

KONKAN RAILWAY CORPORATION LIMITED
(A Govt. of India Undertaking)

TENDER DOCUMENTS

Name of Work : Removal of Rock under cut at Barcem
tunnel.

Tender Notice No. : KR/MAO/OL/W/2010/16(RT-1) dt.19/07/10

Last date of receipt : 10/08/2010 up to 15.00 Hrs.

Sl.No. of Tender Form :

Issued to (Name and :
address of the
Contractor
.....

Date of issue :

Signature of KRC :
Official

=====

- NOTE : 1. The tender documents are not transferable
2. The tender documents should be submitted intact
without detaching any pages
3. Cost of tender form is Rs. 565/-

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

T E N D E R F O R M

To,
The Regional Railway Manager~
Konkan Railway Corporation Ltd.~
Karwar~

I/We
have read the various condition to tender hereto attached and hereby agree to abide by the said condition.I/We also agree to keep this tenderer open for acceptance for a period of 90 days from the date fixer for opening the same and in default thereof I/we will be liable for forfeiture of full amount of my/our EMD.I/We offer to do the works relating-to tender NO:KR/MAO/OL/W/2010/16(RT-1) dt.19/07/2010 for the work of " Removal of Rock under cut at Barcem tunnel."

1. I/We here by bind myself/ourselves to complete the work with in the time limits specified in the conditions of tender and also to adhere to the programme of construction submitted along with this tender.
2. I/We also here by agree to abide by the Regulation for Tender and Contracts for works General Conditions of Contract,1991 of the Konkan Railway Corpn. as amended up to date. And the standard special conditions of contracts 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 Regulation for tender and contracts for works,General conditions of contract and Standard special conditions of contract as issued by KRCL will form part of the tenderer or 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 Diploma holders in adequate number 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 remitted herewith as EMD in the form of crossed demand draft drawn in favour of Sr.Regional Account Officer,KRCL,Karwar,Payable at Karwar 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 (Ninety) days from the date of fixed for opening of the tender or resile from My/our offer or modify the terms and conditions there of in manner not acceptable to the KRCL.

contd..

or

- . b)I/We don't execute the contract agreement document within 7 days offer receipt of acceptance letter/letter of intent issued by corporation that such document are ready.

or

- . c)I/We do not commence the work within ten days after the receipt of order to that effect.
- 6. Until a formal agreement is 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
Date:
Name:
Address:
Seal :~

Encl:

Signature of witness:

- 1.
- 2.

SCOPE AND GENERAL DESCRIPTION OF WORK

Name of Work:Removal of Rock under cut at Barcem tunnel.

INSTRUCTION TO TENDERERS

The details of work which are required to be executed under this tender is definated below for the guidance of tenderers.

1.The main scope of work consist:

"As per enclosed schedule."

2.The tenders must be enclosed in sealed covers superscribing thereon the name of the work as mentioned in tender notice un must be deposited in tender box in the office of the Konkan Railway Corporation Ltd. Rawan fond Madgaon not latter than the time and date of mentioned in tender notice.The tenders will be opened at the stipulated time in presence of such of those tenderers or their authorised representatives who may choose to present.Tenders which are received after the date and time specified are liable to be rejected.

3.Tenders containing overwriting,additions,alternations,erasures ,obliterations and other defects are liable to be rejected.All corrections made by the tenderer should be properly attested by the tenderer.If the tenderers want to specify any special conditions or furnish any additional informations by way of clarifications,amplifications etc.,they may do so in a covering letter only and in no case make any alterations or corrections in the tender documents.

4.The tenderer(s) shall sign every page of tender document and submit the tender document intact.

5.The tenderer shall quote only one single uniform %age at par/above/below for all schedules.The percentage quoted shall be in whole numbers and should not be quoted in fraction.Wherever there is difference between the rates quoted in figures and in words,the rate quoted in words only will prevail.

6.The tenderer shall visit the site of work and ascertain for himself all the aspects of site conditions viz.,accessibility,availability,of approach roads,nature of soil,availability of materials,water for work and drinking purposes,electricity,site for labour camps and stores,godowns,extent of lead/lifts involved in the work,availability of skilled and unskilled labour etc.,that may be encountered in the course of the execution of the work.In short he should familiarise him self fully with the site conditions and GIVE A CERTIFICATE TO THIS EFFECT in the proforma appended here under.

