

KONKAN RAILWAY CORPORATION LTD**REGIONAL SIGNAL & TELECOM ENGINEER RATNAGIRI.**

TENDER No.	:	KR/RN/SG/5/TENDER/5/2009-10
NAME OF THE WORK	:	The work of Dismantling & Re-erecting of ACD Towers in RN Region.
Date & time for closing of Tender Box	:	15.03.2010 @ 15:00 Hrs
Date & time for opening of Tender	:	15.03.2010 @ 15:30 Hrs

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INSTRUCTIONS TO TENDERERS

1. GENERAL

- 1.1 The present tender is for execution of the work of Dismantling & Re-erecting of ACD Towers in RN Region.
- 1.2 The work consists (Brief description of the scope of work).
Mainly the involves Dismantling of ACD Tower with all accessories including Location box, solar panel and other accessories and re-erecting them at suitable location also dismantling of existing tower foundation.
- 1.3 Tender will be evaluated on total value of offer.
- 1.4 Tenderers are required to indicate their rates in the form of % above / at par / % below on overall estimated cost of schedule on pages._____ in the space provided for this at the end of the schedule. Percentage (above / at par / below) should be indicated in figures as well as in words.

OR

Tenderers are required to quote item wise rate in figures & words in respective columns. The total amount against each item & the total cost of schedule should be indicated in figures as well as in words in the space provided in the Tender Schedule.

2. DETAILS OF TENDER DOCUMENT

- 2.1. The tender document contains the following: -
- I. Instructions to Tenderers
 - II. Tender Notice..
 - III. Additional Special conditions.
 - IV. Schedule of work.
 - V. Standard Special conditions Contract.
 - VI. General Conditions of Contract.
- 2.2. The tender shall be governed by Special Conditions stipulated for various parts, General Conditions of the Contract, Instructions to Tenderers, Technical requirements and Schedule of work. Wherever Special Conditions of the tender differ from General Conditions of the Contract, the Special Conditions of the tender shall prevail.
- 2.3. All offers are required to be submitted at the place and time indicated in the Tender Notice. The tenderer shall obtain necessary license from the concerned Government agency and produce the same to the Corporation wherever applicable.

3. NATURE OF TENDERING

- 3.1. The envelope will bear tender number, it's description, name of the tenderer & date of opening.
- 3.2. The envelope should be addressed to the **Regional Signal & Telecom Engineer, Ratnagiri**. The tender should be deposited in the Tender Box in the office of the **Regional Signal & Telecom Engineer, Ratnagiri** before closing of the tender box before 15.00 hrs sharp on the date of opening.
- 3.3. The tenderer shall also enclose in his offer that they accept all the Corporation's terms and conditions and have not offered any counter clauses.
- 3.4. The Tenderer shall submit his offer duly indicating rates offered by them for the entire schedule as indicated above and other details as indicated in the tender document duly signing on each page of tender document.
- 3.5. Tender sealed and super scribed as mentioned above, can also be sent by Registered Post with acknowledgement due to the above mentioned office, but no tender which is received after the time and date specified above shall ordinarily be considered.
- 3.6. All corrections and over writing must be signed / attested.
- 3.7. Tenderer must sign along with seal on all pages of their offer.
- 3.8. Tender forms not accompanied by the requisite EMD will be summarily rejected.

4. DOCUMENTS TO ACCOMPANY THE OFFER

- 4.1. The following documents, over and above those mentioned already shall invariably accompany the offer, failing which the offer can be treated as invalid and liable to be summarily rejected without any correspondence with the firm. Hence, the tenderers are advised to ensure that these documents are submitted with their offer:-
 - i. Earnest Money in prescribed and acceptable form.
 - ii. Tender documents indicating schedules of all the three parts duly signed and stamped in each page by the tenderer.

5. As far as possible the tenderer's bid should not have any condition or specification or assumption contrary to the provisions in these tender documents on which the tenderer/s bid is based. Tenderer's Special conditions, not in conformity with the tender specifications/drawings are required to be listed separately with details of exact financial implications, if any. Corporation may not take cognizance of conditions/variations from the tender documents or drawings etc. It needs to be emphasized that only such conditions/ stipulations which are at variance with the tender conditions codal provision stipulated in the tender documents need be mentioned, in case tenderer choose to stipulate such special conditions taking into account the restrictions mentioned elsewhere in the tender document. Only such special conditions/specifications stipulated by the tenderer's which have been specifically approved by the Railways in writing shall be deemed to have been accepted by the Corporation and shall form part of the Contract Agreement. The tenderer/s conditions / stipulations which are at variance with the tender conditions / codal provisions and not approved / accepted by Corporation shall be withdrawn by the tenderer/s.

6. PRICE VARIATION & TAXES

6.1. The prices quoted by the Tenderer shall be firm and will hold good till the completion of the works and no additional claims will be admissible on account of any price variation or fluctuation in market rates. All rates mentioned in the schedule are deemed to be inclusive of all taxes, inclusive of sales tax and excise duty, or any other taxes imposed by the State/Central Govt. authority. During the currency of the contract, if any additional taxes are levied by the state/central Govt, it will be on contractor's account and the Railways will pay no additional amount.

6.2. No price variation clause shall be applicable to this tender.

7. RATES

- 7.1. The rates quoted in the offer by the tenderer will be inclusive of basic cost, excise duty, sales tax, inter state tax, works contract tax etc, transport, loading, unloading charge etc., wherever leviable. Octroi exemption certificates / forms for concessional Sales tax and any other statutory duties shall be issued by the Corporation in the name of contractor only, subject to this being permissible under prevailing relevant rules. No additional payment will be made, if the octroi exemption certificate is not honoured by the concerned authorities.
- 7.2. The price quoted should be firm and no price variation clause will be acceptable. Variation in Statutory levies and duties which are levied after the opening of Tender shall be permissible on production of documentary evidence. Towards this extent, the tenderer should indicate the percentage of components of those items in all inclusive quoted prices in the absence of which no increase in duties will be permissible.
- 7.3. The liability of the Corporation to reimburse excise duty is limited to such sum as may be found legally due and payable in respect of Contract goods after availing the full credit on all the inputs.
- 7.4. The documents submitted along with the offer shall be page numbered, signed by the tenderer with their seal. Unsigned documents shall not be considered for evaluation. The copy of the solvency certificate, credential certificate etc., should be attested.

8. OPENING OF TENDERS

- 8.1. The tenders shall be opened at **15:30** hrs., on the opening date in the office of the Regional Railway Manager, Ratnagiri.
- 8.2. Corporation's decision in regard to acceptability of Technical Suitability of the offer shall be final.

If the tenderer fails to abide by the conditions or fails to submit documents as stipulated above, their offer is liable to be summarily rejected.

9. EARNEST MONEY

- 9.1. The earnest money shall be 2% of estimated tender value as indicated in the Tender Notice. The earnest money shall be rounded to the nearest Rs. 10. The Earnest money deposit in the form of Bank guarantee will not be acceptable. EMD should be submitted by the tenderer in favour of Konkan Railway Corporation Ltd. Payable at Ratnagiri, in the form of, pay orders & demand drafts.
- 9.2. These forms of earnest money could be either of the State Bank of India or of any of the nationalized/ Scheduled Banks. Earnest money instrument is to be valid for the period of six months from the date of opening of the tender.

10. SECURITY DEPOSIT

- 10.1. The Earnest Money deposited by the Contractor with his tender will be retained by the Corporation as part of security for the due and faithful fulfilment 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 Corporation 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.
- 10.2. The security deposits/rate of recovery/mode of recovery shall be as under:-
- a. Security Deposit for the Contract upto Rs.One Lakhs – 10% , Contract upto Rs.Two lakhs – 10% of the first One Lakhs & 7.5% of balance value and for Contract more than Two lakhs upto Two Crore -10% of first One lakh,7.5% next One lakhs and 5% of the balance of contract value,
 - b. The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
 - c. Security deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.
- 10.3. No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause9.1 of this clause will be payable with interest accrued thereon.

11. RELEASE OF SECURITY DEPOSIT

- 11.1. Security Deposits shall be returned to the contractor after the physical completion of complete work covered in the tender schedule as certified by Competent Authority. 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 Corporation against the contract concerned. Before releasing the SD, an unconditional and unequivocal No Claim certificate from the contractor concerned should be obtained.

12.COMPLETION PERIOD

12.1. The entire work as per the Contract will have to be completed within **02 months** from the date of issue of acceptance letter on a progressive basis, The tenderer will be responsible for progress of work on progressive basis from the date of issue of acceptance letter. Since the progress of the work is critically related to the supply of material by the contractor, he will have to supply materials on a progressive basis, so that the work can be completed within **02 Months** progressively. It should be clearly borne in mind that the works which are not dependent upon the receipt of material duly inspected by RDSO/RITES/ Other approved inspection agencies shall be progressed and completed by the contractor well before the final date of completion to avoid accumulation of works towards the fag end.

