above calculation shall be recovered by a percentage deductions , ordinarily 10% from periodical payments to be made on account of the work.

In the case of contract awarded to Labour Contract Co-Operative Societies, deduction of security deposit through bill at the rate of 5% from each bill shall be made.

A deposit of cash, Govt. securities at 5% below the market value deposit receipt of the State Bank of India/ Any Nationalized Bank, Guarantee Bonds executed by the State Bank of India/Any Nationalized Bank demand drafts of State Bank of India/Any Nationalized Bank, Guarantee Bonds of the "Scheduled Banks" a deposit in the post office saving bank or a deposit in the National Saving Certificate.

Deposit Receipt of Bank and Post Office Saving Bank deposit should be pledged and hypothetcatcd to FA & CAO/S.E.Railway. No interest shall be paid on the said security when deposited in cash.

11. The tenderer is tenderers are required to produce alongwith his/ their tender an authorized copy of the Income Tax Clearance Certificate or sworn affidavit duly countersigned by the Income Tax Office to the effect that he has / they have no taxable income. Documents testifying to the tender/s previous experience and financial status should be produced when desired by the South Eastern Railway.

12 Tender must be enclosed in sealed covers superscribed tender for and must be sent

.....

 by registered post to the address of Divl. Rly. Manager/ Engg S. E. Railway, KGP, Dist.Midnapore, So as to reach him not less than 14:50 hrs. on **07.01.2010** or deposited in the special box allotted for the

purpose in the Office of the Divl. Railway Manager (Engg.), S. E. Railway. , KGP. This will be sealed at 15:00 hrs. on **07.01.2010**.

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

14. It is to be clearly understood that this is only a rough assessment. The Railway Administration reserves the right either not to award an or all the works to the Contractor or to increase or decrease the volume of works without assigning any reasons for any such curtailment or increase in the work and contractor will not be entitled to any compensation what-so-ever.

15. The authority for the acceptance of the tender will rest with the Divl. Rly. Manager (Engg.)/ Sr.Divl.Engineer, S.E Rly.,KGP,who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders. The Railway also reserves the right to accept tender either full quantity of work or part thereof or divide the works amongst more than one tenderer without assigning any such action.

16. The successful tenderer/s shall be required to execute an agreement with the President of India acting through the Divl. Rly. Manager (Engg.), S.E.Rly. for carrying out the work according to the General Conditions of contract and standard specifications for works and materials as given in the Parts-III & IV of the General condition of contract and standard specifications – 1994 of S. E. Railway with relevant up to date correction slips.

17. The Tenderer shall keep the offer open for a minimum period of 90 (Ninety) days from the date of opening of the tender within which period tenderer cannot withdraw his offer subject to the period being extended further if required, by Mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his security deposit for due performance of the foregoing stipulation.

18. Should a tenderer be retired Engineer of the Gazetted Rank or any other Gazetted Officer working before his retirement, whether in the Executive or Administrative capacity, or whether holding a pensionable post or not, in the Engineering Department of any of the Railways owned and administered by the PRESIDENT OF INDIA for the time being, or should a tenderer being partnership firm have as one of its partners a retired Engineer or a retired gazetted officer as aforesaid , or should a Tenderer being an incorporated company have any such retired Engineer or retired Officer as one of its directors, or should a tenderer have in his employment any retired Engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineering Gazetted Officer from the said service and in case where such Engineer or office had not retired from Govt. service at least two years prior to the date of submission of the tender as to whether permission for taking such contract , or if the contractor be a Partnership Firm or an incorporated company, to become a partner or Director as the case may be or to take employment under Contractor, has been obtained by the tenderer or the Engineer or the Officer as the case may be from the President of India or any officer duly authorized him in his behalf, shall be clearly stated in writing at the time of submitting the tender . Tender without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be shall be rejected.

19. Should a tenderer or contractor being an individual on the list of approved contractors, have a relative employed in Gazetted capacity in the Engineering department of the S. E. Railway or in the case of a Partnership Firm or company incorporated under the Indian company Law should a partner or a relative of the partner or a share holder or a relative of a share holder be employed in Gazetted Capacity in the Engineering Department of the S. E. Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tender may be rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision of clause 64 of the general conditions of Contract.

20. When the tender is received by the Administration, it will be understood that the tenderer/s has / have gone through carefully in details all the instructions, conditions, general and special conditions of the contract

and all general and special instructions for execution of the works and that the tenderer/s has/ have got himself/ themselves clarified in all points and doubts and interpretations by the proper authorities of the Railway Administration.

21. The submission of a tender by the Contractor implies that he has read and abides by the conditions stated herein and in the Notice of tender accompanying the tender forms. The tenderers shall quote their rates inclusive of all charges including all taxes levied by the Union of India or State Govt. including Sales Tax, royalty etc.

22. When work is tendered for by a Firm or Company of contractors the tender shall be signed by the individuals legally authorized to enter into commitments on their behalf.

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

- (a) For initial vetting : Rs.100.00
- (b) For subsequent vetting : Rs.30.00

23.1 Tenderers should specifically and fully disclose their respective constitution and submit along with tenders attested copies of documents like partnership deed, articles and memorandum of association etc. if any, in support of such disclosure. If a tenderer is a firm i.e. partnership business it should be stated whether the same is registered under the Indian partnership Act., and the name and address of all the partners of the firm should be fully disclosed. The Railway Administration shall always have liberty to require production of the originals of the said documents and also to make such further and other requisitions regarding the constitution as may be considered necessary from time to time.