7.The tenderer(s) shall also sent along with the tender attested photostat copies of documents like deed,articles and memorandum of association,certificate of incorporation,memorandum of understanding in respect of consultancy/collaboration proposal,partnership deed etc., in case relevant records were not submitted at the time of applying for pre-qualification. However the corporation may demand production of all the original document as may be considered necessary.

8.The tenderer shall give a comprehensive list of plant and machinery which he proposes to use in the construction of the present work,together with the details of their make,capacity,number on hand,number proposed to be procured,their value etc.,

9.Unless otherwise mentioned,the general condition of contract,1991 of the Konkan Railway Corporation Ltd. the relevant IRS/IRC/IS codes ,and Railway standard specification as amended up-to-date,will apply to this contract.Where there is any conflict between General conditions of contract or between IRS/IRC/IS codes/Railway standard specification and special specification of tender,the later will prevail.

10.The successful tenderer(s) has /have to deposit the security deposit in such amount in such manner as specified in the tender document.

11.Tenderer shall submit the list of works which are currently being executed by them,their contract value and dates of completion.

12.Tenderer has to submit programme of work along with the tender document.

13.Non compliance with any of the condition set forth in this tender document is liable to result in the tender being rejected.

14.The tenderer should indicate the total value at the appropriate place in the schedule of quantities and rates and/or in summery sheet of tendered amount as the case may be.

15.These "Instructions to the tenderes" shall be deemed to form a part of tender documents.

16.The term " correction slip" wherever mentioned in the tender document shall include any Addendum slip/Corrigendum slip as well.

17.Any specification / condition stated by the tenderer in the covering letter submitted by him along with the tender shall be deemed to be a part of contract only to such an extent as has been explicitly accepted by the corporation.

Signature of Tenderer(s) /
Contractor(s).

Sr.Regional Engineer
Konkan Railway Corporation Ltd.
Madgaon.

CERTIFICATE

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

Signature of tenderer:

Date & Address:

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

1.1. Where there is a conflict between the General conditions of contract, 1991 and the Special Conditions of contract contained herein below, the latter shall prevail.

1.2. Any specifications/conditions stated by the tenderer in the covering letter submitted by him alongwith 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. All measurements, methods of measurements, meaning and intent of specifications and interpretation of Special Conditions of contract given and made by the Corporation or by the Engineer on behalf of the Corporation shall be final and binding and shall be considered as "Excepted matters" in terms of conditions No.62 of the General Conditions of Contract.

3. Agreement. All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the Konkan Railway Corporation Ltd.,

4. Cancellation of Documents.

The cancellation of any document such as power of attorney, partnership deed etc., shall forthwith be communicated by the Contractor to the corporation in writing failing which the Corporation shall have no responsibility or liability for any action on the strength of such documents.

5. Dissolution of Contractor's Firm.

If the contractor's firm is dissolved due to death or retirement of any partner or for any reason whatsoever before fully completing the whole work or any part of it undertaken by the principal agreement, the partners shall remain jointly, severally and personally liable to complete the whole work to the satisfaction of the corporation and to pay compensations for loss sustained if any, by the Corporation due to such dissolution. The amount of such compensation shall be decided by the Engineer-in-charge and his decision in the matter shall be final and binding on the Contractor(s).

6 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.

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7. Damages by Accident/Floods/Rains/Cyclones etc.

7.1. The contractor shall take all precautions against damages from accidents, floods or tides etc, No compensation shall be allowed to the contractor for his tools, plant & materials machines and other equipment lost or damaged by any cause whatsoever. The contractor shall be liable to make good the damages to any structure or part of a structure, plant or materials of every description belonging to the Corporation, lost or damaged by any cause during the course of construction work. It is essential that the contractor should take an all risk comprehensive insurance to cover not only contractor's men, materials and machinery but also to cover public property and third party risks for the duration of the contract and regularly pay all insurance premium within his quoted rates and produce proof of the same to the corporation.