12.2. The Tenderer shall employ sufficient manpower, machines and other resources to complete the work within specified time to the entire satisfaction of engineer in-charge.

13. PAYMENT TERMS

The payments against various schedule items covered, shall be made as stipulated in the tender document.

14. MISCELLANEOUS

The Corporation reserves the right to split / delete certain items of tender schedule without assigning any reason

14.1. The tenderer shall do no work that may interfere with train traffic until adequate protection has been arranged as per the instruction of the Site in charge.

14.2. It is mandatory for the tenderers to furnish following details:-

- a. Bank A/C number, name of the bank and branch.
- b. Bank's specific MICR code number
- c. PAN number
- d. WCT registration number
- e. Full address.

- 14.3. It should be specifically noted that some of the detailed drawings may not have finalized by the Corporation and will therefore, be supplied to the contractor as and when they are supplied on demand. No compensation whatsoever on this account shall be payable by the Corporation.
- 14.4. No claim whatsoever will be entertained by the Corporation on account of any delay or hold up of the works arising out of delay in approval of drawings, changes, modifications, additions, omission and site lay out plan or detailed drawings and design and or late supply of such materials as are required to be arranged by the Railway or due to any other factor on Railway account.
- 14.5. No claim for idle labour and or idle machinery etc. on any account will be entertained. Similarly, no claims shall be entertained for business loss or any such loss.

Regional Signal & Telecom Engineer
for Konkan Railway Corporation Ltd.

कोंकण रेलवे कॉर्पोरेशन लिमिटेड
Konkan Railway
Corporation Limited



(भारत सरकार का उपक्रम) (A Government of India Undertaking)

TENDER NOTICE
(Limited Tender)

KR/RN/SG/5/Tender/5/2009-10

Date:-22.02.2010.

To,

Dear Sir,

Sealed tenders are invited for the work cited as per the following details. Necessary tender documents may be obtained from this office by remitting the cost of tender documents between 9:15 Hr. to 17:15 Hr. on Office Working days from- **22.02.2010 . to upto 13:00 hrs of 15.03.2010.**

NAME OF THE WORK	: The work of Dismantling & Re-erecting of ACD Towers in RN Region.
TENDER NO.	: KR/RN/SG/5/Tender/5/2009-10
ESTIMATED COST OF WORK	: Rs. 2,36,944.00
EARNEST MONEY DEPOSIT	: Rs. 5,930/-
LAST DATE & TIME FOR DEPOSITING THE TENDER	: 15.03.2010 Up to 15:00 Hrs.
PLACE OF DEPOSITING / OPENING OF SEALED TENDERS IN TENDER BOX	: Office of the Regional Signal & Telecom Engineer, KRCL / Ratnagiri.
COMPLETION PERIOD	: 02 months
TIME & DATE OF OPENING OF TENDER	: 15.03.2010 @ 15:30 Hrs.
COST OF TENDER FORM	: Rs.563/-
	:

Tender document containing Instructions, Special Conditions, Schedule of work, drawings, GCC etc. can be obtained from the office of the Regional Signal & Telecom. Engineer, Konkan Railway, Ratnagiri M.I.D.C, Mirjole during working hours on payment (non refundable) of Rs. 563/-. The cost of Tender document will be acceptable in the form of Pay Order/ Demand Draft drawn in favour of Konkan Railway Corporation Ltd, Payable at Ratnagiri issued by State Bank of India or Scheduled/ Nationalized Bank. If the date of opening as mentioned above happens to be a holiday, then the tender will be opened at the same time and place on next working day.

Tender Forms not accompanied by requisite earnest money in suitable form will be summarily rejected. Bank guarantee is not acceptable as EMD.

Tender notice and tender documents are also published in Website www.konkanrailway.com, which can be down loaded. In case, the tender documents are down

loaded, Tenderer/s are required to pay nonrefundable cost of tender documents in the form prescribed in tender notice while submitting their offer. If they fail to furnish the requisite cost of tender document in prescribed form, their offer shall be rejected. The cost of EMD shall not be merged with cost of tender form and shall be separately furnished.

Anticipating your participation in the tender

Yours faithfully

Chief Signal & Telecom Engineer
for Konkan Railways Corpn.Ltd

- **NOTE:** This Tender Notice is only for Approved list of Contractors with **Konkan Railway Corporation Ltd of S&T Branch.**

KONKAN RAILWAY CORPORATION LIMITED

TENDER FORM

The Regional Signal & Telecom Engineer,
Konkan Railway Corporation Ltd,
Regional Railway Manager's office
MIDC, Mirjole
Ratnagiri – 415 639.

I/We -----have read the various conditions to tender attached hereto agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/we offer to do the works for Konkan Railway Corpn. Ltd, at the rates quoted in the attached schedule and hereby bind my self/ ourselves to complete the work in all respects within..... from the date of issue of letter of acceptance.

1. I/We hereby bind myself/ourself 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 & Contracts for works", "General Conditions of Contract 1991' & "Standard Special Conditions of Contract" of Konkan Railway Corporation Ltd. as amended upto date & the Additional special conditions of Contract annexed to the Tender & to carry out the works according to the specifications for materials & works laid down by the Corporation for the present Contract.
3. I/We acknowledge that "Regulations for Tenders & Contracts for works", "General Conditions of Contract 1991' & "Standard Special Conditions of Contract" as issued by Konkan Railway Corporation Ltd 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 qualified experienced engineers in adequate numbers for the work to the satisfaction of Engineer in-charge.
5. A sum of Rs..... /- is herewith forwarded as Earnest Money Deposit in the form of DD drawn in favour of Konkan Railway Corporation Ltd payable at Ratnagiri. Without prejudice to any other rights or remedies available to the corporation the said full amount of EMD shall stands forfeited if.
 - 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 form my/our offer or modify the terms and conditions thereof in a manner not acceptable to the Konkan Railways Corporation Ltd.

OR

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

OR

- c. I/We do not commence the work within fifteen days after the receipt of orders to that effect.
6. Until a formal agreement is prepared & executed, acceptance of this tender shall constitute binding contract between us subject to modifications as may be mutually agreed to between us & indicated in the letter of acceptance of my /our offer for this work.

SIGNATURE OF TENDERER(S)

Date:-

Address & Seal

Encl;- As per list of contents at top sheet & DD. No.....
Dtd..... for Rs.....

Signature of Witnesses:

- 1.
- 2.
- 3.

REGULATIONS FOR TENDERS AND CONTRACTS FOR WORKS

1.0 Meaning of Terms :

In these Regulations for Tenders and Contracts the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

- 1.1. "Corporation" shall mean the Konkan Railway Corporation Limited, New Delhi acting through its Managing Director or any of the officers of the Corporation authorized to invite tenders and enter into contracts for works on his behalf.
- 1.2. "Chief Engineer" shall mean the Officer in Charge of the Open Line of the Engineering Department of the Corporation and shall include the Chief Electrical Engineer, Chief Signal & Telecommunication Engineer and Chief Mechanical Engineer.
- 1.3. "Engineer / Engineer-in-Charge" shall mean the Executive Engineer or Divisional / District / Regional Engineer in executive charge of the works and shall also include the superior officers of the Engineering Departments of the Corporation i.e. the Deputy Chief Engineer / Chief Engineer / Deputy Chief Electrical Engineer / Regional Electrical Engineer / Dy.Chief Electrical Engineer / Dy.Chief Signal & Telecommunication Engineer / Regional Signal & Telecommunication Engineer, Deputy Chief Mechanical Engineer / Senior Regional Mechanical Engineer.
- 1.4. "Engineer's Representative" shall mean the Assistant Engineer / Senior Engineer / Assistant Electrical Engineer, Assistant Signal and Telecommunication Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Inspector of the Civil Engineering, Electrical / Mechanical or Signal and Telecommunication Department of the Corporation.
- 1.5. "Contractor" shall mean the person, firm or company who enters into contract with the Corporation and shall include their executors, administrators, and successors and permitted assigns.
- 1.6. "Contract" shall mean and include the Agreement or Work Order, the accepted Schedule of Rates, the general conditions of contract, the special conditions of contract and additional special conditions of contract if any, the drawing, the specifications, the special specifications if any, and tender forms if any.
- 1.7. "Work" shall mean the work to be executed in accordance with the contract.
- 1.8. "Specifications" shall mean the specifications for materials, and works of the Konkan Railway Corporation issued under the authority of the Chief Engineer / Headquarters, or as amplified, added to or superseded by special specifications if any.
- 1.9. "Drawing" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the contract and shall include any modifications of such drawings and any further drawings as may be issued by the Engineer from time to time.

- 1.10. "Constructional Plant" shall mean all appliances or things or whatsoever nature required for the execution, completion or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- 1.11. "Temporary Work" shall mean all temporary works of every kind required for the execution, completion or maintenance of works.
- 1.12. "Site" shall mean the land and other places on, under, in or through which the works are carried out and any other lands or places provided by the Corporation for the purposes of the contract.
- 1.13. "Period of maintenance" shall mean the specified period of maintenance from the date of completion of the works as certified by the Engineer.

