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K O N K A N R A I L W A Y C O R P O R A T I O N L T D

(A G O V T O F I N D I A U N D E R T A K I N G)

XX

T E N D E R D O C U M E N T S

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Name of work : Supply and plantation of vetiver grass sappling on cutting slopes under SEN/Chiplun section.

Tender No : KR/RN/W/2010/17

Last date of receipt : 30.03.2010 upto 15.00 hrs.

Issued to (Name of Contractor :-----

Sr No of tender form :-----

No of pages :-----

Date of issue :-----

Signature of KRCL officier:-

Office of Regional Railway Manager
Konkan Railway Corporation Ltd.
MIDC Area, Mirzole
Ratnagiri

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- Note :- 1) Tender document is not transferrable.
2) Tender document should be submitted without detaching any pages.

KONKAN RAILWAY CORPORATION LTD, RATNAGIRI.
NOTICE INVITING TENDER
(SECOND CALL)

To,

Sealed tenders are invited for the work cited as per the following details. Necessary tender documents may be obtained from this Office on any working day from 11.00 hrs.of 18.03.2010 upto 13.00 hrs. of 30.03.2010, on payment of tender form fee as mentioned by cross demand draft in favour of Konkan Railway Corporation Ltd., Ratnagiri payable at Ratnagiri. Tenders without EMD are liable for rejection. However, tenderers who have already deposited EMD with C.O./Belapur need not deposit EMD separately and shall only specify the details.

Name of work : Supply and plantation of vetiver grass
sapping on cutting slopes under
SEN/Chiplun section.

TENDER NO. : KR/RN/W/2010/17

ESTIMATED COST OF WORK : Rs.6,08,000/-

COMPLETION PERIOD : one month(including monsoon)

EARNEST MONEY DEPOSIT : Rs.12,200/-

LAST DATE AND TIME FOR DEPOSITING
SEALED TENDERS IN THE TENDER BOX : 30.03.2010 upto 15.00 hrs.

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

TIME AND DATE OF OPENING : 30.03.2010 at 15.30 hrs.

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

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

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

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

NOTE: This tender notice is only for *eligible contractor registered with Konkan Railway Corporation Ltd.

*(Eligibility - GS & EW Class - A,B,C & D)

(Tender notice as well as tender document are available on KRCL WEB site : www.konkanrailway.com)

(Md.Aasim Sulaiman)
Sr.Regional Engineer,
For Konkan Railway Corpn.Ltd.,
Ratnagiri

KONKAN RAILWAY CORPORATION LIMITED
TENDER FORM

To,

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

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

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

contd..2

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

OR

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

OR

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

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

SIGNATURE OF TENDERER(S) /
CONTRACTOR(S)

DATE :

ADDRESS :

SEAL :

Signature of Witnesses :

Regional Railway Manager
Konkan Railway Corporation Ltd.
Ratnagiri

CORRECTION SLIP

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

VARIATIONS IN QUANTITIES

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

Signature of Contractor

Senior Regional Engineer
Konkan Railway Corporation Ltd.
Ratnagiri

Schedule

Name of work: Supply and plantation of vetiver grass sappling on cutting slopes under SEN/Chiplun section.

Name of Agency :

Item no	Description of item	Unit	Rate	Qty	Amount
01	Supply and plantation of vetivery grass on cutting slope including making holes of size 25mmdia & 100 mm deep by suitable rod as per requirment in all kind of soils, murum, hard murum, laterite cutting on berm and slope of cutting etc with contractors own labours with chemical fertilizer/ bio-mass including backfilling with excavated materials with all contractor's labours, tools including with all leads & lift and as directed by Engineer-in-charge.	Per Hole	3.20	190000.00	608000.00
				Total Rs	608000.00

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

Grand total Rs.

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

(_____) at par/

Above/ Below the schedule rates.

Note:

- 04 samples of vetivery grass should be planted in each hole. If it is found less than 04, no payment will be made for such type of work.
- The spacing of vetivery is 0.20 x0.50 meter i.e distance between two sapling is 0.20 meter and distance between two rows is 0.50 meter. After layout, the holes of 25 mm dia and 100mm deep shall be dig with the help of rods without disturbing land surface.
- After preparing the hole ready for plantation, Vetivery grass are planted in the hole by 100 mm deep. Before the plantation, the root of the grass should be dipped in the Humic Acid. After plantation holes shall be pressed by hand.
- Following fertilizer are to be filled in the hole:
 - Bio mass - 50 gm/per hole
 - Murit of Potash - 5 gm/per hole
 - Single Super Phosphate - 10 gm/per hole

