Western Railway

RATLAM DIVISION

(Electrical Department)

Tender Document

Name of Work : Name of Work :- RTM Div. : Electrical work in connection with Standarzation & Modification of over head line as per IE Rules at Ratlam Station and providing battery charging facilities at Pit line No.1&2 and Sick line at Mhow station

NIT No. : EL/2012-2013/08(R)

Due Date of Opening : 06.07.2012

Tender inviting Authority

Divl. Railway Manager(Electrical)
Western Railway – RATLAM

DRM(Electrical)RTM

TD448

Western Railway –Ratlam Division

Office of DRM(Electrical)
Western Railway, RATLAM

Tender No. EL/2012-2013/08(R)

SUB : **Name of Work :- RTM Div. : Electrical work in connection with Standarzation & Modification of over head line as per IE Rules at Ratlam Station and providing battery charging facilities at Pit line No.1&2 and Sick line at Mhow station**

Issued to /Down loaded BY

Note :- If the tender has been downloaded from the website, interested bidders should write their name and address in the space above.
Authority: the price of the tender document paid for the above tender vide DD/Money receipt No-----------Dtd----------

(Interested bidder to fill money receipt/ Demand Draft particular deposited for the cost of tender)

1.	Name of work	:	**Name of Work :- RTM Div. : Electrical work in connection with Standarzation & Modification of over head line as per IE Rules at Ratlam Station and providing battery charging facilities at Pit line No.1&2 and Sick line at Mhow station**
2.	Approx. cost of work	:	6,39,721/-
3.	Earnest Money	:	12,800/-
4.	Cost of Tender document.	:	2,000/-
5.	Completion Period	:	90 Days
6.	Validity of offer	:	90 Days
7.	Type of tender	:	Open
8.	Tender Issuing Date	:	06.07.2012 up to 12.00 Hrs.
9.	Tender closing date	:	06.07.2012 at 15.00 Hrs.
10.	Tender opening date	:	06.07.2012 at 15.30 Hrs.

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Tenderer's Signature with Seal

Western Railway –Ratlam Division

11. The tender document is here by issued to you, on your request and on your having deposited the requisite cost the tender document as stated above. The tender document is being issued to your with further condition that you agree to abide by the conditions laid down herein after in the tender document, before submitting your tender.

Or

a. The document has been down loaded by you from the official website of Western railway **www.wr.indianrail.gov.in** for submitting the bid. A Demand Draft (separate Demand Draft other than of Earnest Money) for an amount of Rs. 2000/- in favour of Sr.DFM/Western Railway, payable at RATLAM towards the cost of the tender document will have to be enclosed with the tender document. In case the offer is not accompanied with the valid demand draft for the cost of tender document as detailed above, the tender will be summarily rejected.

b. You may please note that the document is being allowed to be downloaded with further condition that he/they agree to abide by the conditions laid down herein after in the tender document, before submitting his/their tender

c. You may also note that the end of the document is marked as "END OF DOCUMENT" The total document is to be downloaded for submission of the offer otherwise the document will be treated as incomplete and therefore invalid

d. Tenderer(s) may please also note that if any change/addition/deletion with malafide intention is made by the bidder and the same is detected at any stage even after award of the tender, all necessary action including banning of business may be taken against the bidder.

12. The Railway before the due date of the opening, on its own or in response to any clarification requested or suggested by any person including that of the tenderer, may modify the tender document at its sole discretion

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Western Railway
रतलाम मंडल
Ratlam Division

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INSTRUCTIONS TO TENDERERS REGARDING TENDER FORMS DOWN LOADED FROM INTERNET.

1. Tender file is to be down loaded from the internet and printout is to be taken on A4 size paper and details are to entered by the tenderer at the various locations in the document. It is advisable that the down loaded tender document to be printed through laser printer only. Submission of Xerox or photocopy of tender document is prohibited.
2. This tender document (in full) downloaded along with the various documents is required to be submitted as per the tender conditions, is a sealed cover, duly subscribing with the name of the work, tender notice No, and date submission of tender, downloaded from the internet etc, and the same should be dropped in the tender box kept in office of Divisional Railway Manager (Elect.) Do Batti, Western Railway Ratlam, before the date an time stipulated in the tender document.
3. The tender documents are available on Western Railway website i.e. www.westernrailwayindia.com and the same can be downloaded and used as tender document. The cost of tender document as indicated in the tender document will have to be deposited by the tenderer in the form of bank draft/ Money Receipt payable in favour of Senior Divisional Finance Manager W. Rly, Ratlam along with the tender document. This should be enclosed as a separate demand draft and not included in the Earnest money. A single demand draft for the cost of tender form and Earnest Money Deposit will not be accepted. Tender not accompanied with the demand draft towards the cost of the tender document will be summarily rejected.
4. The earnest money deposit required for this work as stipulated in the tender document also to be submitted.
5. Tenderer are advised to download tender documents well in advance and submit the tender before thee stipulated time. It is responsibility of the tenderer to check any correction or any modifications published subsequently in website and the same shall be taken into account while submitting the tender. Tenderer shall download corrigendum (if any) print in out, sign and attach it with the main tender document. Tender document not accompanied by published corrigendum/s is liable to be rejected. The Railway will not be responsible for any postal delays/delay in downloading of tender document form the Internet.
6. The tenderer may please note that the rate for items should be written in figures and in words by black or blue point pen only. Each page of tender document should be signed by the tenderer.
7. Tenderer(s) are free to download tender document at their own risk and cost for the purpose or perusal as well as for using the same as tender document for submitting the office. Master coy of the tender document is available in the Office of Divisional Rail Manager (Power) Western Railway, Do Batti, Ratlam. After award of work an agreement will be prepared based on the master copy of tender document available in the above mentioned office. In case, any discrepancy between the tender document downloaded from the internet and the master copy, latter shall prevail and will be binding on the tenderer/s. No claim on this account will be entertained.
8. If in any tender change/addition/ deletion with malafied intention is made by the Tenderer/ Contractor and the same is detected at any stage, even after award of the tender, all necessary action including banning of business, would be taken. In addition tenderer is also liable to be prosecuted as per the Law.
9. If the date of receipt and opening of tender happened to be a declared holiday at a later day the same will be received and opened on the next working day in this office at above said timing.
10. The following declaration should be given by the tenderer while submitting the tender.

(a) I/We have downloaded the tender form from the internet site www.wr.indianrailways.gov.in and I/We have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I/We understand that my/our tender will summarily rejected and full earnest money will be forfeited and I/We am/are liable to the banned from doing business with Railways and / or prosecuted.

(b) I/We submitting a demand draft No……..Dated…….. Issued by ……for Rs……. towards the cost of tender form.