2.0 **Interpretation:**

These Regulations for tenders and contracts shall be read in conjunction with the General Conditions of Contract which are referred to herein and shall be subject to modifications, additions or supersession by special conditions of contract and / or special specifications, if any annexed to the Tender Forms.

3.0 **Availability of Tender Documents**

- 3.1. The drawings for the works can be seen in the office of Regional Signal & Telecom Engineer, Konkan Railway Corporation, Ratnagiri at any time during office hours. The drawings are only for guidance of Tenderer(s). Detailed field drawings (if required) based generally on the drawings mentioned above will be given by the Engineer Incharge or his representative from time to time.
- 3.2. General Conditions of Contract, Standard Special Conditions of Contract, Additional Special Conditions of Contract for different types of works of Konkan Railway Corporation Limited and Specifications pertaining to the track works can be seen at the office of Chief Engineer, Konkan Railway Corporation, Belapur during office hours.
- 3.3. The "General Conditions of Contract" together with its correction slips and Standard Special Conditions, Additional Special Conditions, Additional Specifications for track works are not attached to the tender form. The same can be obtained from the office of the Chief Engineer Konkan Railway Corporation Limited, Belapur on payment of Rs.500/- or can be seen at Corporations website www.konkanrailway.com under the topic Guidelines for tenders & GCC for tenders under the Tenders section.

4.0 **Omissions and Discrepancies:**

Should a tenderer find discrepancies in, or omissions from the drawings or any of the tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect 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.

5.0 Contractors Credentials:

5.1. A Tenderer / contractor who has not carried out works so far for this Corporation and is not borne on the Approved List of Contractors of the Corporation should furnish particulars regarding;

1. his position as an independent contractor;
2. his capacity to undertake and carry out works, satisfactorily, as vouched for by a responsible official or firm;
3. his previous experience on works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified if need be, by reference to the signatories thereof;
4. his knowledge from actual personal investigation of the resources of the Zone or Zones in which he offers to work;
5. his ability to supervise the work personally or by competent and duly authorized agents;
6. his financial position; and
7. an authorized copy of the Income-tax Clearance Certificate without which the tender will be liable for rejection.

5.2. Irrespective of the fact that the tenderer has previously worked on the Corporation the Tenderer is / Tenderers are required to produce alongwith his / their tender an authorized copy of the Income-Tax Clearance Certificate or a sworn affidavit duly countersigned by the Income-tax Officer to the effect that he has / they have no taxable income. Documents testifying to the Tenderer's / Tenderer's previous experience and financial status should be produced when desired by the Corporation.

6.0 Earnest Money:

6.1. The tender must be accompanied by earnest money as specified in the Tender Notice in the form of Demand Draft/ Pay Order from Nationalised Banks or approved Schedule Banks only in favour of Konkan Railway Corporation Ltd., Ratnagiri, payable at Ratnagiri. Tenders not accompanied by the Earnest Money Deposit will be summarily rejected.

6.2. 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 tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part after submitting his tender, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Engineer / Regional Engineer of the Corporation. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as security of the due performance of the above stipulation shall be forfeited to the

Corporation. If the tender is accepted, the amount of earnest money will be held as security deposit for the due and faithful fulfillment of the contract. The earnest moneys of the unsuccessful tenderers will have as hereinbefore provided be returned to the unsuccessful tenderer within a reasonable time but the Corporation 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.

- 6.3. **Standing Earnest Money Deposit:** Those Contractors whose names are appearing on the Approved List of Contractors of Konkan Railway are eligible to deposit Earnest Money in the form of Standing Earnest Money Deposit. In such cases, tenderers / contractors need not pay separate Earnest Money Deposit while submitting their tenders. However, tenderer / contractor should bear it in mind that in case the tender is withdrawn for whatever reason, the earnest Money Deposit required for the work under consideration will be forfeited from the Standard Earnest Money available. Unless and until the contractor makes good the SEMD he will not be allowed to participate in further tenders. Further, if the contractor resiles for three times from his quoted rates, the name of such contractor will be liable for removal from the approved list. SEMD not converted in SD.

This amount would not be adjustable towards the Security Deposit for individual contracts obtained by the tenderer/contractor. A tenderer wishing to tender for a work whose earnest money is more than his Standing Earnest Money, has to deposit the full Earnest Money afresh. He can not get the advantage of depositing only the different.

7.0 **Form of Quotation:**

- 8.1. The tender shall be submitted in one of the following forms as will be prescribed in the tender schedule.
- i. Quoting a percentage above or below or at par with the rates shown in the schedule.
 - ii. Individual rates for each item of the tender schedule.
- 8.2. The percentages / rates should be clearly quoted in figures, and in words. In case of any discrepancies between the percentages / rates quoted in figures and in words, the percentage / rate quoted in words will be treated as final. The same will be considered as the true offer of the tenderer / tenderers.
- 8.3. Tenders with quotation in contravention to the instructions contained in the tender schedule are liable to be rejected.

8.0 **Care in submission of tenders:**

- 9.1. The tenderer shall visit the site of work and ascertain for himself the conditions of work, viz. approach roads and accessibility, availability of materials, electric power, water for work and drinking purposes, site for Labour camps, stores, go downs, extent of lead / lift in work, availability of skilled and unskilled Labour etc.

that may be encountered in the course of execution of work. In short, he should familiarize himself fully with the conditions obtaining at site and FURNISH A CERTIFICATE TO THIS EFFECT, in the proforma appended to the tender form.

- 9.2. Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered, during the execution of the works are taken into account and the percentage / rate he enters in the Tender Forms is adequate and all inclusive to accord with the provisions in Clause 36 of the General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- 9.3. When work is tendered for by a firm or company of contractors, the tender shall be signed by the individual legally authorized to enter into contract commitments on their behalf.

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

- 9.4. Tenders containing erasures and alterations of the tender documents are liable to be rejected. Any corrections made by the Tenderer / Tenderers in his / their entries must be attested by him / them.
- 9.5. Should a tenderer be a retired engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive / or administrative capacity or whether holding a pensionable post or not in the Engineering Department of any of the Railways owned and administered by the President of India for the time being or should a tenderer being partnership firms 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 officers as one of its director, or should a tenderer have in his employment any retired Engineer or retired gazetted officer as aforesaid the full information as to the date of retirement of such engineer or gazetted officer from the said service and in cases where such engineer or officer had not retired from government service atleast two years prior to the date of the submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company or to become partner or Director as the case may be or to take employment under the 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 by 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 liable for rejection.
- 9.6. Should a Tenderer or Contractor being an individual have a relative employed in gazetted capacity in the any of the Engineering Departments of Corporation, or in the case of partnership firm or company incorporated under the Indian Company Law should a partner of a relative or the partner or a shareholder or a relative of a shareholder be employed in gazetted capacity in the any of the Engineering Dept. of the Corporation 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 in Clause 62 of the General Conditions of Contract.

9.7. For works of special nature requiring use of special equipments, the tenderer shall give a comprehensive list of plant and machinery which he Proposes to use in the construction of the present works, together with their make, current values and identifications No. etc. and also to indicate how many are readily available with him at the time of tendering for this work.

9.0 **Validity of Offers:**

The Tenderer shall keep the offer open for a minimum period of 90 days from the date of opening of the tender within which period the 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 earnest money / Standing Earnest Money Deposit.

10.0 **Receipt and opening of tenders:**

11.1. Tenders must be enclosed in sealed covers superscribed the name of the work, tender no. and must be sent by Courier / Registered Post to the address of **Regional Signal & Telecom Engineer, Konkan Railway Corporation Ltd, Mirjole, M.I.D.C. Ratnagiri – 415639** so as to reach this office not later than the time and date specified in Tender Notice for the receipt of tenders or deposited in the special box allotted for the purpose in the office of **Regional Signal & Telecom Engineer, Konkan Railway Corporation Ltd, M.I.D.C. Mirjole Ratnagiri**. The Tenders will be opened at the time and date specified in the tender notice.

11.2. At the stipulated time and place, tenders received for a work shall be opened by the Authorised Officials of the Corporation and where practicable, the names of tenderers and the rates tendered by them read out in presence of such of the intending tenderer, or their agents as may attend.

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

12.0 **Right of Corporation to deal with Tenders:**

- 13.1. The Corporation reserves the right to not to invite tenders for any work, or to invite open or limited tenders, and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.
- 13.2. It shall not be obligatory on the said authority to accept the lowest tender and not tenderer(s) shall demand any explanation for the cause of rejection of his / their tender.
- 13.3. If the tenderer deliberately gives / tenderers deliberately give wrong information in his / their tender or create / creates circumstances for the acceptance of his / their tender, the Corporation reserves the right to reject such tender at any stage.
- 13.4. If a tenderer expires after the submission of his tender or after the acceptance of his tenders the Corporation shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of tenders the Corporation shall deem such tender as cancelled unless the firm retains its character.

