

KONKAN RAILWAY CORPORATION LTD, RATNAGIRI.
NOTICE INVITING TENDER

To,

Sealed tenders are invited for the work cited as per the following details. Necessary tender documents may be obtained from this Office on any working day from 11.00 hrs.of 27.01.2010 upto 13.00 hrs. of 11.02.2010, on payment of tender form fee as mentioned by cross demand draft in favour of Konkan Railway Corporation Ltd., Ratnagiri payable at Ratnagiri. Tenders without EMD are liable for rejection. However, tenderers who have already deposited EMD with C.O./Belapur need not deposit EMD separately and shall only specify the details.

Name of work : Protective works in MIDC cutting
between Km.345/800-346/700 under
SSE/Kankawali section.

TENDER NO. : KR/RN/W/2010/02

ESTIMATED COST OF WORK : Rs.9,01,930/-

COMPLETION PERIOD : Two Months

EARNEST MONEY DEPOSIT : Rs.18,100/-

LAST DATE AND TIME FOR DEPOSITING
SEALED TENDERS IN THE TENDER BOX : 11.02.2010 upto 15.00 hrs.

PLACE OF DEPOSITING/OPENING OF
TENDER : Office of the Sr.Regional
Engineer,KRCL/Ratnagiri.

TIME AND DATE OF OPENING : 11.02.2010 at 15.30 hrs.

COST OF TENDER FORM : Rs.500/- (+) Rs.63/- (Sales Tax)

In case the SEMD paid by the contractor is less than the above mentioned Earnest Money deposit the contractor has to remit the total amount of EMD in form of DD in favour of Konkan Railway Corpn.Ltd., Ratnagiri from any Nationalised/Scheduled Banks.

Tender will be opened in the office of Senior Regional Engineer, Konkan Railway Corporation Ltd., Ratnagiri in the presence of authorised representative of tenderer/contractor. In case the date of tender opening happens to be holiday, the tender will be opened on the next day at the same time and place.

Corporation reserves the right to accept/reject one or all tenders without assigning any reason.

NOTE: This tender notice is only for *eligible contractor registered with Konkan Railway Corporation Ltd.
(Eligibility - EW Class - A,B,C,D)
(Tender notice as well as tender document are available on KRCL WEB site : www.konkanrailway.com)

Sr.Regional Engineer,
For Konkan Railway Corpn.Ltd.,
Ratnagiri

KONKAN RAILWAY CORPORATION LIMITED
TENDER FORM

To,

The Sr.Regional Engineer
Konkan Railway Corporation Ltd.
M.I.D.C. Mirjole,
Ratnagiri.

I/We -----have read the various conditions of tender attached hereby agree to abide by the said conditions. I/We also agree to keep is tender open for acceptance for a period of 90 days from the date fixed for opening the same. I/We after to do the works relating to tender No.KR/RN/W/-----dated -----for the work of -----
-----.

1. I/We hereby bind my self/outselves to complete the works within the time limits specified in the conditions of tender.
2. I/We also hereby agree to abide by the "Regulations for Tenders and contracts for works General Conditions of Contract,1991 and "Standard Special Conditions of Contract" of the Konkan Railway Corporation Limited as amended up to date and the Additional Special Conditions of Contract annexed to the tender and to carry out the works according to the specifications for materials and works laid down by the Corporation for the present contract.
3. I/We acknowledge that "Regulations for Tenders and contracts for works", "General Conditions of Contract" and "Standard Special Conditions of Contract" as issued by Konkan Railway Corporation will form part of the tenders/contract documents even though they are not attached to the same.
4. I/We hereby declare that I/We shall employ on monthly salaries experienced Civil Engineering graduates and/ or diploma holders in adequate numbers for each shift of working as indicated in tender document to the entire satisfaction of Engineer-in-Charge of works of the Corporation.
5. A sum of Rs.-----is hereby forwarded as Earnest Money Deposit in the form of cross demand draft drawn in favour of Konkan Railway Corporation Limited payable at Ratnagiri without prejudice in any other rights or remedies available to the Corporation the said full amount of EMD shall stands forfeited if.