Signature of Tenderer
Date
Address

DRM(Electrical)RTM

Tenderer's Signature with Seal

TD448

Western Railway –Ratlam Division

TENDER NOTICE

ELECTRICAL DEPARTMENT-RATLAM DIVISION

Divisional Railway Manager (Electrical-Power), W.Rly., Ratlam Division, for and on behalf of the President of India, invites sealed Tender on prescribed form from Experienced & Reliable contractors for the following works, as to reach this office up to 15:00 Hrs. and the tender will be opened at 15:30 Hrs on the day mentioned as under.

Tender No. & Date	**EL/2012-2013/08 (R)** Dt. 10.05.2012
Name of Work	Name of Work :- RTM Div. : Electrical work in connection with Standarzation & Modification of over head line as per IE Rules at Ratlam Station and providing battery charging facilities at Pit line No.1&2 and Sick line at Mhow station
Approximate Cost	6,39,721/-
Earnest Money	12,800/-
Cost of Tender document	2000/-
Completion period	90 Days
Date of Tender opening	06.07.2012

TERMS AND CONDITIONS:

1. Tender form costing amount as mentioned above will be issued on production of receipt for the said amount towards the cost of tender fee paid to any station superintendent of the W.Rly. Tender form will be issued up to 12:00 Hrs. of the opening of tender & Tender form will be ready for sale from immediate effect in case, date of opening of tender is declared as holiday the tender will be opened on next working day at same time & place. The time of closing of the tender box will be reckoned as per digital watch at the main gate of Divisional Rly. Manager's office, Ratlam.
2. EMD should be in the name of "Sr. Divisional Finance Manager, Western Railway, Ratlam – 457001.
3. Tenderer should have valid Electrical Contractor License & should submit attested copy of the same along with the offer.
4. Tender form is not transferable, the validity of the tender will be for 90 days. Tender with less than that period, will be rejected.
5. Tender documents are available on website address www.wr.indianrailways.gov.in, which can be downloaded from the website. If tender is downloaded from website tenderer should furnish necessary tender fee along with tender in the name of "Sr. Divisional finance Manager, Western Railway, Ratlam". Tender not accompanied with requisite tender fee & EMD is liable to be rejected. Tender documents will be available for sale at Divisional Railway Manager (Electrical - Power) Ratlam, office (during working hrs. on all working days.)

   Railway reserve right to accept / reject the tender without assigning any reason. For details refer tender document.

Divisional Railway Manager
(Electrical, Power) W.R. Ratlam
For & behalf of the President of India

DRM(Electrical)RTM

Tenderer's Signature with Seal

TD448

Western Railway –Ratlam Division

TENDER-FORM

Electrical (Power)

Tender No: EL/2012-2013/08(R)

Name of Work: **: Name of Work :- RTM Div. : Electrical work in connection with Standarzation & Modification of over head line as per IE Rules at Ratlam Station and providing battery charging facilities at Pit line No.1&2 and Sick line at Mhow station**

To,
The President of India,
Acting through the **Sr. Division Electrical Engineer(Power)**
Western Railway Ratlam Division

I/We ----------have read the various conditions to tender attached hereto and hereby 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 "security Deposit". I/we offer to do the work for Sr. Divisional Engineer/Division Engineer Western Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within …….. from the date of issue of Letter of acceptance of the tender. I/we also hereby agree to abide by the General Conditions of Contract corrected up to Advance Correction slip No…….. dated ……and to carry out the work according to the specifications and the Special Condition of Contract of materials and works laid down by the Railway in the annexed special Conditions/specifications and the works. Hand Book Part III corrected up to printed correction slip No…… dated……..and the Schedule of Rates of Western Railway Part I corrected up to printed correction slip No3 dated 04.09.1995 and Schedule of Rates Part II corrected up to correction slip No…… dated…….. and Sanitary Works and Hand Books of Western Railway corrected up to correction slip No 6 dated 14.7.1996 for the present.

2. A sum of **Rs 12,800/-** is herewith forwarded as Earnest Money in addition to the sum **Rs…… a**s Security Deposit mentioned above the full value of the Earnest money shall stand forfeited without prejudice to any other rights or remedies if :- I/we do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are read :-or

A) I/we do not commence the work within fifteen days after receipt of order to that effect.

3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subjects to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this Work…….(Earnest Money in the form of Bank Guarantee Bonds is not acceptable)

(1) ----------

(2)----------

Tenderer's address----------

Signature of Tenderer's
Date----------

Sr. Divl. Elect. Engineer(power)
Western Railway -RATLAM

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Tenderer's Signature with Seal

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Western Railway –Ratlam Division

TENDER FROM

Second Sheet

Tender No. **EL/2012-2013/08(R)** **Dt.10.05.2012** **Due on 06.07.2012**

(1) Instruction to Tenderers and Condition of Tender.

The following documents from part of contract.

(a) Tender Form –First sheet and second sheet.

(b) Special Conditions/Specifications (enclosed)

(c) Schedule of approximates quantities (attached)

(d) Western Railway General Conditions of contract (GCC) as amended by advance correction slips issued upto correction slip No 80 dated 27.02.86 Copy of General Conditions of contract can be obtained from the office of the Chief Engineer, Western railway, on payment of Rs.100/-

(e) Western Railway works Hand Book, part III (Revised 1984 edition) with correction slips issued up to correction slip No 06 dated 7.8.90 for standard specifications. Copy can be obtained on payment Rs.60/- form the office of the Chief Engineer Western Railway.

(f) Western Railway Schedule of Rates part I (S.O.R.) (Revised 1993 edition) with correction slips issued up to correction slips No 2 dated 2.2.88 The copy can be obtained on payments Rs.85-from the office of the Chief Engineer, Western.

(g) Western Railway Schedule of Rates part II (Revised 1993 edition) with correction slips issued up to No. …… dated……..The copy can be obtained on payments Rs. 30/-from the office of the Chief Engineer, Western Railway.

(h) Western Railway Sanitary Works Hand Book with correction slip issued upto No. 6 dated 11.10.1984. Copy can be obtained on payment let Rs. 20/- from the Chief Engineer Western Railway.

(i) All general and detailed drawings pertaining to this work which will be issued by the engineer or his representative (from time to time) with all change and modifications.

2. Inspection of Site before Tendering, etc.

The tenderers shall inspect the proposed site of work and acquaint himself/themselves with the site condition, working hours layout of land, trees and shrubs that he/they will have cut, type of start likely to be met within the borrow pits stacking space for materials, approach roads, paths ways available, etc., and all relevant items connected with the execution of the work. No claim shall be entertained for the contractor's making his/their own arrangement for approaches/approach road from out side railway land and contractor (s) will bear entire expenses such as road taxes, payment for right of way, etc., to outsiders and for construction of approaches/approach roads, etc.

3. Contractor's Credentials.

Tenderer(s) who has/have not carried out any work so far on this Railway and who is /are not borne on the approved list of contractors of Western Railway is/are required to submit in duplicate, particulars regarding his/their financial position commensurate with the amount of this contract supported by a Bank reference and credentials, certificates duly attested by a Gazetted Officer and testimonials regarding contracting experience and experience for the type of job for which this tender is invited, with list of works giving cost thereof ,carried out in the past along with the tender.