13.0 **Negotiation:**

Should the Corporation decide to negotiate with a view to bring down the rates the original offer will still be binding in case nothing Materializes out of the negotiation.

14.0 **Execution of Contract Documents:**

- 15.1. The successful tenderer(s) shall be required to execute an Agreement with the Konkan Railway acting through the Chief Engineer / Deputy Chief Engineer / Regional Engineer / Executive Engineer of the Konkan Railway for carrying out the work according to the Terms & Conditions of the Contract.
- 15.2. The Tenderer whose tender is accepted shall be required to appear at the office of the Chief Engineer / Regional Railway Manager as the case may be in person, or if a firm or Corporation, duly authorized representative shall so appear, and to execute the contract documents within Seven days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement effected by acceptance of the tender in which case the earnest money accompanying the tender shall be forfeited by the Corporation as liquidated damages for such default.
- 15.3. Every contract shall be complete in respect of the documents it shall constitute. Not less than 5 copies of the contract documents shall be signed by

the Competent Authority and the contractor and one copy given to the contractor.

- 15.4. All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the Konkan Railway Corporation Ltd.
- 15.5. The term "Correction Slip" wheresoever mentioned in the tender document shall include addendum slip, corrigendum / correction slip or both

CERTIFICATE

I/We hereby declare and certify that I/We have inspected / investigated the site(s) of work and have fully familiarize myself / ourselves with all aspects of constructional restraints such as accessibility, working conditions, geo-physical / terrain conditions etc., whereupon only rates have been quoted by me / us.

Signature of tenderer :

Date & Address :

ADDITIONAL SPECIAL CONDITIONS OF CONTRACT

1. GENERAL SCOPE OF WORK :

2. Contractors Scope of Work:

Following works are required to be done by the contractor as per tender schedule in connection dismantling & re-erecting of ACD towers.

- i) The work of dismantling of existing ACD tower to facilitate Engg geo –safety works. The release material of Tower to be kept in safe to reuse the same.
- ii) Foundation work of tower to be done as per drawing enclosed.

3. Corporation's Scope of Work:

Following works to be done by Railways: -

- i. Tower base gill will be supplied by KRCL.
- ii. Co- ordination with other departments of the Railways.
- ii. The entire work is to be carried out under the supervision of S&T Supervisor of KRCL.

4. Materials & Workmanship

- 4.1. All the materials and workmanship used in this work shall be of extremely good quality and high class in every respect and is expected to give trouble free service.
- 4.2. The equipments/materials as per RDSO specifications are to be procured from the RDSO approved sources only. The guidelines stipulated for stores' procurement will hold good for procuring these items from RDSO approved Part I and Part II sources, where both sources are available. The major/bulk procurement should be done from RDSO approved Part I and only educational orders should be placed on RDSO approved Part II. Present stipulations states that maximum 15% of the total quantities can be procured from RDSO approved Part II source. The items so procured from RDSO approved Part I and Part II firms in 17:3 proportions should strictly match in their specification, size, quality, configuration so that they are interchangeable/replaceable. The equipments/materials as per RDSO specifications can be taken fully from RDSO Part II approved sources only if there are no Part I RDSO approved sources for the same.
- 4.3. All the materials should be strictly as per the Specifications indicated. All the materials to be supplied by the Tenderer are to be supplied at the nominated Maintenance Depot. The loading, unloading and transportation of these materials from the Depot to the site of work at a later stage will have to be done by the Tenderer at his own cost. Alternatively, if the site of work is ready and work is in progress, physically, the materials can be brought to the site directly and supplied. The security of the material brought to the site of work will remain

with the Tenderer. The Tenderer will have to furnish a Bank Guarantee from a Nationalized /Scheduled Bank for an equivalent amount before the payment is claimed for such materials.

- 4.4. Materials required to carry out this work if supplied by the Railways, will be issued at the nominated Depots. The contractor will have to load, transport these materials to the site of work and unload at his own cost. Empty cable drums and balance materials after completion of work, if any should be returned back at the nominated Depot of the nominated Section Engineer (S&T).
- 4.5. The cost of transit insurance required as per rules will be borne by the tenderer.
- 4.6. Cable laying work will be generally done according to the details of Cable Plan and instructions issued by S&T Engineer in charge of work. Whenever the dimensions of cable Trenches as mentioned in the Tender Schedule are not easily achievable due to terrain conditions, then payments will be made on a pro-rata basis, for the dimensions achieved. The specific approval of the Regional Signal & Telecom. Engineer, will be required for such dispensation.

5. Inspection of Materials

- 5.1. The Electrical Signaling materials, to be supplied by the Tenderer and as per RDSO's Specification / Drawing will have to be procured from RDSO approved firms only and will be supplied duly inspected by RDSO. The list of materials to be inspected by RDSO is indicated in Schedule.
 - 5.2. Other signalling items to be supplied by the Tenderer and to be inspected by RITES are mentioned in the Schedule.
 - 5.3. The items nominated to be inspected by consignee are also indicated in the Schedule.
 - 5.4. Signaling items not inspected by RDSO/ RITES for any reason, will be inspected by the Consignee/Authorized Representatives of Corporation.
 - 5.5. Whenever materials are inspected by Authorized Representatives of the Corporation/ Consignee, the Tenderer will be required to furnish manufacturer's Guarantee Certificate along with other related details of material/items.
 - 5.6. The Corporation shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship, or otherwise not in accordance with the Specification and the Corporation's decision shall be final, even though they might have been inspected by RDSO/RITES. The Tenderer shall remove forthwith any such material rejected and replace them promptly at his own cost.
 - 5.7. Inspection Charges of RDSO and RITES will be borne by the Tenderer.
 - 5.8. The Tenderer shall furnish guarantee of materials/ equipments supplied by him for a period of one year after commissioning for trouble - free performance. Any defects noted during this period will have to be rectified by him promptly at his own cost.
6. **PERIOD OF COMPLETION: 02 Months** from the date of issuing of acceptance letter.

7. Programme of Work :

- a. Along with the Tender Contractor shall submit his programme in the form of CPM net work/PERT charts for completing the work,
 - b. The Contractor shall along with the Tender submit List of personnel, organization available on hand & proposed to be engaged for the subject work.
 - c. List of plant & machinery available on hand (own) & proposed to be inducted (own & hired to be given separately) for the subject work
 - d. The Corporation also reserves the right to terminate the Contract if at any stage of review of progress of the work; the agreed programme(s) are not adhered to within a margin of 10%.
8. **TIME LIMIT:** Time is the essence of the contract and the tenderer / contractor is required to complete the work within the period of completion.
 9. **Penalty:** The time for completion of the works by the date or extended date fixed for completion shall be deemed to be of the essence of the contract and if the Corporation shall, if satisfied that the delay in completion of work has occurred on Contractor's account, then penalty shall be imposed at the rate of sum equivalent to 1% (one percent) of the contract value of the work for delay for a period of for each week or part and allow the Contractor further extension of time as the Engineer may decide. If the Corporation is not satisfied that the works can be completed by the Contractor or in the event of failure on the part of the Contractor to complete the works within the further extension of time allowed as aforesaid the Corporation shall be entitled, without prejudice to any to any other right or remedy available in that behalf, to forfeit the Contractor's security deposit and rescind the contract under clause 61.1 of G.C.C conditions whether or not actual damage is caused by such default.
 10. **MAINTENANCE PERIOD: 6 months** from the date of completion of work.
 11. **VARIATION CLAUSE:** In modification to variation clause para 42(1)(i) of GCC, the following is added in the Para. As per correction slip no. 5 circulated vide letter no. G.202/SOPGEN/2001/1 dated 17.6.03. In case the agreement value goes beyond +25%, a regulatory mechanism as part of the contract itself should be built in. For the first 15% increase in the value beyond 25% of agreemental value, the rates will have a reduction of 2% in the incremental value of the agreement and for the next 10% increase in the value, rates will have an additional reduction of 2% in the future incremental value of the agreement. However if the prevailing rate of any item at the time of variation is less than the above rates, then the lower of the two rates will be applicable.
 12. All the tools & Measuring Instruments, required for installation & Testing will have to be brought by the tenderer at his own cost. S & T Officers / staff will be associated with the Testing & commissioning of the work in addition to the interfacing of new/additional circuits with the existing circuits . Installation practices of all signaling gears should be as per the 'Signal Engineering Manual ' (New) and to suit the latest correction slips and Railway practices in vogue.
 13. All the works shall be executed with contractor's men, materials, tools and plant, equipment etc. including cement and steel. Only dholpory may be spared to the