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- a) I/We fail to keep the offer open for a period of 90 days (ninety only) days from the date fixed for opening of the tender or resile from my/our offer or modify the terms and conditions thereof in a manner not acceptable to the Konkan Railway Corporation Limited.

OR

- b) I/We do not execute the contract agreement documents within seven days after the receipt of acceptance letter/letters of interim issued by Corporation that such document are ready.

OR

- c) I/We do not commence the work within ten days after the receipt of orders to that effect.

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

SIGNATURE OF TENDERER(S) /
CONTRACTOR(S)

DATE :

ADDRESS :

SEAL :

Signature of Witnesses :

Regional Railway Manager
Konkan Railway Corporation Ltd.
Ratnagiri

CORRECTION SLIP

CORRECTION SLIP TO CLAUSE 40.2 OF GENERAL CONDITIONS OF CONTRACT OF KRCL

VARIATIONS IN QUANTITIES

- 40.2(a) Unless otherwise specified in the Special Conditions of contract, the accepted variation in quantity for each individual item of the contract would be upto 25% of the quantity originally contracted, except in the case of foundation work. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual items of works.
- 40.2(b) In the case of earthwork the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- 40.2(c) In the case of foundation work no variation in limit shall apply and the work shall be carried out by the contractor on agreed rates irrespective of any variation.
- 40.2(d) For the first 15% increase in the value beyond 25% of agreemental value, the rates should be reduced by 2% in the incremental value of the agreement.
- 40.2(e) For the next 10% increase in the value a further reduction in the rates by additional 2% in the incremental value of agreement to be carried out.
- 40.2(f) Execution of quantities beyond (+)50% of the overall agreemental value should not be permitted and if found necessary should be through fresh tenders or by negotiating fresh rates with existing contractor.

Signature of Contractor

Senior Regional Engineer
Konkan Railway Corporation Ltd.
Ratnagiri

SCHEDULE

Name of work : Protective works in MIDC cutting between Km.345/800-346/700
under SSE/Kankawali section.

Name of Agency :

Item No	Item Description	Unit	Rate	Qty.	Amount
01 23174	Dismantling of existing UCR masonry and clearing of debris away from worksite and disposal of the same including all leads and lifts as per the directions of Engineer-in-Charge with contractor's labour, tools & plants etc.complete.	Cum.	120.00	180.00	21600.00
02	Transportation of gabions from KRCL stores at Ratnagiri to work site including loading and unloading stacking at specified location as per direction of Engineer-in-Charge with contractor's vehicle, labours, tools etc. with all leads and lift.				
	a) Size - 4 m x 1 m x 1 m	Nos.	38.00	260.00	9880.00
	b) Size - 2 m x 1 m x 1 m	Nos.	19.00	20.00	380.00
03	Assembling and placing of gabions in position with provision of cross bracing by lace wires with contractor's labours, tools, plants and materials as directed by Engineer-in-Charge.				
	a) Size 4 M x 1 M x 1.00 M	Nos.	25.00	260.00	6500.00
	b) Size 2 M x 1 M x 1.00 M	Nos.	17.00	20.00	340.00
04 23131	Excavation in all types of soil for foundation of retaining wall/removing of collapse soil in cutting etc. with proper slope including disposal of excavated earth away from site as per instructions of Engineer-in-Charge with contractor's tools and plants, materials, labours including all leads & lift.	Cum.	60.00	600.00	36000.00

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Item No	Item Description	Unit	Rate	Qty.	Amount
05 23108	Backfilling behind the gabion wall in layers with murum obtained from KRCL land including excavation, transportation, loading & unloading including watering if requires and including compaction by portable roller with contractor's labours, tools & plants etc. complete with all leads and lift and as directed by Engineer-in-Charge.	Cum.	41.00	250.00	10250.00
06	Supplying of boulders duly breaking into required sizes of 10 cm to 20 cm to the specified locations and filling gabion in layers (like concrete) & placing flat surface of boulders to exposed surface (i.e.track side) to get uniform plane surface as directed by engineer-in-charge with contractor labours, tools, plants, materials scaffolding including all leads and lifts etc complete.	Cum.	376.00	1050.00	394800.00
				Total Rs.	479750.00

Contractor's percentage i.e. _____ at par/above/below

Grand total Rs. _____

(NOTE : RATE OF ITEMS ARE BASED ON KRSSR 2002)

I/We agree to carry out the work at _____ % in words
 (_____) at par/

Above/ Below the schedule rates.