4. Drawing for the Work.

Drawing for the work can be seen in the offices of the Executive / Divisional Electrical Engineer(Power)Western Railway, Ratlam at any timed during the office hours, These drawings are only for the guidance of contractors. Detailed working drawing (if required), based generally on the drawing mentioned above will be given by the Engineer or his representative from time to time.

5. Earnest Money and Security Deposit.

(1) The tenderers is/are required to deposit with the Divisional Cashier, western railway Ratlam a sum of **Rs. 12,800/- (Twelve Thousand Eight Hundred only)** the amounts specified as under.

(a) Rs……..……(Rupee……only) as Security Deposit for the due performance of the stipulation to keep the offer open for the period specified below:-

The tender shall hold the offer open for a period of …..days from the date fixed for opening the same. It is understood that the tender documents have been sold /issued to the tenderer and the tenderer is being permitted to

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Tenderer's Signature with Seal

Western Railway –Ratlam Division

tender in consideration of the stipulation on his part that 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 –Western Railway, Church gate, Mumbai/Sr. Divisional Engineer/Divisional Engineer Western Railway Ratlam, should the tenderer fails to observe or comply with the foregoing stipulation the aforesaid amount of Rs. **Rs……..(Rupees…….)** shall be liable to be forfeited to the Railway.

(2) Rs…….(Rupee….……only) in addition, which together with Rs….. (Rupee……
Only) mentioned in (a) above will constitute the earnest money of **Rs…… (Rupees ……..)**

(3) The earnest money should be in cash or in any of the following forms :-

(i) Deposit receipts, pay orders, demand drafts. These forms of earnest money could be either of the state Bank of India or any of the Nationalised Banks No confirmatory advice form the Reserve Bank of India will be necessary.
(ii) Deposit receipts and guarantee bonds executed by the schedule banks (other than the State Bank of India and the nationalized banks) accept any such bank guarantee for deposit receipt without getting in writing the concurrence of the Reserve Bank of India.
(iii) Guarantee bonds executed of deposit receipts tendered by the scheduled banks, which have not been approved by the Reserve Bank of India for the purpose provided.

(4) The bond in questions countersigned by any of the approved banks (including the State Bank of India) whereby the latter undertake full responsibility to indemnity the Government Department in the case of default or

(5) The bank concerned lodges with the Reserve Bank of India requisite securities, namely, cash deposit or Government securities in respect of the guarantee to be executed or the deposit receipt to be tendered by it. Apart from the above proviso, prior concurrence of the Reserve Bank of India writing would be necessary for accepting bank guarantees or deposit receipt under(iii) (a) and (iii)(b) ibid.

(6) Government securities (stock certificates), bearer bonds, promissory notes, cash certificates etc., will not be accepted.

(7) The earnest money wherever it is deposited in cash should be remitted to the Chief Cashier , Western Railway, Mumbai - OR to the divisional Cashiers Ratlam nearest to their (tenderers) places of residence and the receipt obtained thereof shold be enclosed with the tender as a proof of the deposit of requisite earnest money. The earnest money should not deposit with stations.

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Ratlam Division

NOTE-
(8) Approved contractors who have placed with railway a lump sum of Rs. ……../-, Rs,……../-, Rs. ……/- as per instructions contained in Board Letter No. 66/W6/TK/1 Dated 21.12.1966 should quote reference to the certificate granted to them by the Sr. Divisional Electrical Engineer(power) RATLAM

(9) Deposit receipts, pay orders and demand drafts should be drawn in favour of the Sr. Divisional Finance Manger, Western Railway RATLAM.

(10) Guarantee bonds in the prescribed performa (enclosed) should be furnish in the name or the President of India acting in the premises of Western Railway i.e. Sr. Divisional Electrical Engineer(Power)Western Railway RATLAM

(11) Tender containing erasures and/or alteration of the tender documents are liable to be rejected. Any correction made by the tenderer(s) in his/their entries must be attested.

(12) If a tenderer deliberately gives wrong information's in his/their tender. or creates/ create circumstance for the acceptance of his/their tender, the railway reserve the right to reject such tender at any stage.

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Tenderer's Signature with Seal

Western Railway –Ratlam Division

(13) If a tenderer expires after the submission of his tender or after the acceptance of his tender, the railway shall deem such tender as cancelled. If partners of a firm expires after the submission their tender or after the acceptance of their tender, the railway shall deem such tender as cancelled unless the firm retains its character.

Note :- Earnest Money will not be accepted in the form of Guarantee Bonds.

6. Security Deposit, Validity of Tender.

(a) The tender must be accompanied by a sum of **Rs. 12,800/-** as earnest money deposited in cash or in any of the forms mentioned in the tender failing which the tender will not be considered.

The tenderer shall hold the offer open till such date as specified in the tender. It is understood that the tendered documents have been sold/issued to the tenderer and tenderer is being permitted to tender in consideration of the stipulation on his part that after submitted his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Sr. Divisional Engineer (open line) Ratlam of the western Railway.

Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as security for the due performance of the above stipulations shall be forfeited to the Railway. If the tender is accepted the amount of earnest money will be held as security deposit for the due faithful and fulfillment of the contract. The earnest money of the unsuccessful tenderer(s) will save as herein before provided be returned to the unsuccessful tenderers but the railway shall not be responsible for any loss or depreciation that may happen to the security for he due performance of the stipulation to keep the offer open for the period specified in the tender documents for to the earnest money while in railway's possession not be liable to pay interest therein

(b) The earnest money including the amount taken as security deposit for the due performance of the stipulation to keep the offer open till the date specified in the tender will be refunded to the unsuccessful tenderer(s) with in a reasonable time. The earnest money deposited by the successful tenderer(s) will be retained towards the security deposit for the due and faithful fulfillment of the contract but shall be forfeited if the contractor fails to execute the agreement bond within seven days after receipt of notice issued by the railway that such documents are ready or to commence the work within fifteen days after receipt of orders to that effect.

7. Income Tax Clearance certificate.

The tenderer(s) is/are required to produce along with his/their tender, two authorized copies of valid and current income Tax Clearance Certificates (in the specimen form enclosed) or a sworn affidavit (in duplicates, 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 financial status should be produced in duplicate along with the tender.

8. Partnership Deeds Power of Attorney, etc.

The tenderer shall clearly specify whether the tender is submitted on his own behalf of or behalf of partnership concern If the tender is submitted on behalf of partnership concern, he should submit the certificate of partnership deed along with the tender and authorisation to sign the tender documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The railway will not be bound by any Power of Attorney granted by the tenderers or by charges in the composition of the firm made subsequently to the execution of the contract. It may, However recognise such power of attorney and changes after obtaining proper legal advice the cost which will be charges to the contractor.