- contractor on returnable basis. However, contractor shall be responsible for safe usage of the diplorry as prescribed in G&SR of Konkan Railway and maintenance of diplorry.
14. 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 traveling 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.
 15. The contractor shall not start any work without the presence of railway supervisor or his representative and contractors supervisor 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. Corporation 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. It should be specifically noted that some of the detailed drawings may not have finalized by the Corporation and will therefore, be supplied to the contractor as and when they are supplied on demand.
 - a. No compensation whatsoever on this account shall be payable by the Corporation.
 - b. No claim whatsoever will be entertained by the Corporation on account of any delay or hold up of the works arising out of delay in approval of drawings, changes, modifications, additions, omission and site lay out plan or detailed drawings and design and or late supply of such materials as are required to be arranged by the Railway or due to any other factor on Railway account.
 - c. No claim for idle labour and or idle machinery etc. on any account will be entertained.
 - d. Similarly, no claims shall be entertained for business loss or any such loss.
 18. **PRICE VARIATION:** The prices quoted by the Tenderer shall be firm and will hold good till the completion of the works and no additional claims will be admissible on account of any price variation or fluctuation in market rates. All rates mentioned in the schedule are deemed to be inclusive of all taxes, inclusive of sales tax and excise duty, or any other taxes imposed by the State/Central Govt. authority. During the currency of the contract, if any additional taxes are levied by the state/central Govt, it will be on contractor's account and the Corporation will pay no additional amount. The prices quoted by the tenderer(s) and accepted by the Railway shall be firm and hold good till the completion of the

works and no additional claims will be admissible on account of any price variation or fluctuation in market rates.

19 A) PAYMENT OF BILLS :

- i. Measurements of the work done will be taken by Engineer's Representative in the presence of the Contractor.
- ii. Based on the abstract of measurements issued by the Engineer's Representative, the contractor is required to submit monthly bills. In case of no progress, 'NIL' bill will be submitted to the Engineer-in-charge by the Contractor. In case contractor is not desirous of taking a bill for whatever reasons, he may submit 'NIL' bill to the Engineer-in-charge.
- iii. As soon as the bills are received in the office of the Engineer-in-charge, 75% of the bill amount after affecting statutory recoveries will be released within a week's time.
- iv. Balance 25% of the bill amount subject to modifications if any will be released after test check and technical check and before passing the next bill. No fresh bill be passed until the previous bill is paid completely.
- v. All the bills shall be accompanied by a statement of claims signed by the Contractor or his authorized representative. In case of no claims a 'NIL' claim certificate shall be submitted, unless the claim statement.
- vi. For wrong claims or false measurements recorded with malafied intentions, the contractor shall be severely penalized. For first time mistake, penalty of 1% of the contract value will be recovered from contractor's due bill. If the contractor make the mistake second time, contract shall be terminated and contractor debarred next 3 years from tendering for Konkan Railway Works.

19 B) Mode of Payment – Payment will be made by E-Payment System for necessary bank account details shall be furnished by the contractor.

19 C) Bill paying authority :- Bill will be passed and payment will be arranged by Sr.RAO/RN.

Depending upon the availability of power supply at site, the Corporation may consider the request for arranging the power supply on payment basis. 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 as per rate applicable at that location for supply of power to outsiders. 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.

19. **Excavation work:** The rate of excavation (including trenches) includes disposal of the excavated material (wherever required) beyond Railway boundary or as directed by Engineer-in-charge. Contractors shall make his own arrangements (pumps etc) for dewatering & drainage of water if encountered during the process of excavation or due to rains. The Contractor shall not be liable to claim any extra payment on this account.
20. 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.
21. **Materials issued by Corporation:** The Contractor shall fully account for the materials issued to him. All unused material shall be returned to the Corporation's nominated Stores Depot at Ratnagiri and Madgaon. The decision regarding usability of the returned material shall be taken by the Depot-in-charge whose decision will be final and binding. The DS 8 note should record the condition of the returned material, certified by DSK, in the absence of which it will be treated as scrap while finalizing the bills & cost of the material will be recovered at the same rate for non return of unused materials. The handling and transportation in this regard shall be arranged by the Contractor at his cost. Recovery shall be made from bill of contractor non-return of unused material / returned in non-useable condition at twice the prevailing procurement cost at the time of last issue, viz. 2 x (Purchase price +5% freight only).|
 22. Contractor should arrange for the look out men at both ends of worksite to protect the track as well as to warn his labours working at site about movement of trains. If contractor fail to deploy labours for protecting the track, Corporation will arrange the look out men and recovery will be made as per extant rules. No compensation will be paid by the Corporation in case of injury or death to contractor's workers and the Contractor shall indemnify the Corporation of any responsibility in this regard. The contractor must obtain Group insurance in respect of his workers.
 23. **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 certification 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.
24. Contractor should deploy sufficient number of labours, machineries, tools and plants to carry out the work in such way that work shall be complete in targeted time.
25. Before tendering, tender/contractor shall inspect the site and get himself acquainted about availability of labours, materials, approach road and working condition etc.

ADDITIONAL STANDARD SPECIAL CONDITIONS FOR TRACK WORKS

1. The Contractor shall not start any work on the track under traffic conditions without the presence of the corporation's representative at site. In case the Contractor or his representative starts any work in absence of the Engineer's representative it shall be treated as unauthorized and illegal tampering with the track and the contractor shall be liable for action under the Indian Railway Act.
2. In case any train is detained at the approach of work site or at a station on account of its passage being considered unsafe by Corporation's representative due to bad workmanship of contractor or the track parameters being unsatisfactory for safe passage of trains, or due to the contractor leaving the work unfinished or due to work being delayed by the contractor, the corporation shall be entitled to recover detention charges from contractor's bills or security deposit or any other dues etc. as per clause 9.1 of special conditions of contract. Detention to trains as determined by the corporation shall be final and binding upon the contractor.
3. In case an accident occurs at the work site and the findings of the Enquiry Committee set up by the Corporation to investigate the cause of the accident shall be final and binding on the Contractor. If Contractor is held responsible for the accident, the contract shall liable to be terminated forthwith notwithstanding the provisions of the General conditions of Contract.
4. Irrespective of invoking provisions of clause 3 as above-mentioned or otherwise, penalty upto an upper limit of 10% of the total cost of the work may be imposed in case an accident occurs due to Contractor's negligence as decided by the Corporation whose decision shall be final and binding on the contractor. The Contractor is also liable for prosecution if loss of life is involved.
5. The work shall be so carried out that there is no infringement to the Railway's Schedule of Dimensions.
6. Not withstanding the provisions of clause 62 of General Conditions of contract, the Corporation reserves the right to terminate the contract with immediate effect if the Contractor is found responsible for any breach of rule which affects the safe running of trains without giving any notice to the contractor.
7. The contractor shall proceed with the work in a systematic manner so as to ensure that stretch of track under speed restrictions and its duration are the minimum. The decision of the Engineer in this respect shall be final and binding.
8. The Contractor's technical supervisor shall be present at work site, at all times, when the work is being executed. The contractor shall employ adequate number of workers to give consistent and desired progress per day.
9. The contractor shall arrange for the safe custody of the Corporation's materials supplied/hired to him. In case of loss of Corporation's materials the Corporation will recover the cost as per extant rules.
10. Site order books, progress register material issue register and Hindrance register shall be maintained at site and entries will be recorded on day-to-day basis in the registers and signed jointly by Engineer's representative and by contractor or his authorized representative.
11. For executing the works the contractor has to arrange his own tools, plant and equipment, unless otherwise stated in the schedule. Corporation shall provide

equipment which are specifically mentioned in the description/specification of items in the schedule. In all other cases, hire charges as per extant rules for the tools, plant and equipment supplied by the Corporation to the contractor will be recovered from his bills/security deposit/or any other dues.

12. Provision of Temporary speed restriction boards, and their lighting etc. shall be arranged by the corporation.
13. Rails, sleepers and permanent way fittings shall be handled carefully so as to avoid any damage rendering them unsuitable for use (concrete sleepers shall preferably be handled by mechanical equipments). The cost of damages if any will be recovered from the contractor's bills/security deposit/other dues.
14. Proper care should be taken to protect the track as well as OFC/Electrical cables from damage during the execution of works. If damage is occurred due to negligence of contractor penalty of Rs.1.0 lakh or actual cost which ever is more of each incidence should be levied and binding on the contractor.
15. Traffic blocks required to carry out certain track works will be arranged by the Corporation. Actual block will depend on flow of traffic and there may be variations in availability of block vis-à-vis those planned. The wastage of labour, if any, occurring on account of non availability of block would not be paid for. No claims on such account shall be entertained.
16. When materials are being moved on track under para 1120 of Indian Railway P.Way Manual by material trolley/diplorry, movement shall be permitted strictly under the control and supervision of Engineer's representative holding a competency certificate for working lorries/trollies in the section. When materials are moved on material trolley/diplorry under para 1120(4) of IRPWM without block protection, unloading/loading of the material trolley/lorry to permit movement of trains may become necessary. Such incidental loading(s)/ unloading(s) shall not entail measurement for payment.
17. In the course of execution of any of the works specified in the schedule, if any damage occurs to rails, sleepers or other permanent way materials, rendering them unsuitable for use, cost of the materials damaged shall be recovered by the Corporation from the contractor as per extant rules.
18. All the tools, plants, equipments and other materials used by the contractor shall be of approved type only.