Signature of Contractor

Senior Regional Engineer
 For and on behalf of
 Konkan Railway Corporation Ltd.
 Ratnagiri

ADDITIONAL SPECIAL CONDITION OF CONTRACT

- 01 SCOPE OF WORK : The works mainly involved are dismantling of existing UCR masonry, and removing of muck from side drain and providing gabion toe wall as per approved drawing in MIDC cutting between Km.345/800-346/700 under SSE/Kankawali section.
- a) Removing of collapse soil in side drain/excavation in all kinds of soil, murum/hard murum for foundation of retaining wall with proper slope with contractors own labour, tools, equipment etc. including disposal of muck/excavated soil away from site as directed by Engineer-in-Charge with all leads and lift and as directed by Engineer-in-Charge.
 - b) Dismantling of existing UCR masonry with contractors own labour, tools, equipment including disposal of muck away from site as directed by Engineer-in-Charge with all leads and lift.
 - c) Transportation of gabions of various size from KRCL store at Ratnagiri to site with contractors own vehicle including loading, unloading and stacking them properly at indicated locations with all leads and lift and as directed by Engineer-in-Charge.
 - d) Assembling and placing of gabions in position as per approved drawing and design with provision of cross bracing by lace wires with contractors own labour, tools, plants etc. with all leads and lift and directed by Engineer-in-Charge.
 - e) Supplying of boulders of 10 CM to 20 CM to the specified location & filling in gabions in layers like concrete to get uniform surface including filling of gap with small size metal/chips with contractors own materials, labour, tools, equipment with all leads and lift and as directed by Engineer-in-Charge.
 - f) Backfilling behind gabion wall/retaining wall with murum obtained from KRCL land in layer of 20 to 30 cm including compaction of each layer by suitable roller including watering if requires with all contractors own materials, machinery, tools, plants etc. with all leads and lift and as directed by Engineer-in-Charge.
02. Period of Completion : TWO months from the date of issuing of acceptance letter.
03. Time Limit : Time is the essence of the contract and the tenderer/contractor is required to complete the work within the period of completion.
04. Maintenance Period : Six Months from the date of completion of work.
05. As per the provision of EPF & MP Act, 1952, contractor who is engaging labour has to deposit PF amount with EPF authorities. It should be ensured that, PF registration details of the contractors are available and included in the tender document. No payment should be arranged in case of PF registration number is not made available.

In case the contractor has not registered with EPF authorities, but is liable for payment of PF amount, the amount should be recovered from due bills and paid to EPF authorities quoting the PF registration number of KRCL. Detail instructions and compliance certificate to be submitted are enclosed in Annexure-A.