9. Tender must be enclosed in sealed cover superscribed as Tender **No . EL/2012-2013/08(R)** and must be sent by registered post to the address of the Sr. Divisional Electrical Engineer(Power)Western Railway RATLAM and so as to reach the office not later than 15:00 hrs. on 06.07.2012 or deposited in the special box allotted for the purpose in the office of Sr. Divisional Engineer/Divisional engineer (open line) western Railway Ratlam. This will be sealed at 15:00 hrs. on 06.07.2012. The tender will be opened on the same days at 15:30hrs. **The tender papers will not be sold after 12:00 Hrs on 06.07.2012.**

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

11. Rights of Railway to deal with Tenders.

The authority for the acceptance of the tender will rest with the Railway which does not bind itself to accept the lowest or any other tender not does the railway undertake to assign reason for declining to consider or reject any particulars tender or tenders.

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Tenderer's Signature with Seal

Western Railway –Ratlam Division

12. Execution of Contract Documents.

The successful tenderers shall be required to execute an agreement with the Railway for carrying out the work according to "General Conditions of Contract" Special Conditions/specifications annexed to this tender and specification for work materials as laid down in the "Work Hand Book part III"(Revised Editions) amended with corrected slips as mentioned earlier.

13. Sales Tax.

No sales tax is chargeable for materials used in works contract as fall in the category envisaged by the Supreme Court Judgment in Gannon Dunker ley's case, and the Railway will not admit any claim for sales tax.

14. Employment Partnership, etc. of Retired Railway Employees.

(a) Should a tenderer be retired engineer of the gazetted rank or any other gazetted officer working before his retirement ,whether in the executive or administrative capacity or whether holding a pension able post or not In the Engineer Department of any of the railway owned and administered by the President of India for the time being or should a tenderer being partnership firm have as one of its partners a retired engineer or retired gazetted officer as aforesaid, or should a tenderer being as incorporated company have any such retired engineer or retired officer as one of its Directors ,or should a tenderer have in his employment any retired engineer or retire gaztted officer as aforesaid, the full information as to the date of retirement of such engineer or gazetted officer from the said service and in case when such engineer or officer has not retired form government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract or if the contractor to be a partnership firm or an incorporated company to become a 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 officer as the case may be from the President of India or any officer, duly authorized by him in this behalf ,shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired engineer or retired gazetted officer is so associated with the tenderer, as the case may be shall be rejected.

(b) Should a tenderer or contractor on the list of approved contractors have a relative or relatives, or in the case of firm or company of contactors one or more of his shareholders or a relative or relatives of the shareholders, employed in gazetted capacity in the Engineering department of the Western Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, falling which the tender may be disqualified or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provisions in Clause 61 of the General Condition of Contract .

14. The tenderer whether a sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner /partners should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary public or by Magistrate in favour of the specific person whether he/they be partner/partners of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreements, receive money ,witness measurements ,sign measurements books , compromise settle relinquish any claim or claims preferred by the firm and sign No. claim certificate and refer all or any disputed to arbitration.

15 Tender documents are not transferable.

……..……

……..

Signature of Tenderer(s) for Sr. Divisional Elecrical Engineer(Power)

Date…….. Western Railway – RATLAM

I/We have specially noted Clause 17 of conditions of tender and declare that I/we have no relative employed in the gazetted or non-gazetted capacity in the Engineering Department of Western Railway.

……..

Signature of Tenderer's

Date……

DRM(Electrical)RTM

Tenderer's Signature with Seal

Western Railway –Ratlam Division

SPECIAL CONDITIONS/ SPECIFICATIONS OF CONTRACT

Tender No: EL/2012-2013/08(R) Due on 06.07.2012

Name of Work: **Name of Work :- RTM Div. : Electrical work in connection with Standarzation & Modification of over head line as per IE Rules at Ratlam Station and providing battery charging facilities at Pit line No.1&2 and Sick line at Mhow station**

A. **General.**

1. These special conditions and the work schedule shall govern the work to be executed under this contract in addition to and /or in part super session of the General Condition of Contract and Standard Specifications as laid down in the Western Railway Works Hand Book, part III (Revised Edition) as amended by correction up to No ……dated ……

2. Where there is any conflict between these Special Conditions of Contract on one hand Standard Specifications and General Condition of Contract western Railway on the other hand, the former shall prevail.

3. Any special condition stated by the tenderers in the covering letter submitted along with the tender shall be deemed as part of contract to such extent only as have explicitly been accepted by the Railway.

4. Partnership Deeds, Power of Attorney, etc.

In terms of Clause 13 of part I "Regulations for Tender and Contract" of the G.C.C. the Railway will not be bound by Power of Attorney granted by the tender or by the charges in the composition of the firm made subsequent to the execution of the contract. It may, however, recognise such powers of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor. These charges have been fixed at Rs, 100/- payable by the tenderer at the time of submitting the power of attorney for scrutiny and legal advice.

If the power of attorney is not accepted, otherwise than for legal defect, the charge will be refunded. If the power of attorney is returned on account of legal defect for correction, separate charges of Rs.50/- for scrutiny of corrected power of attorney will be payable by the tenderer while re-submitting power of attorney. The same charges will be recoverable for scrutiny of all documents. No power of attorney in favour of individual persons will be accepted if it is irrevocable except when it is in fovour of bank.

5. In case, where the power of attorney / partnership deed has been executed in English, the true and authenticated copies of the translation of the same by advocate authorized translators of Courts and licensed petition writers should be supplied by the contractors while tendering for the work.

6. **Use of railway Land.**

Use of railway land required by the contractor(s) for constructing temporary offices, quarters, hutments, etc for the staff and for storing materials etc,. Will be permitted to him/them free by railway if available. The location of these office's hutments, stores, etc,. Will be subject to the approval of the Engineer or his representative. The land will be restored to railway the contractor's in the same condition as when taken over or in vacant condition as desired by the engineer, after completion of the work or at any earlier day as specified by the engineer. The failure to do so will make the contractor's liable to pay the cost incurred by the railway for getting possession of land.

7. Use of Private land.

The Contractor will have to make his /their own arrangement for use of private land outside railway limits for due fulfillment of contract or for borrow pits approaches , etc., directly with the land owner or local authority and to pay such rent of any as are payable as may be mutually agreed upon between them.

8. Cess Charges.

(a) For Contractor's labour employed /residing at stations and in colonies where Railway sanitary facilities exist, contractors will be required to pay cess charges as per rules in force on the railway from time to time.

(b) For labour working between stations or at isolated places where Railway facilities do not exit the contractor's shall be required to provide necessary sanitary facilities for their labour in terms of clauses 59(4) of the

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General Condition of Contract. In case if any failure on his/their part the necessary facilities shall be provided by the Railway Administration and the cost of Contractor's and expenditure thus incurred will be recovered from his/their bills.