24. As mentioned in Annexure – 1 (Tender Notice) as earnest money of the tender for the works if tendered in cash should be deposited with Divl. Cashier, S.E.Rly., or Chief Cashier, S.E.Rly. Garden Reach, Calcutta – 43 and the receipt for the deposit should accompany the tender. In making such deposit the name of the work for which the money is deposited must be clearly stated in writing. The amount of total earnest money may also be permitted by money order in favour of Divl. Cashier, S.E.Railway, On no account the tenderers send the amount in Government currency notes, under Insurance of Registered cover.

25. Should a tenderer find discrepancies or omissions from the drawing or any of the tender forms or should be in doubt as to their meanings he should at once notify the authority inviting tender who may send written instructions to all tenders.

26. It shall be understood that every endeavour has been made to avoid any error which can materially effect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

26. 1. Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and location of the work that all conditions liable to be encountered during the execution of works are taken into account and that the rates he enter. It the tender forms are adequate in all respects & are all inclusive to accord with the provision of clause 37 of the General Conditions of contract for the completion of the works to the entire satisfaction of Engineers.

27. The places/locations where contractor's vehicles are permitted to ply adjacent to the running lines, contractors are required to erect a bamboo barricades 10'-0" away from the center of the track to give an indication to the plying vehicles. To keep strict watch on the barricaded. Rly. Administration will post an experienced Gangman to act as a Flagman at the locations to prevent accident. Wages involved for posting of such Flagman shall be borne by the contractor.

28. If the work is cancelled before commencement or is terminated during execution in accordance with the conditions prescribed in the S. E. Rly. , GCC & SS 1994 Vol. II with correction slip upto the Rly. Administration reserves the right to invite fresh tenders for the whole or any portion of work.

29. In the event of loading of ballast, stone chips, bricks and cinder etc. into wagons by the contractors, if the wagons be found running under loaded resulting in wastage of valuable wagon capacity the freight charges wasted on account of under loading of wagons should be payable by the Contractor responsible for the underloading of wagon.

30(A). A tenderer borne on the list of approved contractors of the Railway only may make a lumpsum deposit towards standard Earnest Money of (i) Rs.5,000/- for works costing upto 1 Lakh (ii) Rs.10,000/- for works costing over Rs.1 lakh and upto Rs.5 lakhs and (iii) Rs.25,000/- for works costing above Rs. 5 lakhs to cover tendering against any number of works costing upto the limit indicated against each. His PEMD for Tender value higher than the approved category shall not be valid in open tender.

(B). A successful tenderer having permanent earnest money deposit with Railway is required to deposit prescribed earnest money for the tender separately prior to execution of agreement for works. Such money will constitute the initial security deposit in fulfillment of contract. The balance security deposit as per the prescribed slab will be built up by way of 10% deduction from the periodical payment on account of the work done.

Where the contractor declines to deposit the initial security deposit separately with the Railway, the prescribed amount may be adjusted from the permanent earnest money and the party may be advised to recoup the short fail. In case of his failure to do so any other tender submitted by him against the permanent earnest money shall not considered as valid.

(C) This however, does not preclude the Railway Administration from forfeiting a specified earnest money in each case of any default on the part of contract as laid down in the particulars and instructions to the tenderers and whenever the whole or any portion of the lump sum earnest money deposited is so forfeited, the contractors should make up the amount which falls short of prescribed SEM deposit within one month of the notice of such forfeiture and none of his tenders will be considered till the shortage is made good.

31. Tenders submitted with cheques in lieu of earnest money deposit receipt will not be considered for acceptance but will be summarily rejected.

32. For tender upto the value of Rs. 1 Lakh each, unemployed Graduate Engineer either individually or collectively who have registered themselves as contractors with the Railway will be exempted on acceptance of their tenders for depositing initial security deposit as prescribed in clause 16 of the General conditions of Contractor. The Security Deposit as required will however, be built up from their on account bills by making deduction at the rate of 10%.

33. The tenderer whose tender has been accepted shall be required to appear at the office of General Manager, Chief Engineer, Divisional Railway Manager (Engg.)/ Divisional/District Engineer as the case may be in persons, or if a Firm or corporation a duly authorized representative shall so appear and to execute the contract documents within seven days after which that the contract has been awarded to his/them failure to do so shall constitute a breach of agreement effect by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall be forfeited without prejudice to any other rights or remedies.

34. The work will be carried out on fixed programme approved by the Divisional Engineer. The method and system of carrying out the work will be described by him or his representatives.

35. A certificate should be attached alongwith the tender papers as the tender/s has / have purchased copy of the schedule of rates of S. E. Railway and gone through all conditions of the contract and rates specifications

etc. embodied herein.

36. The deduction of Income Tax at source at the rate of 2% shall be made from the contractor's bills in terms of provision in section 194 – C of the Income Tax Act 1961.

37. During execution of works against this contract, the contractor will be responsible for antilarval work at his/their own cost.

38. The tenderer should sign every page of the tender documents and submit all of them.

39. The contractor shall employ the following technical staff during the execution of this work.

- i) One graduate Engineer when the cost of the work to be executed is Rs.15 Lakhs and above.
- ii) One qualified Diploma Holder (Junior Engineer) when the cost of the works 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 contractors fail to employ technical staff as aforesaid he shall be liable to pay a reasonable amount not exceeding a sum of Rs.2,000/- (Rupees two thousand only), for each month of default in case of Graduate Engineer and Rs.1,000/- (Rupees one thousand only), for each month of Default in case of Diploma Holder (overseer).