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06. Gabions required for the work will be issued at Ratnagiri stores. Contractor shall make his own arrangement for transportation to site including loading and unloading with contractor's own labours, vehicles with all leads and lift.
07. Removal of silt/collapse soil from side drains of cutting and to be unloaded and disposed at the location shown by Engineer-in-charge using KRCL diploorry with contractors own labour with all leads and lift.
08. Corporation will spare diploories to train out the silt removed from the side drains. Contractor will have to return the diploories in the same working condition in which they are issued to them. Failing this, cost of repair of the diploories will be recovered from the payment. However, contractor shall be responsible for safe usage of the diploorry as prescribed in G & SR of Konkan Railway and maintenance of dip-loorry.
09. The exact location and unloading point for the removal and unloading of silt removed from side drain will be advised by the Engineer-in-charge and this is binding on the contractor.
10. After completion of work, the site shall be cleared of all muck and debris within period of 10 days from the date of completion of work. If contractor fails to do so, the muck/debris will be got removed by another agency and the cost will be recovered from the contractor.
11. Safety of labours working at site should be adequately ensured by the contractor.
12. There should not be any obstruction to the running track during execution of the work.
13. The quantities provided in the tenders are approximate and may vary as per site conditions for which no claim will be entertained.
14. Site order book, Hindrance register, daily progress register and material issue register shall be maintained at site and entries will be recorded day to day basis in the registers and signed jointly by Corporation supervisor and by the contractor or his authorised representative.
15. The materials issued to the contractor shall be properly secured and the contractor is responsible for its safe custody. The contractor shall take all the necessary precaution to prevent its damage from fire, floods etc. In case of loss of materials, the corporation will recover the cost of materials as per extent rules. The contractor shall make his arrangement for storing the materials at site.
16. The Engineer-in-charge shall approve the methodology proposed to be adopted by contractor, with a view to ensure safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirements to be adopted/followed while executing the work. There shall be an assurance register kept at each site, which will have to be signed by both i.e. Railway Supervisor or his representative as well as the contractor's supervisor as a token of their having understood the safety precautions to be observed at site.

- 17 The contractor shall employ sufficient number of technical staff who shall be qualified Graduate Engineers and Diploma Holders as required for setting out alignment, taking established bench marks, cross section level plotting, computation of quantities, taking measurements, and also for efficient supervision of various works at different work spots. The list of names, qualification and experience of these personnel should be furnished alongwith the tender documents. The contractor should also submit a list of names of graduate Engineer and Diploma holders with their Bio-data to the Corporation within 7 days from the date of issue of Letter of Acceptance. Any further changes should be advised and got approved. Minimum one graduate Engineer or one diploma Engineer shall be made available at site for supervision. (upto value of work Rs.50.00 lakhs diploma engineer and beyond 50.00 lacks graduate Engineer or Diploma Engineer in Civil Engineer having minimum 5 years of experience in similar works for supervision should be available). The experience certificate shall be issued by Sr.REN/KRCL. Failure to deploy the minimum technical staff as above will make contractor liable for penalty as under: i) No graduate engineer/or Diploma Engineer having 5 years experience- Rs.10,000/- per month or part thereof.
ii) No diploma engineer Rs.5,000/- per month or part thereof.
- 18 If any power supply connection is required for any work, contractor shall submit their request for electric connection to Engineer-in-Charge on payment basis. If it is found that, power supply connection is taken without permission, penalty will be imposed as decided by Engineer-in-Charge. Decision in this regard will be binding on the contractor. No claim will be entertained due to non-availability of electric supply, contractor shall make his own arrangement if power supply not available.
- 19 Proper care should be taken to protect the track as well as OFC cables from damage during the execution of works. If damage is occurred due to negligence of the contractor, penalty of Rs.1.00 lakh or actual whichever is more on each incidence shall be levied and binding on the contractor.
- 20 The work shall be carried out under traffic conditions. Block for carrying the work will be arranged by KRCL without affecting the train services. Contractor has to organise his works in such a way that no activity is held up for want of adequate block or non-availability block on any particular day. There shall be no detention of Railway traffic on account of any activity of the contractor or his men. Contractor will be penalised as under in case of trains detention due to his failure in clearing traffic block after ensuring safety.
i) Rs.10,000/- per hour in case of mail/express trains.
ii) Rs.5,000/- per hour in case of goods trains.
- 21 It shall be clearly understood that the contractor is personally responsible for any omission and commission on the part of men engaged by him. In case of any damages to railway/public property or injurious to the travelling public on account of failures of contractor to adhere to safety or resulting in an accident, the cost of damages will be recovered from the contractor from this work or other on going works. In addition, the contractor will also be liable for criminal prosecution as per extent rules.

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22 DETAIL INSTRUCTIONS IN ORDER TO ENSURE THE SAFETY OF RUNNING TRAINS.