9. Contractor's Responsibility to arrange Tools, plants ,Machinery etc.

The Contractor should make his/ their own arrangements for all plants and tools required for the successful completion of the work in time. However Railway may, If available, Provide on their terms and the cost of Contractor(s) (cost and terms as fixed by the railway as per extant rules) Railways tools and plants, machinery and stores such as pumps, compressors drills, tractor, trailers, rails, sleepers. C. G. I Sheets. etc., an other facilities which the contractors may require for the expeditious completion of this contract and which in the opinion of Engineer is necessary but the Railway undertakes no responsibility for doing so. The decision of the Engineer as to the necessity for the works facilities of stores will be final.

10. Precaution while Working in the Vicinity of Tracks.

a) When the work is required to be done alone or near the exiting Railway track, the contractor's shall take such steps as are necessary for the safety of the track and labour working of the site. He/they will also be required to programme his/their working so as not to interfere with the movement of trains. No extra payment shall be allowed for this precaution and also for crossing track/ tracks if required during execution of the work. It should be ensured that the ballast of the track as is not spoiled or mixed with earth.

b) In addition to the precautions taken by the Contractor (s) for the safety of the track and labour it may be necessary to post flagmen in some locations as an additional safety; measure, for which the cost shall be recoverable form the Contractor(s). The contractor(s) shall be fully responsible for any damage to or trespass caused by his/their men to any surrounding structure, Railway bears no liability whatsoever on this account.

11. In terms of PCE-CCG directives vide letter no. W/118/0 Vol –II Dated 20.09.06, in all tender, tenderer have to engage an Engineer/Supervisor for execution of works.

The Contractor shall employ the Engineer/Diploma holder, retire P.Way / Works supervisor/ Officer as under:

(1) Work costing up to 25 Lakh – One Engineer / Supervisor.
(2) Work costing more than 25 Lakh & up to 75 Lakh – Two Engineer / Supervisor
(3) Work costing more than 75 Lakh – Three Engineer / Technical Supervisors.

The Contractor would be required to furnish the name, with complete bio-data including the work experience of the Engineer / Supervisor to the Divisional / Executive in charge of work, for his approval.

The technical supervisor given above shall be available at site during the execution of work to ensure quality, quality of work as also ensure safety at work site and that of the workers and whenever required by the Engineer Incharge, to take instructions.

In case the contractor fails to employ the technical supervisor as aforesaid a sum of Rs. 10,000/- per Engineer / Supervisor per month will be recovered from the contractor dues.

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

12. The contractor(s) shall make his/their own arrangements for potable and other water supply required for the execution of the works as well as for his labour. However, if water is supplied by the Railway the contractor(s) will have to pay water charges as laid down in the Genral Conditions of Contract and in addition ,the Contractor(s) will have to pay charges as levied by the Corporation/Municipality.

13. Observance of Statutory Act. Rules etc.

The Contractor(s) will be bound by the provision of the Minimum Wages Act,1948 as amended from time to time and the rules made hereunder with regard to labour in schedule employment ,i.e, on road construction ,building operations and stone breaking and stone crushing "Road Construction" will include new construction as well as maintenance and repair's of roads and building operation will include the construction of docks. Wharfs, jetties, bridge, tunnels, overhead tanks etc. and also maintenance and repairs of the same .The provision of the Minimum Wages Act will also apply to ordinary maintenance works and petty works also. The schedule of minimum wages as prevalent shall be followed.

DRM(Electrical)RTM

14. (a) The contractor(s) shall observe and performs all the Contract Labour (regulation and Abolition)Act ,1970 and Central Rules 1971 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulation made thereunder in respect of all the persons directly or through petty contractors or sub-contractors employed by him under this contract and shall indemnify the railway from and against any claims under the Contractor Labour (Regulation and Abolition) Act,1970 and Central Rules 1971, or any further rules and regulation framed there under by/or on any persons directly or through petty contractors employed by him or otherwise.

(b) The contractor(s) shall obtain licence form the licensing officer specified in the act, paying necessary licence fee, as per Section 12 of the Act, 1970 and Rule 26 of the Central Rules 1971. In every case in which by virtue of Section 20(2) and 21 (4) of the Contract Labour (regulation and Abolition) Act, 1970 the railway is obliged to provide amenities or pay wages to labour employed by the Contractor in executing the work, the Railway will recover form the Contractor the expending so incurred by the Railway or the wages so paid, and without prejudice to rights of the Railway under Section 20 (2) and 21(4) of the said act. Railway shall have liberty to recover such amounts or part thereof by deducting it from the security deposit or from any sum due by the Railway to the Contractor, whether, under these or any other present. Provided that if any dispute arises as to the expenditure incurred by the Railway in the provision of the said amenities the decision of the engineer thereon shall be final and binding.

15. The Railway will not acquire any land for the purpose of movement of vehicles of the contractor(s) in doing earth work.

16. Representation of Work.

The Contractor should nominate his representative on the works who will be autahorise to received and acknowledge materials issued by the Railway and take all order issued by the Inspecting Officer on the Railway.

17. Errors, Omissions and Discrepancies.

The tenderer(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if any in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction only the printed rules and books should be followed and no claims for the misinterpretation shall be entertained.

18. Deduction for Income Tax.

The Railway will deduct 2% income tax on the gross amount of each bills while making payment to the Contractor. The settlement of income tax should be made with the Income Tax Authorities.

19. Trespass.

The Contractor shall at all times be fully responsible for any damage or trespass committed by his agents or workmen in carrying out the work ,even if such tree pass is authorized by the Engineer.

20. Inflammable Articles.

Inflammable materials, such as petrol ,oil ,etc. shall be stored separately from other materials and all due precautions as required under the Indian Explosives Act or any other Act shall be taken by the Contractor's to prevent any fires, etc.

21. Figures, Dimensions, etc.

Figures, dimensions and drawings shall supersede measurement by scale and drawing to larger scale shall take precedence over those to a small scale. Special dimensions or direction the specification shall supersede all else.

22. Plea of Custom.

The plea of custom prevailing will not or any account be permitted as an excuse for an infringement of any of the conditions of the contractor or specifications.

23. Arrangements for Permits or Licence.

Arrangements for permits and licence for materials will not be made by the railway or any assistance given. The Contractor will have to make his own arrangements. Also no import licence shall be arranged by the Railway for this work.

24. Taxes and Royalties.

Western Railway –Ratlam Division

All rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties payable by the Contractor's to the government or public body or local authority and no additional amount will be paid or claim entertained on this account by the Railway.

25. Notice to Public Bodies.

The Contractor (s) shall give to the municipality, police and other authorities all notice that may be require by law and obtain all requisite licence for temporary obstruction , enclosures and pay all fee's taxes and charges which may be livable on account of his operations in executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any light, etc, required at night.

26. Working Hours.

Work may be carried out round the clock if so desired by the Contractor. The Contractor's shall However, be held responsible to ensure that none of the statutory laws are infringed.