The decision of the Engineer – in-charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor.

40. In case the overall value of the tender by a public sector undertaking of the state or Central Government is upto 10% higher than lowest tender of a private tenderer the Railway reserves the right to give preference to the tender of such public sector undertaking ignoring the lower tender.

Divl. Railway Manager (Engg.)
S. E. Railway
For & on behalf of the President of India.

The above conditions are read, understood and accepted by me/ us.

Tenderer/s.

Certified that I/ We, have purchased a copy of the schedule of Rates of the S. E. Railway and gone through all conditions of contract and rates specifications etc. laid down therein.

Signature of Tenderer/s.

SOUTH EASTERN RAILWAY

Additional Conditions of Tender

Tenderer(s) should to be furnished the Xerox copy / copies of the following in support of his / their Tender.

- (i) Income Tax Clearance Certificate : The Tenderer(s) is/are required to produce along with the tender an aauthorised copy of the Income Tax Clearance Certificate or a Sworn Affidavit duly countersigned by the Income Tax Officer to the effect that He/They have taxable income.

(ii) Tenderer(s) Credentials.

Document testifying Tenderer/s previous experience and financial status should be produced along with the Tender or when desired by the competent authority of S.E.Railway.

Tenderer(s) who has/have not carried out any work so far on this Railway, they should submit along with his/their tender credentials to establish.

- (i) His capacity to carry out any works satisfactorily.
(ii) His / Their Financial status supported by Bank referrence and other documents.
(iii) Certificate duly attested and testimonials regarding contracting experience for the type of job for which Tender is invited with list of works carried out in the past.

Non-compliance with any of the conditions setforth therein above is liable to result in the Tender being rejected.

The Contractor/s approved for the works in various categories shall have the option to deposit the Earnest Money for each individual works or furnish Standing Earnest Money at the rates indicated below:-

The Contractor/s borne on the Approved list only will have the facility of Standing Earnest Money. The Standing Earnest Money for the various works shall be as follows:-

- (i) For works costing upto Rs.10 Lakhs.(Class "D" Contractors)Rs.15,000/-
(ii) For works costing more than Rs.10 Lakhs and upto Rs.25 Lakhs.. Rs.35,000/- Class "C" Contractors.)
(iv) For works costing more than Rs.25 Lakhs and upto Rs.50 Lakhs.Rs.75,000/-
(Class "B" Contractors)
(iv) For works costing more than Rs.50 Lakhs and upto Rs.1 Crore. Rs.1,50,000/
(Class "A" Contractors.)

The standing earnest money of a particular monetary slab has to be separately deposited for both I.e. open line organisation and for Construction Organisation and with respective Organisation as recommended vide para 2.5.4.11. Para 2.5.4.11 is Contractors having Standing Earnest Money (SEM) may avail this facility in that organisation only.

Contd.,,2)

The Teenderer(s) are requested to furnished his/their following particulars/documents to be submitted along with the Tender and mark which is applicable to you/yours.

1. Respective Constitutions i.e.

- (a) Individual.
- (b) Partnership
- (c) Public Ltd. Co - Operative or Private Ltd.
- (d) Company.

and submit the documents there on as required by law.

2. Bank Account (Current) Number with the Name of Bank and Branch.

3. The S.E.Railway Engg. Dept. Schedule of Labour and Materials Rates 1992 Vol.1 and General Condition of Contract and Standard Specification Vol.II (2001 Revd Ed.) with correction slips upto date will be applicable in this contract.

4. MAINTENANCE PERIOD :-

The maintenance period for the works as referred in Clause - 47 of G.C.C unless and otherwise mentioned shall be as follows :-

- a) Repair and maintenance work including White Washing / Colour washing - **3** (Three) Calender months from the date of completion.
- b) All new works except earth work - **6** (Six) calender months from the date of completion.

following documents should be specified for submission along with tender.

- a) List of personnel Organisation available on hand and proposed to be engaged for the subject work.
- b) List of Plant & Machinery available on hand (Own) and proposed to be inducted (Own and hired to be given separately) for the subject work.
- c) List if works completed in the last three financial years giving description of work, organisation for whom executed, approximate value of contract at the time of award date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.
- d) List of works on hand indicating description of work, contract value, approximate value of balance work yet to be done and date of award.

N O T E :

(i). In case of items © and (d) above supportive documents/certificates from the Organisations with whom they worked/ are working should be enclosed.

(ii). Certificates from private individuals for whom such works are executed/ being executed should not be accepted.

5. Tenderer(s) / Contractor(s) should be furnished his / their list of Equipments & Plant, etc. available with his / their offer which can be used in Train Accidents / Natural Calamities involving human lives under the Kharagpur Division. Equipment & Plants, etc will be utilized in Kharagpur Division with the mutual as hiring basis.

Date :.....

Signature of the Tenderer/s

2.0 INSTRUCTION TO TENDERER(S)

2.1 Documents Part of this Tender.

Sl. No.	Document Name	Published By	Referred in this Documents As
1	South Eastern Railway Schedule of Labour And Material Rates 1992 Vol 1 latest with Correction slip issued up to date of opening of tender.	South Eastern Railway	SOR 2001.
2	<p>General Condition of Contract and Standard Specifications. (Vol. 2) with latest Correction Slip issued up to date of opening of tender and corrections regarding ‘Earnest Money’ ‘Security Deposit’ and ‘Performance Guarantee’ and “Risk and Cost” as detailed below and corrections to 62(B) (e) as follows:</p> <p>The sentence “and adopt either or both of the following courses read with proviso (x) & (y) stands deleted.</p> <p>The following line is added at the end of sub clause (2)(c) of Clause 62:-</p> <p>The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.</p> <p>Sub clause 2 (d) of Clause 62 is deleted.</p> <p>Clause 51(3) is deleted since it is already covered under the revised Security Deposit clause 16(1).</p>	South Eastern Railway	GCC 2001

Note: The terms “Correction slip” as referred to in this tender document includes the following terms also.