Schedule of Work for Dismantling & Re-erecting of ACD Towers in RN Region.

SN	Description	Unit	Quantity	Rate	Amount
01	Erection of Tower including foundation earthing arrangement, antitheft arrangement fixing of lightning arrester with fixture like nut bolts & misc material.	No.	05	28,453.00	1,42,265.00
02	Erection of Location box full size includes concrete foundation as per drawing including foundation bolts	No.	03	7,422.00	22,266.00
03	Erection of Solar panel with battery includes provision of wire & lugs etc (Solar panel & battery shall be supplied by KRCL)	No.	03	2,811.00	8,433.00
04	Dismantling of existing ACD structure.(Location Box, batteries, solar panel & other reusable parts) completely.	No.	05	10,582.00	52,910.00
05	Routing of RF Cable with suitable conduits to the relay room (including conduits and other misc material)	No.	02	3,450.00	6,900.00
06	Dismantling of reinforce cement concrete OR dismantling of ACD tower Foundation. (2.16 Cum per LOC)	Cum	4.32	965.25	4,169.88
			Total =>		2,36,943.88
			Say as =>		Rs.2,36,944.00

(Rs. Two Lakhs Thirty Six Thousand Nine Hundred and Forty Four only)

Rate Quoted by Contractor in Percentage :- _____ % Below / At Par / Above

Amount Quoted by Contractor in Figures :- _____

Amount quoted by Contractor in Words :- _____

Seal & Signature of Contractor :

SCOPE OF WORK

The Works to be executed covers scope as under:

1) **Dismantling work:-**

The existing Repeaters which are in switched “ON” condition have to be dismantled (except foundations). The released materials like ACD units, Towers, Location Box, Batteries, charges, solar panel, antenna, lightning arrestors & other accessories which can be reused shall be shifted to the new locations OR where the released materials have to be reused for erection in safe custody. The list of new locations where Repeater ACDs have to be installed is attached as annexure-I. During dismantling & transportation the Contractor shall take care to avoid any damages to the materials which are to be reused.

2) **Erection of Towers:**

The work of erection of towers includes providing foundation in Concrete (with Contractor’s material, labour, tools & equipment) as per approved drawing enclosed (including excavation, anchoring, fitting of antitheft arrangement, lightning arrestor including fixtures like nuts, bolts etc required for the work. The work includes provision of Earthing as per approved drawing at proposed locations.

3) **Erection of Location Boxes.**

The erection of location box includes erection of Location Boxes as per approved drawing enclosed. This includes providing foundation in Concrete (with Contractor’s material, labour, tools & equipment) as per approved drawing enclosed. Including fixtures like nuts, bolts etc required for the work. The exact location of location shall be decided by KRCL engineer in-charge.

4) **Erection of Solar Panel with Battery:**

The work of erection of Solar includes fixing of Solar Panel on erected tower as per approved drawing. The wires, lugs, clamps etc required for the work shall be provided by contractor. The battery shall be kept inside the location box as per approved drawing.

5) **Cabling work of Repeater ACDs in open space:**

The power cables, antenna cables, lightning arrestor cables from tower to inside the location box at these locations shall be properly routed through G.I pipes as per approved drawings. All the pipes, lugs, tools etc required for the work shall be supplied by Contractor. Wherever possible the dismantled material in good condition can be reused by Contractor for the work. No extra payment shall be made on this account.

6) **Routing of RF cable & fixing of RF antenna:**

The work includes routing of RF cable from antenna to location Box. The cables shall be routed through conduits as per approved drawings. The cost includes drilling of holes on tunnel walls in rock/concrete/masonry, clamping etc with all Contractor’s material, labour, tools & equipment. RF cable shall be supplied by KRCL. Contractor shall transport the cable from KRCL depot to site & no extra payment shall be made on this account. . Connectors (for RF cable) wherever not reusable & conduits required for the work for shall be provided by Contractor

7) Other Miscellaneous Items:

All miscellaneous items like lugs, connectors for RF cable, clamps, washers, nut bolts, M-seal, pipe couplers, elbows, consumable wires, cables & other minor consumable items which are not covered under any specific item of the work are included under this item of work.

8) Acceptance of Works:

Before the dismantling work is taken up by Contractor KRCL, Contractor & KMIL shall jointly certify the working condition of ACDs, Solar Panel, and Charger & CCU.

- 9) The work done shall be jointly inspected by KRCL engineers & M/s KMIL representatives after the erection work at each location is completed & the new location is ready for handing over to M/s KMIL for Installation & Commissioning of ACD.
- 10) The measurement for the locations shall be certified by concerned KRCL Site in-charge, only after the locations are jointly certified as Satisfactory by KRCL & KMIL representatives.
- 11) The work is required to be carried out strictly as per instructions of KRCL Site Engineer of concerned section.
- 12) Transportation of men and material required to be carried out the work should be arranged by the Contractor.
- 13) As the work is required to be carried out near the track, it must be carried out in consultation with SE/JE(P.Way) concerned.
- 14) The site of work must be cleared properly and made as it was before erection of signal. The ballast if removed must be replaced to the satisfaction SE/JE(P.Way).
- 15) Covering of the pit, dug for foundation with earth, left over earth should be fully utilized.
- 16) The entire work is to be carried out under the supervision of S&T Supervisor of KRCL.
- 17) "Godamb"/Chain Pulley with tripot or other suitable means should be used for erection & dismantling of signal units.
- 18) Proper firma should be used for laying foundation of Tower & Location Box.
- 19) Location of Towers :- Ch.153/1080,63/3-5, Zarap station,LC-30,Vinher station & proposed ANO cutting.

(Ganesh Krishnan)

R.S.T.E./Ratnagiri.

STANDARD SPECIAL CONDITIONS

1 Documents forming the Contract:

The following documents together will form the tender and Contract documents:

- 1.1 Any Specifications / conditions stated by the tenderer / contractor in covering letter submitted by him along with the tender shall be deemed to be a part of the Contract only to such an extent as has been explicitly accepted by the Corporation.

2 Precedence in case of Conflict:

In case of any conflict between different documents forming the part of the tender / contract, the following sequence of priority will apply:

A. For Contractual Conditions:

1. Schedule Work
2. Additional Special Conditions, if any.
3. Standard Special Conditions of Contract.
4. General Conditions of Contract

B. For Technical Matters:

1. Schedule Work
2. Special specifications for the work, if any.
3. Standard specifications
4. IRS codes
5. Other codes of practice
6. Approved drawings signed by an authority not lower than Engineer-in-charge.

In case of any dispute regarding interpretation of the contract conditions or specifications, the decision of the Chief Engineer, Corporate Office, Belapur will be final and binding on the contractor.

The Engineer-in-charge may issue written instructions to the contractor for execution of the work which will be binding on the contractor even if they conflict with the provisions of the Contract Agreement.

Rates:

- 3.1. The Contractor's overall rate should include all handling, rehandling, load and lift whether by head load or any other means on all materials whether supplied by the Corporation or by the Contractor.
- 3.2. The rates quoted by the tenderer and accepted by the Corporation shall be firm and fixed and hold good till the completion of the work and it shall be noted that

NO ESCALATION DUE TO PRICE VARIATION IS ADMISSIBLE IN RESPECT OF WORKS UNDER THE CONTRACT.

- 3.3. The rates quoted by the tenderer shall be inclusive of Sales Tax on Works Contracts as applicable in the State of Maharashtra, Goa and Karnataka as the case may be.

3 Non – Schedule items of Works:

Where items not covered by the schedules are to be executed, the rates for such works shall be negotiated before commencement of such work. KRCL may also get such works executed through any other agency at its discretion.

4 Payment of Bills:

- 5.1. Measurements of the work done will be taken by Engineer's Representative in the presence of the Contractor.
- 5.2. Based on the abstract of measurements issued by the Engineer's Representative, the contractor is required to submit monthly bills. In case of no progress, "NIL" bill will be submitted to the Engineer-in-charge by the Contractor. In case contractor is not desirous of taking a bill for whatever reasons, he may submit 'NIL' bill to the Engineer-in-charge.
- 5.3. As soon as the bills are received in the office of the Engineer-in-charge, 75% of the bill amount after affecting statutory recoveries will be released within a week's time. Balance 25% of the bill amount subject to modifications if any will be released after test check and technical check and before passing the next bill. No fresh bill be passed until the previous bill is paid completely.
- 5.4. All the bills shall be accompanied by a statement of claims signed by the Contractor or his authorized representative. In case of no claims a 'nil' claim certificate shall be submitted, unless the claim statement is attached no bill will be passed.