27. Setting Out.

The Contractor(s) shall set out the works and shall be responsible for the true and perfect setting out of the same and the correctness of the positions, levels, dimensions and alignment thereof. If at any time any error in this respect shall appear during the progress of the work, the Contractor at his own expenses should rectify such error if so required to the satisfactions of the Engineer.

28. Care of Staff.

No quarters will be provided by the Railway for the accommodation of the contractor or any of his staff employed on the work. The contractor may be allowed to erect any labour camps for housing the labour at or near the site of work on available Railway land subject to payment of cess and water charges. The Contractor shall at his own cost make all necessary and adequate arrangement for the importation, feeding and preservation of the hygine of his staff. The Contractor shall permit inspection at all times of all sanitary arrangements made by him, by the Engineer or his assistant or medical staff or the Railway. If the Contractor fails to make adequate medical. Sanitary arrangements these will be provided by Railway, the cost thereof being recovered from the Contractor.

29. Damage by Accident, floods or Tides.

(a) The Contractor shall take all precaution against damage from accident, floods or tides. No compensation will be allowed to the contractor for this plant or material lost or damaged by any cause whatsoever. The contractor shall be able to make good the damages to any structure or part of structure, plot or material of very description belonging to the administration lost or damaged by any cause of the Contractors work.

(b) The administration will not be liable to pay to 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/existing structure, during construction.

30. First Aid.

The conctractor shall maintain in a readily accessible place first aid appliances including an adequate supply of sterilized cotton wool. The appliance shall be placed under the charge of a responsible person who shall be readily available during working hours.

31 Anti Malaria Precautions.

Every precautions shall be taken by the contractor to prevent the breeding of mosquitoes on the works during construction and all respectable used for the storage of water must be suitable protected for this purpose or must be emptied at close of the work every day.

32 Anti-Larval Treatment.

Contractor(s) shall be entirely responsible for ensuring that Anti-Larval work as per the bye-lows of the local authorities/ corporations or such other local, bodies etc, is provided at the cost of the contractor(s).

33 Measurements in Metric Units.

Measurements and payment will be made in metric units.

34 Inspection Register.

An inspection register shall be maintained at the site of work by the railway where in instruction regarding the working etc. shall be recorded by the Engineer or his executive subordinates. It is expected of the Contractor or his representatives at the site to note such instructions whenever asked upon to do so and take action accordingly.

(1) ----------

Signature of Tenderer's ……

Date:-…….. For Sr. Divisional Electrical Engineer (Power)

Western Railway-Ratlam Division

DRM(Electrical)RTM

Tenderer's Signature with Seal

Western Railway –Ratlam Division

NAME OF WORK:- RTM Div. : Electrical work in connection with Standardization & Modification of over head line as per IE Rules at Ratlam Station and providing battery charging facilities at Pit line No.1&2 and Sick line at Mhow station.

SCHEDULE "A"

Sr.	Description	Qty.	Unit	Rate	Total
1	Digging of trench	1136	Mts.	116.282	132096
2	Removing of rail pole	11	Nos.	389	4279
3	Removing of Cross arm & conductor	10	Span	231	2310
4	Erection , Cleaning & Painting of Rail Pole 8 to 9 Mtr. Long . (Rail Pole Supplied by Rly.)	9	Nos.	1656	14904
5	Supply & stringing of ACSR conductor 6/2.59 Al & 1/2.59 (steel) on OH line .	5100	Mts.	25	127500
6	Supply & fixing of "Q" type Cross arm with pin/shackle insulator	22	Nos.	219	4818
7	Supply & fixing of straight type cross arm with pin/shackle insulator	22	Nos.	174	3828
8	Supply & fixing of top clams with pin/shackle insulator	22	Nos.	48	1056
9	Supply of material & stringing of 8SWG GI wire	8000	Mts.	7	56000
10	Supply of material & stringing of 10 SWG GI wire	4000	Mts.	6	24000
11	Supply & fixing of stay	20	Nos.	921	18420
12	Supply of material & erection, testing & commissioning of GI pipe earthing arrangement.	26	Nos.	2143	55718
13	Laying of 16sqmm circular armored PVC Aluminum Armored cable with 1x8SWG GI wire in existing trench/Pipe/ in air	350	Mts.	23	8050
14	Laying of 35sqmm circular armored AL PVC cable insulated cable with 1x8SWG GI wire in existing trench/Pipe/ in air	500	Mts.	23	11500
15	Laying of 70sqmm circular armoured AL PVC cable insulated cable with 1x8SWG GI wire in existing trench/Pipe/ in air	500	Mts	23	11500
16	Laying of 50sqmm circular armoured AL PVC cable insulated cable with 1x8SWG GI wire in existing trench/Pipe/ in air	600	Mts	23	13800
17	Supply of material , erection , testing & commissioning of EFT 24/110V complete .	140	Nos.	371	51940
18	Laying of armored aluminum cable 3 core 120mm² .	1540	Mts.	23	35420
19	Supply & Laying of armored aluminum cable 2 core 120mm² .	250	Mts.	209	52250
20	Supply & fixing of Junction box with copper strip neutral link .	8	Nos.	859	6872
21	Erection of Rail pole1.5 Mts. Long .	20	Nos.	173	3460
					639721

(Total Rs. Six Lakh Thirty Nine Thousand Seven Hundred Twenty One Only)

DRM(Electrical)RTM

Tenderer's Signature with Seal

TD448

Western Railway –Ratlam Division

Tenderer Should sign the following certificate

I/We agree with all the terms & conditions incorporated in the tender paper and agree to execute the work at

(In figure) …… % Above (In Words …….. % Above)

(In figure) …… % Below (In Words …….. % Below)

the railway estimated cost of **Rs. 6,39,721/-**

(Total Rs. Six Lakh Thirty Nine Thousand Seven Hundred Twenty One Only)

(Strike – Off whichever not required)

Sr. DIV. ELECT. ENG.(POWER)
W. RLY. RATLAM

SIGNATURE OF TENDERER
DATE AND ADDRESS

Note : : 1. Payment will be made only after giving satisfactory service under the contract .
2. The work shall be carried out as per Schedule "B" enclosed.
3. The tenderer should be submit percentage only above or below of the total cost of Schedule 'A'. Tenderer need not submit rates of individual items of schedule 'A'
4. Rates should be firm & inclusive of all taxes & Duties.
5. If the rates quoted in figure & word happened to be different, the lowest of both will be considered.

SIGN. OF TENDERER.
DATE AND ADDRESS.