- . Addendum slip.
- . Correction slip.
- . Addendum slip and corrigendum slip which are issued in consecutive serials.

2.5 Earnest Money:

2.5.1 The Tender must be accompanied by a sum, as mentioned in this tender, as Earnest Money.

The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. **The Earnest money shall be 2% of the estimated tender value as indicated in the Tender Notice.** The earnest money shall be rounded to the nearest Rs.10.

(a) The Earnest Money shall be in cash or in any of the following forms:

- (i) Deposit receipts, pay orders, demand drafts. These forms of earnest money should be either of the State Bank of India or of any of the nationalized banks. No confirmatory advice from the Reserve Bank of India will be necessary.
- (ii) Deposit receipts executed by the Scheduled Banks (other than the State Bank of India and the Nationalised Banks) approved by the Reserve Bank of India for this purpose. The Railways will not, however, accept deposit receipt without getting in writing the concurrence of the Reserve Bank of India.

(b) Earnest money may be accepted in the following forms:

- (i) A deposit in cash,
- (ii) Government securities at 5% below the market value,
- (iii) Deposit receipts, pay orders or demand drafts. These forms of earnest money could be either of the State Bank of India or any of the Nationalized Banks,
- (iv) A deposit in the Post Office Saving Bank,
- (v) National Savings Certificates,
- (vi) Twelve Year National Defence Certificates,
- (vii) Ten Year Defence Deposits,
- (viii) National Defence Bonds,
- (ix) National Savings Certificates,
- (x) Time Deposit Account which came into force on 16.03.1970 and notified under Ministry of Finance, Notification No. F3(7)NS/70 dated 28.02.1970,
- (xi) IRFC Bonds.

Note:- (vi) to (viii) These certificates/ bonds may be accepted at their surrender value.

2.5.2 The Earnest money is to be endorsed in the same of FA & CAO/South Eastern Railway, Garden Reach, Calcutta.

2.5.3 Earnest Money in the form of Guarantee Bonds will not be accepted.

2.5.4 The Tenderer(s) shall keep the offer open for a period of 90 days from the date of opening of the Tender. It is understood that the Tender Documents have been sold/issued to the Tenderer(s) and the Tenderer(s) is/are being permitted to the tender in consideration of the stipulation on his/their part that after submitting his/their tender he/they will not resile from his/ their offer or modify the terms and conditions thereof in a manner not acceptable to Chief Engineer, S.E.Railway. Should the Tenderer(s) fail to observe or comply with the foregoing stipulations, Railway shall forfeit the Earnest Money deposited with the tender.

2.5.5 The Earnest Money of the Unsuccessful Tenderer(s) will be returned to the Unsuccessful tenderer(s). However Railway shall not be responsible for any loss or depreciation that may happen to Earnest Money while they are in Railways possession, nor be liable to pay interest thereon. The tenderer should give the option of returning the EMD of the unsuccessful tenderer whether to be sent by Regd. Post or to be collected by them personally. Live contact numbers and fax numbers may be given on letter pad.

2.5.6 If the tender is accepted, the amount of Earnest Money will be retained and adjust as Security Deposit for the due and faithful fulfillment of the Contract. This amount of Security Deposit shall be forfeited if the tenderer(s) / Contractor(s) fail to execute the Agreement Bond within 7 days after the receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days after receipt of the orders to that effect.

2.6 **Security Deposit:**

2.6.1 The Earnest Money deposited by the Contractor with his tender will be retained by the Railways as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the Contractor in cash or may be recovered by percentage deduction from the Contractor's "on account" bills. Provided also that in case of defaulting contractor the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.

2.6.2 Unless otherwise specified in the special conditions, if any, the Security Deposit/ rate of recovery/ mode of recovery shall be as under:-

Security Deposit for each work should be 5% of the contract value.

The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.

Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.

2.6.3 Security Deposit 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 the contract. If this Competent authority is of the rank lower than JA grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railway against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

2.7 Performance Guarantee (P.G):

- (a) The successful bidder will give the Performance Guarantee in the form of an irrevocable bank guarantee amounting to **5%** of the contract value.
- (b) The performance Guarantee shall be furnished by the successful contractor after letter of acceptance has been issued, but before signing of the agreement and shall be valid upto expiry of maintenance period. The agreement should be signed within **15 (fifteen)** days after the issue of letter of acceptance and Performance Guarantee shall also be submitted within this time limit.
- © Performance Guarantee will be released after satisfactory completion of the work and maintenance period is over. The procedure for releasing will be same as for Security Deposit.
- (d) *Wherever the contracts are rescinded, the security deposit will be forfeited and the Performance Guarantee will 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 will be debarred from participating in the tender for executing the balance work. If the failed contractor is a **JV** or a partnership firm, then every member / partner of such a firm will 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.

Date:-

Signature of the Tenderer(S)

REVISED MODEL FORM OF BANK GUARANTEE BOND.

GUARANTEE BOND.

B/GNo.....