5 Security Deposit:

- 6.1. The Security Deposit for the due and faithful completion of the work will be indicated in the letter of acceptance.
- 6.2. The amount required to make the full Security Deposit will be recovered @10% of the 'on account' bills of the Contractor.
- i) For Contracts upto Rs.One Lakh in value - 10% of the value of the Contract
- ii) For Contracts costing more than Rs.One and upto Rs.Two lakhs - - 10% of the first Lakh and & 7.5% of balance value.
- iii) For Contract costing more than Rs.Two Lakhs in value up to 2 crore – 10% for first Rs.1 Lakh, 7.5% of next Rs.One Lakh & 5% of the balance subject to maximum of Rs. Ten Lakhs. The amount over and above Rs.3 lakhs to be recovered from the progressive bills of the contractors at the rate of 10% till it reaches the required value.

iv) For Contract costing more than Rs.Two - 5 % of the contract value.crore in value The amount over and above, Rs. 3 lakhs to berecovered from the progressive bill of thecontractor at 10 % till it reaches 5 % of the contract value.

Provided also that in case of a defaulting Contractor the Corporation may retain any amount due for a payment to the Contractor on the pending "On account Bill" so that the amount of accounts so retained may not exceed the amount required to make up the security deposit.

- 6.3. Security Deposit will be refunded after the satisfactory maintenance of the works during the period of maintenance and on expiry of the maintenance period as stipulated in the contract.
- 6.4. The Contractor may convert the security deposit with the Corporation into a Fixed Deposit Receipt by remitting necessary charges. Such conversion of security deposit into FDR will however be considered only if the security deposit exceeds Rs.50,000/-

6 Advance:

For works costing more than Rupees One Crore only, the following types of advances may be paid to Contractor on his request at the discretion of the Corporation.

7.1. Mobilization Advance

A mobilization advance will be paid by the Corporation to the Contractor, on his return request, as specified below:

- 7.1.1. The advance will be limited to 10% of the contract value as per the rates accepted. It shall carry simple interest of 18% per annum. The advance will be paid in three stages.

Stage I	-	2.5% contract value on signing of Contract.
Stage II	-	2.5% of contract value on establishment of camp site, mobilization of manpower and infrastructural facilities for commencement of work.
Stage III	-	5% of contract value on actual commencement of work.

- 7.1.2. Each stage payment will only be made after the Engineer-in-charge is satisfied that the amount advanced earlier has actually been utilized for the purpose for which given based on the details to be furnished by the Contractor.

7.2. Advance on Plant & Machinery:

- 7.2.1 An advance payment of 10% of the contract value as per the rates accepted or 75% of the actual / present day cost of the plant and machinery whichever is less shall be paid by the Corporation to the Contractor after the plant / machinery are brought to the site and commissioned and on production of a Bank Guarantee for the amount. The Engineer's valuation of the present day cost of the plant & machinery will be final and binding on the contractor. The advance shall carry 18% simple interest per annum. The machinery, their number and the type are to be duly approved by the Engineer for the eligibility of plant / machinery advance. These shall be got insured against all risk such as theft, damage, accident, fire, etc. at Contractor's cost for the duration of contract and documents produced to this effect.
- 7.3. The advance shall be paid only against a Bank Guarantee for the amount from any main branch of a Nationalised Bank / Scheduled Bank in a form and manner acceptable to the Corporation.
- 7.4. The advance given to the Contractors will be recovered from his on account bills. The recovery will start when the cumulative value of the 'on account' bills exceed 15% of the agreement value. The advances will be recovered in suitable installments so that by the time the Contractor is paid bills upto 85% of the agreement value the full amount of the advances given to him will be completely recovered.
- 7.5. Interest at the rate of eighteen percent per annum will be computed on diminishing balance basis on the amount of advance outstanding. The date of submission of the on account bill will be reckoned as the date on which the recovery has been made for purposes of computing the outstanding and working out the interest.
- 7.6. The Tenderers are particularly notified that apart from the various recoverable advances contemplated in this tender document, no payment of installation and mobilization charges of any kind shall be made admissible. Tenders stipulating such conditions are liable to be rejected on this ground alone.

8.0 Deployment of Plant & Machinery.

The deployment of all plant and machinery including moving machines by the contractor shall be such as not to infringe or cause damage to Corporation's or any other Government or Private properties. For any loss or damage resulting from violation of this clause, the contractor(s) shall be wholly responsible and pay the amount of compensation as decided by Engineer-in-charge.

- 9.0 Before locating the Contractor's sheds, stores, camp office, yards, etc., in the Corporation premises, the locations should be got approved by the Engineer-in-charge. For this purpose, land as available and can be spared will be given free of charge for the period of construction only. On completion of work, the Contractor shall leave the site free of all structures / debris etc.

The Contractor shall make his own arrangements at the site of work for the safe storage and custody of Corporation's materials issued to him. Such

Corporation's materials issued to the Contractor and stored at the site of work shall be open for inspection by the Engineer-in-charge at any reasonable time.

10.0 Issue of Materials :

- 10.1. Normally no materials will be issued to the Contractor for the execution of works, related ancillary works or temporary works except those envisaged in the 'Additional Special Conditions of Contract'.
- 10.2. The Contractor shall fully account further entire quantity of steel issued to him. All unused MS rods structural sections and plates which are above the limiting lengths / areas specified below shall be returned to the Corporation's nominated Stores Depot at Ratnagiri and Madgaon. In addition to the limiting length / area, the steel should be in usable condition. The decision regarding usability of the returned steel shall be taken by the Depot-in-charge whose decision will be final and binding. The DS 8 note should record the condition of the returned steel, certified by AMM, in the absence of which it will be treated as scrap while finalizing the bills.
- a. M.S. rods and torsteel : 3 meters
 - b. Structural Steel sections: 3 meters
 - c. Plates (area) : 0.4 Sq. meter

The handling and transportation in this regard shall be arranged by the Contractor at his cost

11.0 Scrap Materials :

The cut cables falling below the limits mentioned above shall be treated as scrap and shall become the property of the Contractor and shall be taken away by him subject to the following recoveries.

- 11.1. Recovery for scrap / unaccounted cable/ wires:

Recovery for the scrap and unaccounted cables shall be regulated on the following basis:

S.N.	Type	OFC/ Copper Cables	Rate of
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			recovery
1.	Irrecoverable wastage for which no charges will be levied.	upto max. of 2% of the length based on linear 1 measurement.	Nil
2.	Recoverable wastage	A further 4% of the length of of the particular section used in work.	At the prevailing market rate (*).
		Beyond 6% as above	At twice the prevailing market rate (*).

(*) for the relevant section at final accountal stage.

- 11.2. Cables will be issued to the Contractor by length. The actual quantity used in works will however, be arrived at by actual length of the cable laid/used for the work. The returned materials are again accounted on length basis.
- 11.3. If it is discovered that the quantity of materials used is less than the quantity ascertained as herein before provided, the cost of the materials not so used shall be recovered from the Contractor on the basis of the above stipulated formula if the balance is not returned to the Corporation.

12.0 Labour camp:

- 12.1. The Contractor must establish proper labour camps with proper water supply and toilet facilities and should keep the area in a neat and hygienic condition. If female labourers are employed, crèches for their children must also be organized. In case the Contractor is not organizing these arrangements, the Engineer-in-charge will give it in writing about these omissions and in case the Contractor is not adhering to these instructions, the Corporation will have the power to impose a fine upto a maximum of Rs.10,000/- on each occasion and this amount will be deducted from the Contractor's bill.
- 12.2. **Antilarval work:** During execution of the works against this contract the Contractor shall be responsible for antilarval work at the camp site and labour camps at his / their own cost.

13.0 Employment of Qualified Engineers:

- 13.1. 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 the established bench marks and the cross levels, plotting the

cross section levels, computation of quantities, taking measurements, preparation of bills 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 along with the tender documents. The Contractor should also submit a list of names of graduate engineers and diploma holders with their bio-data to the Corporation within 15 days from the date of issue of letter of acceptance for approval by the Engineer-in-charge. Any further changes should be advised to and got approved by Engineer-in-charge.

- 13.2. The Contractor's technical staff should be available at site to take instructions from the Engineer-in-charge. In case the Contractor fails to employ sufficient number of qualified technical staff, the Corporation reserves its right to take necessary action under provisions of the General Conditions of Contract.
- 13.3. In case the Contractor fails to employ the technical staff as aforesaid to the satisfaction of the Engineer, he shall be liable to pay a reasonable amount not exceeding a sum of Rs.5,000/- for each month of default in case of each graduate Engineer and Rs.10,000/- for each month of default in case of each diploma holder. The decision of the Engineer-in-charge as to the amount to be deducted on this account shall be final and binding on the Contractor.