Sr. DIVL. ELECT.ENGINEER
(POWER) RATLAM

-: Term & General Condition :-

1. The work shall be carried out as per schedule "B" governed by "General condition of contract ".
2. Completion period will be 90 Days.
3. The contractor shall take all safety aspects into consideration & will be responsible if accident occurred & the liability arising out will be on contractor's account .
4. Rly will provide all sites for erection.
5. Guarantee period for the work shall be 12 months from the date of completion of the work .
6. All samples of material used should be submitted to site engineer for obtaining approval from Sr. DEE (P)/AEE (P).
7. Space/Room for keeping material to be used by Contractor will be provided free of cost by Rly. Subject to availability.
8. The work shall be supervised by Sr. DEE/AEE or his authorized representative.
9. The leaflet, catalog & Technical specification should be submitted along with the tender .
10. The test report of OEM & delivery challan of OEM's Authorized Dealer for material used in the work should be submitted to the site engineer before starting of the work.
11. "C/D" form & octroy exemption certificate will be given on supply item (As per rules prevailing At that time). Where "C/D" form & Octroy exemption certificate is to be demanded by the Contractor then contractor will offer rates separately for supply and commissioning.
12. Released materials if any should be handed over to Railway with joint receipt note .
13. Any item of the work of minor nature whether specifically mentioned in the scope of work or not but necessary for the completion of the work as per site requirement and for proper functioning or commissioning of the equipment will be supplied by the contractor free of cost.

DRM(Electrical)RTM

Tenderer's Signature with Seal

Western Railway –Ratlam Division

14. Rly can terminate the contract. at any time by giving a notice as per rules & regulations of Rly. G.C.C. In case of dispute arising out during the course of contract, the decision of Sr. DEE (P) –RTM shall be final & binding.

15. The decision of Rly. In case of any dispute regarding unsatisfactory working/services or termination of contract would be final.

16. Conditional tender will not be accepted and summarily rejected.

17. If problem arises in executing the work in the specified section , the work can be executed anywhere in RTM Division with the consent of contractor & written approval of Sr. DEE(P).

18. Sr. DEE/P-RTM is authorised to delete/add/modify any condition of work or item and contractor shall be abide by the same.

19. The Tenderer must have valid electrical contractor license & attested Xerox copy of the same should be enclosed.

20. All the work shall be carried out as per Drg. or specification either attached with tender or available in office.

21. The contractor shall carry out the electrical work as per IE rules & regulation and specification . Relevant IS specification wherever applicant shall be followed .

22. The work shall be done during day time only between 8:00 AM to 5:00 PM and afterwards with the approval of concerned supervisor depending on local conditions.

23. **Payment Condition :-** Payment will be made only after erection , testing and commissioning of those item which are to be installed , erected & commissioned. And certification of the same by site engineer.

24. All electrical equipments should have minimum 3Star or higher rating of energy efficiency as certified by BEE (Bureau of energy efficiency)

25. The list of such equipments along with model No. and technical specification available at BEE (Website www.bee-india.nic.in)

26. If there is no 3star or higher equipments available on BEE list than only other equipment can be accepted.

27. The Tenderer must fulfill all the legal and statutory requirements prescribed by central or state govt. from time to time applicable to the contract.

28. In case of any failure of any item during warrantee period i.e. after completion of work then contactor must attend the failure within 7 days from date of intimation to the firm by Rly. In Case of failure not attended within 7 days the token penalty will be imposed as decided by Sr. DEE(P)-RTM

Western Railway
रतलाम मंडल
Ratlam Division

SIGN. OF TENDERER.
DATE AND ADDRESS.

Sr. DIVL. ELECT.ENGINEER
(POWER) RATLAM

DRM(Electrical)RTM

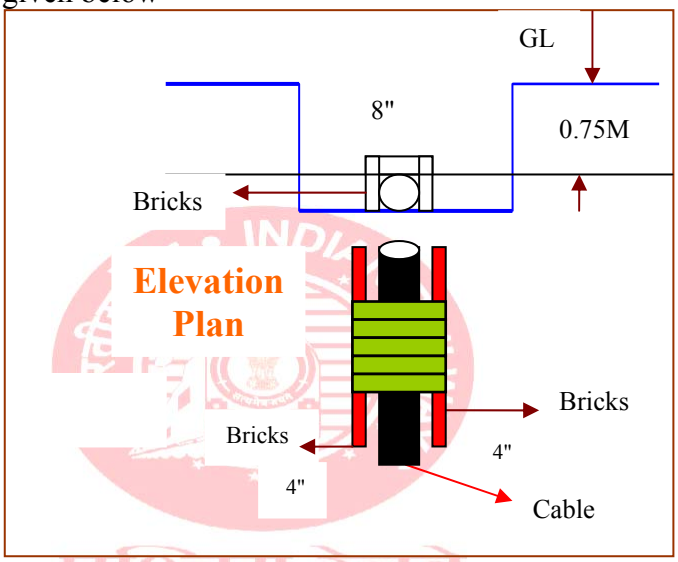
Tenderer's Signature with Seal

Western Railway –Ratlam Division

NAME OF WORK:- RTM Div. : Electrical work in connection with Standardization & Modification of over head line as per IE Rules at Ratlam Station and providing battery charging facilities at Pit line No.1&2 and Sick line at Mhow station.

SCHEDULE "B"

01. DIGGING OF TRENCH :-This covers excavation of trench in all type of hard/soft soil for laying of cables on a bedding of sand at the bottom of the trench and covering it by layer of sand from top of cable. The brick/RCC slab shall be provided on sides & top of cable along full length of trench as per drawing given below



The desired minimum depth of laying from ground surface to the top of the cable is as followings.

Low voltage cable below 3.3 KV - 0.75m

Cable at Railway level crossing/track (will be laid in RCC pipe which will be supplied by Railway

From bottom of sleepers to the top of pipe - 1.00m

After laying the cable, the trench should be refilled , re-leveled & restored to original shape. At location & where required digging is not feasible & where RCC pipe will be laid below the track the payment will be made in proportionate to actual depth & length dug. There is no need to keep bricks/RCC slabs in trench where cable is passed thought RCC pipe/ GI pipe (Quality of bricks/ RCC slabs shall be got approved from Engineer In charge of work). **This also includes cable route indicator with IR engraved on it to be provided at every 10 meters** . The Brick thickness should not be less than 4" this must be ensured and bricks are provided in full length of cable laying. Excavation laying of cable underground should be as per IS 1255-1967.

Note :- If the prescribed brick size is not available the approval to different bricks may be taken from site in charge / AEE(P)-RTM .

02. REMOVAL OF RAIL POLES:- The work involves disconnection of supply & removal of existing RAIL / PIPE POLE's with light fittings without damaging & considering all safety aspects. The released material shall be deposited to RLY Site Supervisor.

DRM(Electrical)RTM

Western Railway –Ratlam Division

03. REMOVAL OF CROSS ARM & CONDUCTOR :- The work involves disconnection of supply & removal of existing Over Head line of copper /Aluminum ,boiler Tube / Angle Iron, Cross arm Top clamps, Gaurdnetting wires , insulators etc. without damaging considering all safety aspects. The released material shall be deposited to RLY Site Supervisor .