7.2. The Corporation will not be liable to pay the Contractor any charges for rectification or repairs to any damage which may have occurred from any cause whatsoever, to any part of the new structures during construction.

8. Emergency Works.

In the event of any accident or failure occurring in or about the work or arising out of or in connection with the construction, completion or maintenance of the works which in the opinion of the Engineer requires immediate attention, the Corporation may bring its own workmen or other agency to execute or partly execute the necessary work or carry out repairs if the Engineer considers that Contractor(s) is/are not in a position to do so in time and charge the cost thereof, as to be determined by the Engineer-in-charge, to the Contractor.

9. The work is to be done during day and night and contractor has to make adequate arrangement for work during night time.

9.1. 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. Contractor has to organise his works in such a way that no activity is held up for want of adequate block or non availability block on any particular day. There shall be no detention of Railway traffic on account of any activity of the contractor or his men. Contractor will be penalised as under in case trains are detained due to his failure in clearing traffic block after ensuring track safety.

i) Rs.10,000/ per hour or part thereof in case of mail / express trains.

ii) Rs.5,000/ per hour or part thereof in case of goods train.

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

CONTRACTOR

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9.3 It shall be clearly understood that the contractor is personally responsible for any omissions and commissions on the part of men engaged by him. In case of any damages to railway/public property or injuries to the travelling public on account of failure of contractor to adhere to safety or resulting in an accident, the cost of damages will be recovered from the contractor from his work or other on going works, in addition the contractor will also be liable for criminal prosecution.

9.4 The contractor shall take all precautions for ensuring safety and he shall also implement the safety precautions advised by Engineer-In-Charge or his representative from time to time.

10. Site Facilities.

10.1. The Contractor has to make his own arrangement for construction of necessary service/approach roads from the nearest Village/State/National Highways and also for maintaining the same at his own cost.

10.2 The contractor has to make his own arrangements for storing materials, site office establishment etc., within his quoted rates.

10.3. The contractor has to make his own arrangement for Electricity required for the works at his own cost.

10.4. 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 there 1% of the value of the work where water is needed as per schedule of item will be deducted.

11. Income Tax Deduction and surcharge, if any will be deducted from Bills as per extant orders of the Government of India.

12. Machinery/plant

12.1 The contractor should make his own arrangements for all plants machinery needed for the work and operate the same with necessary experienced manpower and consumable stores/spares at his own cost, within the quoted rates.

13. Storage of corporation Materials

13.1 The nominated depot for issue of Corporation's materials to the contractor and for return of unused material by the Contractor is the Corporation's stores depot at MADGAON/Goa.

13.2 The contractor shall make his own arrangements at the site of work for the safe storage and custody of the Corporation's material 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 all reasonable time.

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Sr. Regional Engineer

13.3. 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 can be spared and will be given free of charge for the contract period only. On completion of work, the Contractor shall leave the site free of all structures/debris etc. The Contractor shall engage local labour for unskilled work as far as practicable.

14. Programme of work.

Progress shall be maintained strictly with the programme given by the Engineer-in-charge from time to time and as per accepted CPM network/PERT charts.

14.1 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 programme(s) are not adhered to within a margin of 10% as envisaged in the General Conditions of Contract.

14.2 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 contractor's risk & cost under clause 61(1) Viii of the General Conditions of Contract, for this lapse alone.

15. Non-Itemised Works.

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

16. Sales Tax or any other Taxes.

The Contractor shall bear in full any Sales Tax and /or other taxes levied by the State Government and /of Central Government from time to time. This would be entirely a matter between the contractor and State Government or Central Government and no claim whatsoever on this account shall be entertained by the Corporation.

The Sales Tax on works contract is distinct from the Sales Tax elements that might have gone in to the price of various raw materials used by the contractor in the work concerned and in respect of which, the tenderer is required to pay such tax if any applicable to the state Govt. concerned.

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17. The Contractor's quoted rate should include all handling, re-handling, lead and lift/descent whether by head load or any other means on all materials whether supplied by the Corporation or by the Contractor.