14.0 Programme of work.

- 14.1. Progress shall be maintained strictly with the programme given by the Engineer-in-charge from time to time and as per accepted CPM net work/PERT charts.
- 14.2. This is to reiterate that the corporation reserves the right of terminating the contract at the risk and cost of the tenderer at any stage of review of progress under 14 above, if the agreed programmes (s) are not adhered to within a margin of 10% as envisaged in the General Conditions of Contract.
- 14.3. Non submission of the programme(s) as envisaged in 14 above also tantamount to breach of contract by the tenderer and the corporation shall be entitled to terminate the contract at the contractors risk & cost under clause 61(1) viii of the General Conditions of Contract, for this lapse alone.

15.0 Employee's Provident Fund.

- 15.1. 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.
- 15.2. 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 of 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 & 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 money payable to the Contractor by the Corporation.

- 15.3. Contractor should submit a compliance certificate to Sr. Regional Engineer along with the details of employees and recoveries made to the Konkan Railway Corporation as per the standard proforma available with Sr. Regional Engineer.

16.0 Precautions during progress of work :

- 16.1. While working near to or along side the existing powerline crossings or telephone / telegraph line crossings, the tenderer / contractor shall be responsible for ensuring that no interference or obstruction is caused by their men or machinery under any circumstances. He shall ensure safety to life for his own men and machinery duly maintaining distance from power line crossing.
- 16.2. Any obstruction such as service lines, water pipe lines, cable, sewerage, etc. met with during the progress of work / supply should be immediately reported to Engineer-in-charge and the department will make arrangement for removal of such obstructions.
- 16.3. The tenderer / contractor will be responsible for any loss or damage to the Corporation and Public Property or third party, if it occurs during the course of execution of work and Corporation reserves its right to have damages made good by the tenderer / Contractor at his own cost.
- 16.4. The tenderer / contractor must ensure the safety of labourers engaged by him during the course of execution of work and the Corporation will not be responsible for any injury sustained by the labourer and or any fatal accident and the tenderer / contractor should bear all the loss and expenditure involved. The tenderer / contractor must indemnify the Corporation from any liability arising out of such cases.
- 16.5. Environment Protection : The Contractor must organize his work in such a way that the ecology of the area is not badly affected. The instructions issued in this regard will have to be carefully followed. Particular attention is required in case of making the pits for taking out the earth from the quarries and also in the dumping of cut spoils, etc.

17.0 Service / Facilities :

- 17.1. **Service Roads** : The Corporation does not undertake to provide any service roads for the movement of the tenderer's/contractor's vehicles. The tenderer/contractor can, however, make use of the service roads within the boundary of the Corporation wherever they exist, free of charge. The Corporation does not undertake to maintain the same and the

Tenderer/Contractor shall maintain the same at his own cost. In other places, the tenderer/contractor should make his own arrangements for the movement of his vehicles and no extra rate shall be paid for this. The Corporation reserves the right to make use of the service road formed and maintained by the tenderer / contractor as and when necessary without any payment to the contractor. In the event of tenderer / contractor forming the service road it shall be clearly noted that the tenderer / contractor shall make his own arrangement for obtaining land for his temporary use / permission of the private party if any and the Corporation will not undertake any responsibility in this regard. The service roads formed by the tenderer / contractor should also be made available for the use of other tenderers / contractors working for the Corporation.

- 17.2. The tenderer / Contractor shall arrange to obtain permission directly from State Government or Local Authority for using PWD and Panchayat Roads. The rate tendered shall be inclusive of any cess, tax or any other charges payable to the authorities concerned.
- 17.3. The Contractor has to make his own arrangement for electricity required for the works of his own cost.
- 17.4. The Contractor will have to make arrangements at his own cost for water required for the work and other needs. The Contractor will have to make his own arrangements at his own cost for water required for the work and other needs. However if the contractor avails corporations water wherever available then 1% of the value of the work where water is needed as per schedule of item will be deducted
- 17.5. **Machinery / Plant** : The Contractor should make his own arrangements for all plant machinery needed for work and operate the same with necessary experienced manpower and consumable stores / spares at his own cost, within the quoted rates.
- 17.6. The Contractor shall arrange to obtain permission directly from the Forest Department for using forest roads and the rates tendered are to be inclusive of all cess, maintenance charges, taxes, if any, and all other charges payable to the State Government or local authorities. The Corporation will not be responsible for any payment on this account.

18.0 Licence for explosives:

The Tenderer / Contractor shall make his own arrangement for obtaining the license for any explosive as may be necessary and for procurement, transportation, storage and use of the same.

19.0 Payment of Royalty charges :

- 19.1. All payments of Royalty charges etc. to the State Government in connection with extraction and supply of rubble stone / stone ballast / sand from other than Corporation's lands acquired by Corporation under Land Acquisition Act 1985, have to be borne and paid by the tenderer / contractor.
- 19.2. The Corporation in consultation with the respective State Government will confirm percentage of Royalty Charges to be recovered for the supply of minor

minerals. The Corporation is entitled to deduct from the tenderers / contractors and keep in deposit such amount equal to the proportionate Royalty charges from each on account bills and the same will be released as and when the tenderer / contractor submits a receipt / documents / clearance certificate that Royalty charges have been paid by the tenderers / contractors relating to the contract.

- 19.3. The tenderer / contractor will be required to obtain a final Royalty Charge clearance certificate from the concerned State / Revenue Authorities / Collector and produce the same to the Engineer-in-charge, after completion of supply but before the release of final bill. If in any case the tenderer / contractor fails to produce the clearance certificate for Royalty amount equal to the amount of unpaid Royalty Charges as intimated by the Revenue Authorities / Collector or as calculated on the basis of relevant rules, for payment of Royalty charges applicable to the area. No claim regarding interest charges for delay in payment of the retained amount on Royalty charges shall be entertained.
- 19.4. Alternatively, the retained amount will be release, at the discretion of the administration, on production of clear BANK GUARANTEE covering the amount so withheld towards Royalty Charges / State Taxes.

20.0 Sales Tax :

- 20.1. Soon after the award of the work the contractor is required to submit his 'Sales Tax Registration No.' to the Engineer-in-charge. The sales tax on works contracts as applicable to Sales Tax Registered contractors as prevailing on the day of the opening of the tender will be deducted from the bills of the contractor.
- 20.2. In the absence of Sales tax Registration number, Sales tax as prevailing on the day of opening of the tender for contractors not having Sales Tax Registration will be deducted from the bills.
- 20.3. The above mentioned Sales tax on "Works Contract" is distinct from the Sales tax elements that might have gone into the price of various raw materials used by the Contractor in the work concerned and in respect of which the Corporation will not reimburse any Sales-Tax and which will continue to be borne by the Contractor hitherto.
- 20.4. A certificate of the 'Sales Tax' Deducted at source from the contractors bill will be provided to the contractor at the end of financial year.
- 20.5. The Contractor shall engage local labour for unskilled work as far as practicable.

21.0 Approval of Samples of Materials :

All materials to be used in the work by the Contractor shall be subject to the prior approval of the Engineer-in-charge of work. Before using in the works the tenderer / Contractor shall submit samples of materials and arrange for the supplies, only if the same are approved. All supplies shall be made as per approved samples.

22.0 Reinforcement :

- 22.1. Weight and quantity of reinforcement used shall not be a matter of dispute for RCC work.
- 22.2. The binding wire required for all the reinforcement shall be arranged by the Contractor at his own cost.
- 22.3. In the event of mild steel / TOR steel of diameter as specified in the drawing being not available, the nearest size shall be given and no claims on account for increases in weight of steel rounds in handling, cutting, bending, binding, hooking, fixing, placing, etc. of reinforcement including additional binding wire shall be entertained by the Corporation.

23.0 Approval of hidden stages of work

- 23.2 While executing the work there are hidden stages of work each such stage shall be approved by Engineer-in-charge or his representatives. No further work shall progress unless the previous hidden stage was approved by the Engineer-in-charge or his representatives.
- 23.2 In case Contractor proceeds to carry out the work in contravention to the instructions at Clause 21.1 the Corporation reserves the right to get the details of hidden stages of work verified by dismantling the subsequent work carried out by the Contractor at his cost. The contractor will not have any claim on the loss suffered by him.

24.0 Liquidated Damages:

Whenever there is work delaying on account of the failure of the Contractor a penalty equivalent to 0.5% (half percent) per week on the leftover value of work will be imposed on the Contractor towards liquidated damages.

25.0 Working under Block Conditions:

- 25.1. Wherever required, the work shall be carried out under traffic conditions. Block for carrying out the work will be arranged by KRCL without affecting the train services.
- 25.2. Contractor has to organize his works in such a way that no activity is held up for want of adequate block or non availability of 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 penalized as under in case trains are detained due to his failure in clearing traffic block after ensuring track safety.
- ii. Rs. 10,000/- per hour or part there of in case of mail/express trains.
 - iii. Rs. 5,000/- per hour or part there of in case of goods train

The contractor shall organize his works ensuring safety of traffic, railway property and contractor's men and materials at all times.