- a. Handing over of work site to contractor : A written letter shall be issued from the supervisor along with a sketch indicating the jurisdiction of railway boundary, working area of the contractor indicating danger mark for infringement of machine working adjacent to railway alignment.
 - b. Layout Plan : A layout plan for OFC cable/electrical cable shall also be indicated in the work site plan which shall jointly be signed by the supervisors of all the concerned department i.e. Engineering, S & T and Electrical.
 - c. Entry of machinery in railway premises : After taking over the work site by the contractor from the supervisor concerned, he shall take a written permission from the supervisor for deploying the machines at actual work site. He shall also certify that the machine is stationed at a safe spot at the end of the day and mark such spot on the work site plan itself.
 - d. Depositing key of the machines to the concerned railway supervisor: After stabling the machineries at the nominated place by the concerned supervisor, the contractor shall deposit the key of the machinery with the railway supervisor. Next day for starting the work, the concerned supervisor will hand over the key to the operator of the machine only for the actual deployment of the machine for the work and no miscellaneous work or main work shall be permitted without the presence of railway supervisor.
 - e. Withdrawal of machines from the work site after completion of work: Even for the purpose of withdrawal of machines from work site or from the place of stabling, or any movement of machine likely to infringe track, the contractor has to take written permission from the supervisor. In order to avoid any unusual occurrence like slipping of boulder, slipping of machinery which may endanger running traffic, no contractor shall be permitted to remove the machine in absence of railway supervisor. The railway supervisor shall furnish the certificate for successful removal of machinery from the work site. In the absence of such certificate work will be treated as incomplete and all responsibility will lie with the contractor and supervisor.
 - f. Vehicles and equipments of contracts can be drafted by Railway administration in case of accidents/natural calamities involving human lives.
23. Before, tendering, tenderer/contractor shall inspect the site and get himself acquainted about availability of labour, materials, approach road, working condition etc.

Signature of Contractor

Senior Regional Engineer
Ratnagiri

COMPLIANCE CERTIFICATE

We _____, contractor of
Konkan Railway Corporation Limited do hereby certify that we have
complied all the provisions of the Employees Provident Fund and
Miscellaneous Provisions Act, 1952 in respect of employees
employed by us. We are enclosing herewith statement showing the
recoveries of contribution in respect of employees employed by us
under section 36(b) of the Employees Provident Fund Scheme, 1952
towards Provident Fund and section 22 of the Employees Pension
Scheme, 1995 towards Pension Fund for the month
of _____ and deposited the same with PF
authorities. Our Provident Fund Account Number is _____.

Place

Signature of the contractor

Date

Seal

EPF CLAUSE :

- i) The contractor shall be liable to pay before the due date his contribution, employee's contribution and other administrative charges as per provisions of the Employees Provident Fund Act as amended from time to time, in respect of all the staff and labour employed by him for the execution of the contract. In the event of his failure to follow the above provisions, the Corporation has to pay the said amount of contribution as assessed to the Provident Fund Commissioner and the Corporation will recover from the contractor the amount paid to the Provident Fund Commissioner, out of the sums due and payable to the contractor.
- ii) In such case of failure on the part of contractor, contractor shall indemnify and save harmless the Corporation from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands fo every nature and description brought or recovered against the Corporation by reason of any act or omission of the contractor, his agents or employees in connection with complying the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 as amended from time to time. All sums payable by way of compensation/penalty/damages/interest on the outstanding amounts payable by the contractor shall be considered as reasonable and be payable by the contractor to the Corporation immediately and if the contractor does not pay the amount immediately the same will be deducted from the security deposit or earnest money or any other amount available with the corporation or any moneys payable to the contractor by the Corporation.
- iii) Contractor should submit a compliance certificate along with the details of employees and recoveries made to the Konkan Railway Corporation as per the proforma enclosed hereunder every month within seven days of the close of every month as per the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 as amended from time to time.

Contractor

Senior Regional Engineer
KRCL/Ratnagiri