Date:.....

To,
The President of India.
Acting Through.
The Sr.Divisional Engineer ,
South Eastern Railway
Kharagpur.

Dear Sir,

In consideration of the President of India (hereinafter called "The Government") having agreed to exempt (hereinafter called "The said contractor/s) from the demand, under the terms and conditions of an Agreement dated made betweenandfor(hereinafter called "The said Agreement") of security deposit for the due fulfilment by the said contractor/s of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs.....(Rupeesonly).

We,.....(indicate the name of the bank).....(hereinafter referred to as "the bank") at the request of _____(contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs._____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

We.....(indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failed to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.

We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) /supplier(s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) /supplier(s) shall have no claim against us for making such payment.

We.....(indicate the name of bank).....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance/ of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ office/Department). Ministry of _____certifies that the terms and conditions of the siad Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____we shall be discharged from all laiability under this guarantee thereafter.

We, (indicate the name of bank.....) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor's from time to time or to postpone for any or from time to time any of the power exercisable by the government against the said contractors and to forbear or enforce any of the terms and conditions relating to 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 for bearance, act or omission on the part of the Government or any indulgence by the government to the said contractor(s) or any such matter or thing whatsoever which under the law relating to surities would, but for this provision, have effect or so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the Contractor(s)/Supplier(s).

We, (indicate the name of bank).....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated. the _____day of.....2008
for.....
(indicate the name of bank)
.....

2.7.1 Amendment Para of Instruction to Tenderer(S)

The modified clauses /provisions shall be applicabe with prospective effect as per Rly. Bd's letter no. 2007/CE.1/CT/18 , dated, 28.09.2007.

1. Introduction of Performance Guarantee(PG)

A clause of Performance Guarantee was introduced in GCC vide item(3) of Annexure to Board's letter No. 2003/CE-I/CT/4(Pt) dated 12/16.5.06 in lieu of risk action procedure. This clause stands modified as under:-

“The procedure for obtaining Performance Guarantee is outlined below:-

The successful bidder shall submit a Performance Guarantee (PG) in the form of an irrevocable bank guarantee amounting to 5% of the contract value.

A Performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement . The agreement should normally be signed within 15 days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case , the time for completion of work gets extended , the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

The Performance Guarantee (PG) shall be released after the physical completion of the work based on the ‘Completion Certificate ‘ issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on ‘No Claim Certificate’.

Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership.

The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

Failure by the contracator to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Gurarantee.

Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer.

The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

Signature of theTenderer/s.

Contd.....

3. Earnest Money Deposit (EMD)

The rules concerning Earnest Money Deposit modified vide Board's letters Nos. 2003/CE-I/CT/4 Pt-I dated 12/16.5.06 (item (i) of the Annexure) and letter no. 07.12.06 2003/CE-I/CT/4 Pt-I dated 07.12.06 are further amended as under:-

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

4. Solvency Certificate

In partial modification in para 2.3.4.1 of Annexure-1 of Board's letter No.94/CEI/CT/4 dated 17.10.2002, the requirement of Revenue/Banker Solvency Certificate as one of the minimum eligibility criteria (Vide item (i) of the table under para 2.3.4.1 of the above referred Board's letter) stands deleted. However, the Tender Committee shall still examine the overall financial soundness of the tenderers based upon the volume of work handled, turn over, balance sheet etc.

5.Submission of modified P.G.

Copy of proper prescribed format on which BGs are accepted from the contractors are enclosed with the tender document .

The contractors , whom the work will be awarded , BGs to be submitted by them should be sent to the organization directly by the issuing bank under Registered Post(A.D).

In exceptional cases, where the BGs are received through the contractors, suppliers etc, the issuing branch should be requested to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the guarantee directly to the organisation with a covering letter to compare with the original BGs and confirm that it is in order.

Signature of theTenderer/s.

Contd.....

Due to misprint in the booklet following are to be modified:-

The heading of Price Variation Clause in page 14 will be read as “(For the other works contracts)”.

- (ii) In page 17 Space for description F , E_0 , D_0 and D will be read as
- F** - Average of Index Number of Wholesale price – By Groups and Sub-Groups for Fuel, Power, light and Lubrications as published in the R.B.I. Bulletin **for the three months of the quarter under consideration.**
 - (b) E_0 - 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.
 - (c) D_0 - 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** - Average of 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 three months of the quarter under consideration.**

The heading of Price Variation Clause in page 19 will be read as “(Earthwork, Ballast & quarry product, Tunneling)”.

Third para of page no. 19 will be read as “Adjustment for variation in prices of cement, steel material, labour, fuel, explosives, detonators shall be determined in the manner prescribed below : “.

The space for description of R and I in the page no. 20 will be read as

- (a) R** - Gross value of the work done (excluding the value of Steel or Cement supplied) by the contractor as per on account bills excluding cost of materials supplied by Railway at fixed price. This will also exclude specific payment, if any, to be made to the consultants engaged by the contractors (such payment will be indicated in the contractor’s offer).
- (b) I** - Average of Consumer price Index Number for Industrial Workers – All India – published in R.B.I. Bulletin **for the three months of the quarter under consideration.**

Date:-

Signature of the Tenderer/s.