18. If the work is cancelled before commencement or terminated during execution in accordance with the condition prescribed in the General Conditions of Contract corrected up to date, the Corporation reserves the right to invite fresh tenders for the whole or any portion of the work and no claims will be entertained in this respect.

19. The Contractor will arrange to obtain permission direct from the state 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.

20. Labour Camp.

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, Creches for their children must also be organised. In case the contractor is not organising 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 up to a maximum of Rs. 10,000/- on each occasion and this amount will be deducted from the Contractor's bill.

21. Antilarval Work

During execution of the works against this contract the contractors shall be responsible for antilarval work at his/their own cost.

22. Environmental Protection

The contractor must organise his work in such a way that the ecology of the area is not adversely 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.

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23. Employment of Qualified Engineers.

23.1. The Contractor shall employ sufficient number of technical staff who shall be qualified Engineers as required for setting out alignment, taking the established bench marks and the cross section levels plotting the cross section levels, computation of quantities, taking measurements, and also for efficient supervision of various works at different work spots. The Contractor should also submit a list of names of graduate Engineer and diploma holders with their Bio-Data to the Corporation within 7 days from the date of issue of letter of acceptance for approval. Any further changes should be advised and got approved. Minimum one diploma/Graduate engineer shall be made available at site for supervision. (Up to value of work Rs.50.00 lakhs Diploma Engineer and beyond 50.00 lakhs Graduate Engineer or Diploma Engineer in Civil Engineering having minimum 5 years of experience in similar works for supervision and the Experience certificate shall be issued by Sr.RENs/KRCL should be available. Failure to deploy the minimum technical staff as above will make contractor liable for penalty as under:

1. No diploma Engineer Rs. 5000/- per month or part thereof.
2. No Graduate Engineer/Dipoma Engineer having minimum 5 yares of experience Rs.10000/- per month or part thereof.

24. Security Deposit.

24.1. The security deposit for the work required to be remitted by the Contractor shall be 10% of the value of the contract subject to a maximum of Rs. 3 Lakhs.

25. Rates.

It is to be clearly noted that the accepted rate for the items of work as set forth herein and as described in the Schedule of rates and quantities includes the cost of all works incidental to their execution.

26. 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.

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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 unauthorised and illegal tampering with the track and the contractor shall be liable for action under the Indian Railways 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. at the rate of Rs.5,000/- per hour of detention or part thereof for each train so detained. 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 be 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. The Contractor should arrange for "Lookout man" to warn his workers. No compensation will be paid by 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 may obtain Group Insurance in respect of his workers.
7. No ballast shall be wasted on the slopes of banks or in cuttings.
8. Notwithstanding 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.

9. 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.
10. At each work site, the Contractor shall employ and post one technical supervisor with a minimum qualification of Diploma in Civil Engineering who should have adequate experience in execution of ballast works. The name, technical qualification and details of experience of the technical supervisor so employed shall be advised to the Engineer. If in the opinion of the Engineer this supervisor is not fit to be incharge of the work, he shall be forthwith replaced. In this matter, decision of the Engineer shall be final and binding on the Contractor.
11. 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.
12. 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.
13. 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 jointly by Engineer's representative and by Contractor or his authorised representative.
14. 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.
15. Provision of Temporary speed restriction boards, and their lighting etc. shall be arranged by the corporation.
16. 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 contractors bills/security deposit/other dues.
17. 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 whichever ever is more of each incidence should be levied and binding on the contractor.