Signature of Contractor

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

ADDITIONAL SPECIAL CONDITIONS OF CONTRACT

- 01 Scope of work : Works mainly involved in this tender are for supply and plantation of vetivery grass sapling in cuttings under SEN/Chiplun section.
- a) Supply and Plantation of vetiveri grass sapling on cuttings slope including making hole of size 25mm dia & 100 deep by suitable rod as per requirement at site in all kind of soil, murum, hard murum and laterite soil with contractor's own labour with contractor's own chemical fertilizer/ bio-mass as per below. At least 4 vetivery grass sapling should be used in each pit. If it is found that the sapling are used less than 4 Nos, payment will not be made and summarily rejected.
Following fertilizer are to be filled in the hole:
- i) Bio mass - 50 gm/per hole
 - ii) Murit of Potash - 5 gm/per hole
 - iii) Single Super Phosphate - 10 gm/per hole
- b) The spacing of vetivery is 0.20 x 0.50 meter i.e distance between two sapling is 0.20 meter and distance between two rows is 0.50 meter. After layout, the holes of 25 mm dia and 100mm deep shall be dig with the help of rods without disturbing land surface.
- c) After preparing the hole ready for plantation, Vitivery grass are planted in the hole by 100 mm deep. Before the plantation, the root of the grass should be deep in the Humic Acid. After plantation holes press by hand.
2. Period of Completion : One Month(including monsoon) from the date of issue of acceptance letter.
3. Time limit : Time is the essence of the contract and the tenderer /contractor is required to complete the work within the period of completion.
4. Period of maintenance : One year after completion of the work.
5. As per the provision of EPF & MP Act, 1952, contractor who is engaging labour has to deposit PF amount with EPF authorities. It should be ensured that, PF registration details of the contractors are available and included in the tender document. No payment should be arranged in case of PF registration number is not made available.
- In case the contractor has not registered with EPF authorities, but is liable for payment of PF amount, the amount should be recovered from due bills and paid to EPF authorities quoting the PF registration number of KRCL. Detail instructions and compliance certificate to be submitted are enclosed in Annexure-A.
6. Bio-mass and chemical fertilizer required for the works will be arranged by the contractor. Contractor shall arrange to supply bio-mass and chemical fertilizer at once and transport to the workspot as per requirement for plantation at his own labours.
7. Payment Terms & Conditions :
- i) 50% payment will be released after survival of the plant at the end of one month after plantation.
 - ii) Balance 50% payment will be released after one year after completion of the work for surviving plants.

8. Approximate locations and quantities are indicated in Annexure-B. The locations and quantity may vary as per site conditions for which no claim will be entertained due to change of locations, addition or deletion of locations or quantities etc.
9. Before starting the work, contractor should take the layout of works to be carried out in the cutting from concerned Engineer-in-Charge.
10. Site order books, progress register and material issue register shall be maintained at site and entries will be recorded on day to day basis in the registers and signed by jointly by Corporation Supervisor and by contractor or his authorised representative.
11. Proper care should be taken to protect the track as well as OFC cables from damage during the execution of works. If damage is occurred due to negligence of the contractor, penalty of Rs.1.00 lakh or actual whichever is more on each incidence shall be levied and binding on the contractor.
12. The materials issued to the contractor shall be properly secured and the contractor is responsible for its safe custody. The contractor shall take all the precaution to prevent its damage from fire, floods etc. In case of loss of Corporations materials, the Corporation will recover the cost as per extent rule.
13. 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.
14. The Engineer-in-charge shall approve the methodology proposed to be adopted by contractor, with a view to ensure safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirements to be adopted/followed while executing the work. There shall be an assurance register kept at each site, which will have to be signed by both i.e. Railway Supervisor or his representative as well as the contractor's supervisor as a token of their having understood the safety precautions to be observed at site.
15. It shall be clearly understood that the contractor is personally responsible for any omission and commission on the part of men engaged by him. In case of any damages to railway/public property or injurious to the travelling public on account of failures of contractor to adhere to safety or resulting in an accident, the cost of damages will be recovered from the contractor from this work or other on going works. In addition, the contractor will also be liable for criminal prosecution as per extent rules.
16. Before tendering, tenderer/contractor shall inspect the site and get himself acquainted about availability of labours, materials, approach road, working condition etc.

Signature of Contractor

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

EPF CLAUSE :

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

Contractor

Senior Regional Engineer
KRCL/Ratnagiri

COMPLIANCE CERTIFICATE

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

Place

Signature of the contractor

Date

Seal

List of Approx.locations & quantity for Vetivery Grass Plantation in each cutting under SEN/Chiplun section.

Sr No	Name of cutting	Location	Approximate Quantity (Nos.of hole)
01.	Kumbharde	68/020-220	15000
02.	Shirsavane 'S' approach	71/800-72/700	75000
03.	DWN Tunnel 'S' approach	82/400-500	6000
04.	Ashti Tunn.'S' approach	109/400-500	500
05.	Kamathe Cutting	138/100-300	6000
06.	Agave Cutting	148/400-600	87500
TOTAL			190000

NOTE: 1.The locations and quantity are approximate and may be changed as per site requirement. No claim will be entertained due to change of location or increase/decrease in quantity.

2.At least 04 samples of vetivery grass should be planted in each hole.

Signature of Contractor

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