SOUTH EASTERN RAILWAY
TENDER FORM
SCHEDULE OF RATES AND QUANTITIES
(Rates to be quoted by the Tenderer/s)

- 1 **Name and place of work:-** TRR(P)/(S) of the existing SH 52kg 72UTS / 60Kg 72UTS rail laid on PSC - 5/PSC - 6 sleepers with SH 52kg 90UTS/ new 52kg / 60kg 90UTS(LWR) rails for Up shunt, 1st loop & R. Line 1 & 2 at Santragachi yard, at Km. 1.6 - 3.1 (Up) 5.9 - 6.2 & 6.6 - 6.9 (Up) inbet. HWH - SRC, 10 Km. at different link lines of ACC Link and Casual rail renewal of existing SH 52kg/90R/90LB rail with new 52kg 90UTS rails on common Loop line No.2 & 3 of BVA yard under the jurisdiction of Sr.DEN/East/KGP.
- 2 **Approximate value of Work :** **Rs. 43.48.813/-.**

Sl. No.	Description of Work	Departmental Estimated cost	Rates to be quoted by the tenderer/s (in fig. & words.)
1	Execution of all works covered under Schedule - 'A'.	Rs. 43.48.813/-%***.....above / below the Departmental Estimated Cost of Annexure 'A' .
NOTE:-			

*** Strick out the word which is not applicable.

Eligibility criteria :-

- The Contractor/Agency 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%** (thirty five percent) of advertised tender value of works. The definition similar nature of work i.e. " Execution of P.Way works on running line."
- Total contract amount received during the last 3 (three) years and in the current financial year should be a minimum of **150%** (One hundred fifty percent) of advertised tender value of work. The certificate produced by the Tenderer / Contractor to this effect should be an attested certificate from the employer/client or audited balance sheet duly certified by the chartered Accountant etc.
- The certificate of satisfactory completion/execution issued by the competent authority or the agency/organisation who has awarded the work to the contractor to be submitted at the time of submission of tender along with relevent credentials. Non submission of the certificate of satisfactory completion/ execution of work as required may cause the tender to be rejected .

No PEMD/ SEMD in Open line i.e. in KGP Division or Construction Organisation will be applicable and all tenderers should note that Earnest Money Deposit has to be deposited in favour of FA & CAO, S.E.Railway, Garden Reach Calcutta, duly accounted for, in favour of the tenderer and can be deposited in any acceptable form as mentioned in the Tender Documents.

NOTE : -

- The tenderer/s should quote single percentage both in words and figures.
- The work must be completed in all respect in 06 (Six) months from the date of issue of acceptance letter.

SOUTH EASTERN RAILWAY

SCHEDULE OF RATES AND QUANTITIES

1. Name and place of work :- TRR(P)/(S) of the existing SH 52kg 72UTS / 60Kg 72UTS rail laid on PSC - 5/PSC - 6 sleepers with SH 52kg 90UTS/ new 52kg / 60kg 90UTS(LWR) rails for Up shunt,1st loop & R. Line 1& 2 at Santragachi yard, at Km.1.6 - 3.1 (Up) 5.9 – 6.2 & 6.6 - 6.9 (Up) inbet. HWH - SRC, 10 Km. at different link lines of ACC Link and Casual rail renewal of existing SH 52kg/90R/90LB rail with new 52kg 90UTS rails on common Loop line No.2 & 3 of BVA yard under the jurisdiction of Sr.DEN/East/KGP.

2. Approximate cost of the Work : Rs. 43,48,813/-

Sl. No.	Description of work	Approx. Qty.	Unit.	Departmental Estimated cost	
				Rate	Amount (Rs.)
	SCHEDULE - 'A'				
1.	Works covered by the section 'Z' (P.Way works) except deep screening / shallow screening of 'Z' section i.e. Z /1 to Z / 4, Z /67 to Z / 70 & Z/120 of S.E.Rly. S.O.R. '2001, Vol. I	Rs.17,96,656/- (Basic cost)		46.99 % above	26,40,905 /-
2	Transportation of P.Way materials from any where to work site including contractor's vehicle, loading, unloading and stacking material neatly at nominated locations as indicated by the Engineer-in-charge at the Stn. Yd limit with all contractors labour vehicles, tools, consumable with all lead and lift and taxes any other charges.				
	a) Lead up to 50 Km (average)	76,624 Km	Per MT KM	6.54	5,01,122/ -
3.	Anti corrosive bituminous painting on rails by approved anti corrosive bituminous paint, the rate includes scraping of rail surface including underside of flange, opening of ballast between sleeper for scraping & painting of underside of flange surface and putting back the ballast to make proper / ballast profile, removing the ERC and Liners for scraping & painting of flange surface under liner and refixing the Liners and ERC to its proper position. After scraping of rails the initial reading of Alcometer to be measured and recorded. Two or more coatings of Anti corrosive bituminous paint to be applied at proper interval and final thickness of paint measured shall not be less than 200 micron after deducting the initial reading of Alcometer on bare rail surface. The rate includes the cost of paint, labour charge for scraping, painting and other related works all tools & plants, taxes, transportation charges from Shop to PWI's store & PWI's store to site of work complete as per direction of Engineer-in-charge.				
	(a) For 52/ 60 kg. Rails on track.	28836 Mtr.	Per mtr.	41.85	12,06,786/-
	TOTAL for SCHEDULE – 'A'				Rs.43,48,813/-

Signature of the Tenderer.