18. 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-a-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.
19. As far as feasible, contractor may be intimated by the corporation 24 Hrs. in advance of the expected arrival of loaded/Empty wagons and its probable extent and the site of loading / unloading and the arrangements shall be made accordingly by the contractor.
20. On Deep screening sites the contractor may be required to handle additional ballast which might have been put in during the intervening period. Nothing extra shall be paid for handling the additional ballast in all such cases.
21. In the case of loading/unloading from corporation wagons all commercial formalities shall be observed. All demrage/wharfage charges occurring due to neglect of contractor will be recovered from his bills/security deposit/other dues.
22. The contractor may be required suspend deep screening works during adverse conditions such as rains and no compensation of what so ever nature shall be payable, to the contractor on account of such suspension.
23. NON-COMPLIANCE WITH THE INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE :
- 23.1 The contractor shall always comply with the instructions/directives issued by the Engineer's Representative from time to time. In the event of non-compliance with such instructions/directives, apart from and in addition to other remedies available to the Corporation as specified herein above, the Engineer's Representative may employ at the work site required workers with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of railway traffic. The decision of the Engineer's Representative in regard to the need, appropriateness and adequacy of the deployment of the required workers with necessary equipment shall be final, conclusive and binding on the Contractor. The number of workers and other resources so deployed by the Corporation will be intimated in writing by the Engineer to the Contractor soon after such deployment.
- 23.2 When the required staff/ workers with necessary equipment are deployed in the above manner, recovery at the following rate shall be made from the Contractor's dues under this Contract or any of his other contracts. The recovery for the total number of man hours so deployed at the work site for the above purpose shall be made at the rate of Rs.20/- (Rupees Twenty Only) per man hour. The aggregate period of the man hours for the purpose of above recoveries shall be reckoned from the time the Corporation staff workers are actually deployed at the work site till the work is completed to the satisfaction of the Engineer's Representative whose decision in this regard shall be final, conclusive and binding on the Contractor. Recoveries for the deployment of the tools, plant and equipment shall be made at a rate twice the hire charges as per extent rules.

24. PERSISTENT NON-COMPLIANCE WITH INSTRUCTIONS/DIRECTIVES OF ENGINEER'S REPRESENTATIVE :

24.1 In case the Contractor persistently does not comply with the instructions/directives of the Engineer's representative, apart from and in addition to the remedies available to the Corporation as specified herein above, the Engineer's Representative without prejudice to the Railway's rights in this regard, can suspend the Contractor's work till the Engineer's Representative is satisfied that the Contractor has taken necessary steps and is in a position to comply with the instructions issued by the Engineer's representative.

24.2 The decision of the Engineer's representative in this regard shall be final, conclusive and binding on the Contractor. The Contractor shall not have any claim whatsoever against the Corporation for such suspension of the work.

24.3 During such period of suspension of work, the Contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt on the part of the Contractor shall tantamount to tampering of the railway track, for which the Contractor shall be liable for appropriate action under the relevant provisions of the Indian Railway Act or any other Act applicable/enforceable from time to time.

25. 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/trolleys in the section. When materials are moved on material trolley/diplorry under para 1120(4) of IRPMM 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.

26. 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.

27. All the tools, plants, equipment and other materials used by the Contractor shall be of approved type only.

28. Vehicles and equipments of contractors can be drafted by Railway administration on case of accident / natural calamities involving human life.

Contractor

Sr.REN/MAO.

ADDITIONAL SPECIAL CONDITIONS

1.SCOPE OF WORK:

- a)Chipping and removing rock under cut inside tunnel by chiselling up to 30 cm thick by protecting the track in traffic block condition.
- b)Muck fallen should be trained out from the location to the null point by using Corporation's diploorry and stacked at specified locations.

2.PERIOD OF COMPLETION/MAINTENANCE:

- a) Completion period: The contractor has to complete the work within Four months from the date of issue of letter of acceptance.
- b) Maintanance period: Nil months from the date of completion.

3. Security deposit as applicable will be recovered from Ist Running account bill. And the security deposit will be released after maintenance period only.

4. Time limit: Time is the essence of contract and the tenderer/contractor is required to complete the work within the period of completion.

5.Contractor should deploysufficient number of labours,machineries,tools and plants to carry out the work in such way that work shall be completed in targeted time.

6.Before commencement of work , the tunnel shall be jointly inspected by the representatives of KRCL and the contractor.The exact area to be chipped shall be shown to the contractor during this inspection.

7.The contractor shall take all precaution to protect the track from damage due to falling chipped muck.Damage to the track if any shall be recovered from the amount payable to the contractor.The decission of the Engineer - In - Charge concerning the assessment of track damage shall be final and binding on the contractor.

8.The contractor shall ensure that minimum obstruction is caused to any catch water drain or side drain in the cutting during chipping operation.The contractor as his cost shall make good any damage to these drains/drain slabs caused during loose scalling work.No obstruction in the form of soil/boulders shall be left in drains.

9.The corporation shall arrange to obtain traffic block for the chipping operation.Entire chipping work must be done with block protection.

10. After the chipping is completed, the representative of the Engineer - In - charge and contractor will jointly inspect the dropped boulders. The engineer's representative shall allow the contractor to remove the chipped muck/boulder after satisfying himself that the extent of chipping carried out is satisfactory.

11. 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.

12. Safety of labour working at site should be adequately ensured by providing safety belts or wooden balli barricade etc.,

13. Contractor will verify the locations of OFC/Electrical cable before executing work. Any OFC/Electrical damage during execution of work Rs.1.00 lakh penalty will be imposed to contractor.

14 All measurements, methods of measurements, meaning & intent of specifications and interpretation of Special conditions of contract given and made by the Corporation or by the Engineer on behalf of the corporation shall be final and binding and shall be considered as " Excepted matters" in terms of condition No.62 of the General Conditions of Contract.

15 No mobilisation advance shall be payable for this work.

16. Electricity shall be arranged by the contractor at their own cost Corporation will not arrange power supply from their stations/other sources.

17. 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.

KONKAN RAILWAY

Name of work: Removal of rock under cut at barcem tunnel.

SCHEDULE

SNo	Description of Work	Unit	QTY	RATE	AMOUNT
01	Preparation and arrangement of stage for chiselling of rock undercut inside tunnel.....	Lums sum	01.0	15000.00	15000.00
02	Chipping and removing rock under cut inside tunnel by chiselling upto 30 cm thick duly protecting the track in traffic block condition without causing damage to track with all men, materials, lead and lighting arrangement and lifts, lighting arrangement etc. complete as directed Engineer-in - charge.	Sqm	400.0	1166.00	466400.00
03	Loading and removal of loose scaling dibris/muck from tunnel and stacking...	Cum	103.0	150.00	15450.00
Total				=	496850.00

I/WE AGGREE TO CARRY OUT THE WORK (IN FIGURE) _____ % ABOVE/BELOW/ATPAR

(IN WORDS) _____ % ABOVE/BELOW/ATPAR

Signature of contractor

Name & Address:

Date:

Sr.REN/MAO

KONKAN RAILWAY CORPORATION LIMITED.

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NOTICE INVITING TENDER

To,

Sealed tender are invited for the work cited as per the following details. Necessary tender documents may be obtained from this office from 11.00 hrs of 26/07/2010 up to 13.00 hrs. of 10/08/2010, on payment of tender form fee as mentioned by cross demand draft in favour of Sr. Regional Account Officer, Konkan Railway Corporation Limited, payable at Karwar. Tenders without EMD are liable for rejection. However, tenderers who have already deposited SEMD with C.O/Belapur need not deposit EMD separately and shall only specify the details.

NAME OF WORK : Removal of Rock Under cut at Barcem tunnel.

TENDER NO : KR/MAO/OL/W/2010/16 (RT-1) dt. 19/07/10

SR. SECTION ENGINEER
ESTIMATED COST OF WORK : Rs. 06.06 lakhs

COMPLETION PERIOD : Four Months.

EARNEST MONEY DEPOSIT : Rs. 20,000/-

LAST DATE AND TIME FOR DEPOSITING
SEALED TENDERS IN THE TENDER BOX : 10/08/2010 UP TO 15.00 HRS.

PLACE OF DEPOSITING/OPENING OF
TENDER~ : OFFICE OF THE SR. REGIONAL
ENGINEER/KRCL/MADGAON~

TIME AND DATE OF OPENING : 10/08/2010 AT 15.30 HRS.

COST OF TENDER FORM : Rs. 565/-

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 Sr. Regional Account Officer payable at Karwar from any nationalised/scheduled banks

Tender will be opened at 15.30 hours on 10/08/2010 in the office of Sr. Regional Engineer/KRCL/Madgaon in the presence of all tenderers or their authorised representatives.

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

Note: For participating in this tender is eligible only from registered contractors of KRCL class A, B, C & D of "TU" category.

(Raju P Patgar)
Sr. Regional Engineer
For Konkan Railway Corporation Ltd.
Madgaon.