(Contd...3)

NOTE :

1. Works will have to be carried out as per Railway's specifications as laid down in various Manual and Codes as directed by the Engineer-in-charge or his Representative at site.
2. All track protection arrangements will be done by the Railway.
3. The contractor will be responsible for all new materials except Rails issued to him and released from track, until fixed in position and handed over to PWI-in-charge at his station depot. The materials will not be taken over in mid section and contractor will be responsible for guarding the materials until it is carried to station depot and handed over to PWI concerned. No extra amount will be payable on this account.
4. In case contractor fails to return the unused and excess materials issued to them and released materials, the cost of such materials will be deducted from the contractor's dues as per Railway's rules laid down in S.E.Rly General conditions of contract and standard specifications -2001, VOL-2, (Revised Edition).
5. The work may have to be done under traffic block to be arranged by the PWI concerned as per pre-determine programme and will be done according to the traffic movement conditions.
6. The contractor will hand over the track in a safe conditions to the entire satisfaction of the Engineer-in-charge or PWI on the end of block period. If on completion of block period the track is not considered safe by the Engineer-in-charge or PWI-in-charge, the track will be attended by the PWI concerned with Railway's labour for making it safe for traffic. Railway, for this purpose will be recovered from the contractor's dues. No formal notice to the contractor will be necessary for deputing Railway's labour in such occasions The Railway will not be responsible for compensation towards contractor's idle labour in case traffic block can not be arranged to the contractor as per programme due to unfor seen reasons.
7. All works will be done as per the programme fixed by the Engineer-in-charge or his PWI concerned and as per their direction only.No work will be executed by the contractor without the presence of PWI
8. Maintenance of dip lorry will be done by the contractor at his own cost during the execution of the above mentioned work. programme of the work will have to be stepped up by supplementary contractor's own dip lorry / Rail dolly, incase Railway's dip lorry / Rail dolly are not available. No extra payment will be paid to the contractor on this account.
9. All items of works required to be carried out with contractor's labour and materials.
10. Engineering block working may have to be executed during night hours with contractor's lighting arrangement. No extra will be paid on this account.
11. Materials to be supplied by the contractor should be got approved by the Engineer-in -Charge before use.
12. The General conditions of contract will be governed by the S.E.Rly. General conditions of contract and standard Specifications 2001, Vol.2, with all correction slips up-to-date.
13. The centre line marking shall be pegged out using theodolite by the contractor's Engineer under the direction of Engineer-in -charge. The pegging shall be done at the contractor's cost. The track shall be brought to this pegged alignment after deep screening during packing. No extra payment will be made for this purpose. Similarly, in curves, re-alignment of the curve shall be done during packing of the track based upon the sleeves calculated by the Engineer-in-charge. The theodolite is to be arranged by the Contractor at his own cost. The Railway may consider the request of the contractor for supplying of theodolite free of cost for measurement, however, contractor will not have any claim for not supplying theodolite.

Signature of the Tenderer/s

(Contd.....4)

14. The longitudinal Rail level shall be taken and plotted in terms of the C.E.'s Circular No. 164. The reduced level of the track shall be taken using level instrument by the Contractor's Engineer under the direction of Engineer-in-charge. The level instrument shall be arranged by the Contractor on his own. The Railway may consider the request of the contractor for supplying level instrument free of cost for measurement. However, contractor will not have any claim for not supplying level instrument to him.
15. Following records shall be maintained duly signed by the Contractor and Railway's Representatives and to be produced for making on account payment. The contractor's Engineer shall be possessing them at site of work.
 - a. Master chart showing initial level of the track. Level of track after deep screening and final level of the track to be achieved and final level of track actually achieved.
 - b. Level Book.
 - c. Track parameters Register showing gauge and cross level at every 3.6 m. interval and alignment on 7.2 m chord after each through packing.
 - d. Welding Register as per the proforma approved by the Engineer-in-charge.
16. The sleeper numbering shall be done using paint at the End the each sleeper after the sleeper renewal as per the direction of Engineer-in-charge at the contractor's cost. No extra payment shall be given to the contractor for this purpose.
17. In case the released sleepers are damaged AEN concerned shall give a certificate to this effect and the payment with-held shall be released to the contractor.
18. In case the sleepers are reusable and are required to be stacked in the mid-sections AEN concerned shall certify accordingly and the payment with-held as aforesaid shall be paid to the contractor based on AEN's certificate.
19. Progress may get affected due to the short supply of P.Way materials due to the unforeseen reasons. No claim shall be entertained from the Contractor in this regard.
20. Supply of Railway's P.Way materials will be subject to availability of the same and they will be supplied to the Contractor as and when available. The Contractor shall have no claim what-so-ever on this issue.
21. The Contractor with the help of his Engineer or Diploma holder , as the case may be , shall make necessary Drawings, sketches, plotting, peg markings etc. as directed by the Engineer-in-charge. No extra cost shall be claimed on this account.
22. Engineering block working may have to be executed during night hours with contractor's lighting arrangement . No extra will be paid on this account.
23. THE contractor has to arrange a set of Gas cutting equipment with labour and materials at all times at the site of work to attended emergences etc. No extra will be paid on this accouts.
24. The rate quoted is inclusive of all lead, lift, sales tax, income tax, all other taxes payable to local authorities, unloading, carrying, handling, transportation and all other incidental charges related to this work.
25. Dressing of ballast should be done as per standard ballast profile of LWR manual by using contractor's tenpelate and hemp chord. Excess Ballast shloud be distributed unifounly within free lead of 100m.
26. All Pandrol clips and liness should be grcased after through packing / rail renewal, sleeper renewal etc. Grcase graphite will be provided by Railway. No labour charges will be paid to the contractor for Greasing of pandrol clips and Liners.
27. There shall be an assurance register kept at each site which will have to be signed by both, I.e. Railway Supervision or his representative as well as the contractor's supervisor as a token of their having understood the safety precautions to be observed at site.
28. In case of exigency, th contractor has to execute the work in any section of Sr.DEN / E / KGP's jurisdiction.

Signature of the Tenderer/s

(Contd.....5)

29. Tenderer(s)/Contractors has to depute his Supervisor/ Operator(s) in connection with the execution of P.Way works to Railway's Zonal Training School at Sini as per instruction of Engineer - in - charge Contractors/Tenderers has to bear the all expenses of his supervisors / operators in connection of the Training charges. This training is required fo safe execution of P.Way works for Contractor's supervisors.
31. **Variation in contract quantities: -**
- i) Individual NS items in contract will be operated with variation of plus or minus 25% and payment will be made as per the agreement rate.
 - ii) In case of increase in quantity of an individual item by more that 25% of the agreement quantity is considered as unavaiable the same will be got executed by floating a fresh tender. If,floating a fresh tender is considered not practicable negotiations will be held with the existing contractor for arriving at reasonable rates for additional quantities in excess of 125% of agreement quantity.
 - iii) The limit for varying quantities for minor value items will be 100% (as against 25% prescribed for other items) A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
 - iv) No such quantity variation limit shall apply for foundation items.
 - v) For SOR items the limit of 25% will apply to the value of SOR schedule as a whole and not an individual SOR items. However in case of NS items the limit of 25% will apply on the individual items irrespective of the manner of quoting the rate (Single percentage rate of individual item rate).
 - vi) The aspect of vitiation of tender with respect to variation in quantities shall be checked.

Date

Signature of the Tenderer/s

**S.E.Railway
Special Condition of Painting Rails.**

Painting of In – service Rails with Anti-corrosive Bitumen block point as per IS : 9862 with grease around the liner.

1.Surface preparation:

- 1.1 Surface preparation shall not be done unless the approved points in sufficient quantities are available in stock at site. Sufficient area should be taken in preparing the surface. The surface shall be made free from oil, grease and dust. The surface shall be rubbed with wire brush and sand paper etc. The tools used may be hand or power operated such as scrappers, wire brushes, sand paper, pumice stones etc. Wire brushing should be invariably be done at the end so as to obtain a uniform rubbed surface. The surface prepared should be checked by visual observation for uniformity of surface by Engineer-in-charge.
- 1.2 Special care should be taken in preparing the surface at the weld collars, liner contract areas.

2. Surface preparation/ painting shall not be done in the following conditions:

- (i) When the ambient temperature is below 10⁰ Centigrade or above 50⁰ Centigrade.
- (ii) In rainy season.
- (iii) During night.
- (iv) In Winter before 8.00 AM.
- (v) In Summer between 11.00 AM. and 3.00 PM on areas that are likely to be exposed to direct sun light.
- (vi) Extremely windy / moisture / dust flowing conditions.
- (vii) Chemicals should not be used for surface preparation.

3. Painting Scheme:

- (i) **1st coat:** Anti corrosive bituminous block paint conforming to IS : 9862 – 1981 to a thickness of 100 microns.
- (ii) **2nd coat:** **Anti corrosive bituminous block paint conforming to IS : 9862 – 1981 to a thickness of 100 microns.**

4. Method of painting:

A speed restriction of 30 km ph shall be imposed in a selected stretch and only alternate ERC's are removed either in idea of the gauge face or outside of the gauge face. This work should be planned only when rail temperature is likely to be within the range td-20⁰C to td+10⁰C. At no point of both inside and outside ERC's even on alternate sleepers should be removed at alternate sleepers and on completion of surface preparation, bituminous black conforming to IS: 9862-1981 shall be applied to a thickness of 100 microns and allowed to dry for 8 hours. Subsequently the second coat shall be applied to a thickness of 100 microns and allowed to dry for 8 hours. The liner and ERC's are fixed to the rails. All the liners shall also be painted with anti-corrosive black after duly cleaning the surface. Similarly, in the same caution order, alternative left over ERC's are removed and painting done as indicated above.

5. Treatment of Rail Surface near Liner:

In corrosion prone areas, wherever considered necessary, at the time of initial provision as well as annual cleaning of central leg of elastic rail clips, Graphited grease grade 'O' to IS 408 shall be applied on the under side of liners as also the corresponding area of the rail foot. To avoid in grease of toilet dropping as well as moisture to the surface of liner and rail foot, grease shall also be applied along the boundary of liner so as to seal the liner boundary. The necessity and frequency of grease application under and around the liners may be decided based on experience.

Signature of the Tenderer/s

(Contd...7)

6. All materials to be supplied by the contractor should be got approved by the Engineer – in - charge before use.

7. **The rate include :-**

(a) Full ERC greasing of all the ERCs will be done by contractor with railways grease.

(b) Treatment of rail surface near liner as per note no.5 above.

8. 2 (Two) Nos. new digital Alcometers of approved brand will be supplied by the contractor for taking measurements of paint thickness. These will remain in the custody of concerned PWI – in – charge of the work will become property of railway after completion of work.

9. At certain locations, the painting of only innerside of rails may be required to be done. For such locations written order will be given by concerned ADEN. This painting will involve painting of inner web and top of inside flange only. In this case payment equal to 0.33 times the rate given above will be paid.

10. Unless specifically mentioned in the schedule of rates all materials required for execution of work will be supplied by the contractor free of cost as per standard specifications and approved by the Engineer-in-charge.

Date

Signature of the Tenderer/s