04. ERECTION OF RAIL POLE BG/MG AND 8 TO 9 METERS LONG : This includes erection of rail poles 8 to 9 meters long, released from railway track in BG/MG in a truly vertical position and proper alignment complete with excavation of pole pit in soft/morrum soil with foundation and muffing. One cement bag is required for foundation and muffing on each pole. one bag cement is to be used for each pole foundation. Excavation of pit in soft soil / morrum refilling concreting for mating foundation shall be of (1:3:6) concretes mixture (aggregate size 20mm graded nominal size) and 400mm Dia muffing around the pole , erection of 1/6th portion of the Rail pole shall be buried in the foundation. (Only rail poles will be supplied by Rly. of available length, which shall be cut accordingly as per site requirement).

CLEANING & PAINTING OF RAIL POLES : This includes supply of material, cleaning & painting of rail poles BG/MG 8-9 Mtr. long with Cross Arms . Two prime coats of red oxide paint and two coats of aluminum (silver) enameled paint with 18 " strip band of post office red paint 2 Ft. below lowest cross arm and black paint above muffing. Finally the foundation/muffing shall be white washed.

05. ACSR CONDUCTOR SIZE 6/1/2.59: This includes supply of material & Stringing of ACSR conductor size 6/2.59 (Al), 1/2.59 (steel) properly binded on LT Pin/Shackle insulators on OH line with jumpers connection etc. The code name of conductor is weasel & over all diameter of conductor shall be 7.77mm , confirming to relevant ISS. The joint in the mid section in not allowed. Aluminum conductor galvanized steel rain forced confirming to IS : 398 (Part-II)

06. Q" TYPE CROSS ARM:-- This covers supply of material and fixing of "Q" type Cross arm fabricated from M.S. angle size 45x45x5mm approx. as per drawing with drilled holes and to be fixed with M.S. clamp 45x5mm approx. size and hard ware on pole (Drawing is available in office) M.S. chromium plated with bolt and washer shall be used, the Dia of bolt shall not less then 12mm.

07. STRAIGHT CROSS ARM FOR TWO WIRES :- This includes supply of material & fabricated straight type cross arm made from MS angle size 45x45x5mm approx. with drilled holes as per drawing with 2 No pin / shackle insulator. The cross arm to be fixed on rail poles with MS clamp of size 45x5mm approx duly painted by two coat of red oxide paint . & hardware (Drawing is available in office). MS chromium plated with nut bolts & washers shall be used, the dia of bolt shall not less than 12mm.

08. SUPPLY & FIXING OF LT TOP CLAMPS :- This includes supply of material & fixing of top clamp for LT overhead line fabricated 75 X 75 X 5 mm MS angle including clamps of MS flat 50 X 5 mm with necessary hardware with 1 No pin insulator. It also includes supply of paint and painting with two coats or red oxide and two coats of aluminum paint of good quality after erection on the pole .

09. SUPPLY & FIXING 8SWG GI WIRE :- This includes supply and stringing 8SWG GI wire in Trench/ Pole/ Structure/ Pipe along with armored cable including connection at both ends.

DRM(Electrical)RTM

Tenderer's Signature with Seal

10. 10 SWG GI WIRE FOR O.H LINE :- This specification is as above item No.09 for GI wire of 10SWG for cradling.

11. SUPPLY & PROVIDING STAY SET ASSEMBLY :- This covers supply of material and providing stay assembly set complete with stay rod 16mm Dia, stay LT insulator, straining ,thimble galvanized steel stay wire size 7/0.064 , stay clamps with 6 Ft. long GI pipe 30mm Dia . The stay is to be provided by excavating the soil and re filling the pit by rubbles & cement mortar and on earth level a round foundation is to be made 9" size & 6" above the ground duly white washed by 02 coats of lime. Cement concrete foundation ratio 1:3:6 of suitable size shall be made on ground for stay.(1/2 bag of cement shall be used for each stay)

12. EARTHING: This includes supply of material & providing GI Pipe earthing arrangement with electrode GI pipe medium `B' class of 40 mm Dia, 3.20 mm thick(±10%) & 3.00Mt. long in length. GI pipe electrode shall be out tapered at the bottom and shall be provided with holes of 12 mm Dia at a distance of 7.5cms. in all sides from each other up to 2 Mt. of length from bottom. The electrode shall be buried, vertical .

The earthing, earth pit shall be as per Drg. No. DRM (E) P-1870 (R2) & each pit should be provided with RCC Cover of 450 x 450 x 75 mm as per Drg. No. EL/Sr.DEE(P)-RTM/E-P/2010 enclosed Earth pipe should be buried and top should not be less then 20cm below ground level. The earth pipe should have GI socket cover with square nut welded at the top or a MS rod hook 10mm of U shape welded on socket of required size for easy opening. A flat iron of 5 mm by 50 mm size should be nut bolts & welded 10 cm below the top of the pipe with two holes of 12 mm Dia and nut bolts with flat washers & Spring washers all nuts, bolts and washer shall be galvanized or chromium plated.

The earth value shall be measured jointly by contractor and Rly official and shall be within prescribed limits i.e.5 ohm. The value shall be painted on each pit as per Rly. Practice.

The pit should be refilled with charcoal & salt as per standard. The GI wire should be of 8 SWG connected from earth electrode to meter box/earth terminal/pole etc. with necessary clamp. Curing of pit for 7 days to be done.

Earthing terminal shall be of L shape heavy gauge GI sheet with fixing arrangement of 2 Nos. bolting arrangement with GI nut bolts to be fixed on main board and all the earth leads shall be on earthing terminal. Earthing should conform to IS 3043 .

Make :- GI PIPE medium "B" Class as per IS- 1239 Make shall be TATA/PRAKASH-SURYA/ JINDAL/ SIDDHARTHA/ARIHANT only .

ITEM NO. 13. TO 16. & 18. LAYING OF ARMOURED AL. PVC CABLES VARIOUS SIZE WITH 1 x 8 SWG GI Wire :- This includes Laying of Armored Al. PVC cable Various size with 1 x 8 SWG GI wire in existing pipe/trench/walls/ poles/ Platform shed properly secured etc. including connections at both ends. At locations where cable is passed through pipes on walls/poles the same shall be secured with MS clamps of suitable size and hardware (minimum two clamps) and above pipe Cable on shall be secured with suitable size of MS Clamps (Mini. 3 clamps). [The cable will be supplied by the Railway at respective working Stations] (Minimum Thickness of MS Clamp 5mm)

17. EMERGENCY FEED TERMINAL (EFT) 24/110 V DC : This includes supply, erection, testing & commissioning of emergency feed terminals made from studs of Aluminum

bar complete with bolts, lugs etc. The EFT should be housed in MS hinged cover made box from MS sheet of Approx. 18 SWG thick duly painted with one prime coat of red oxide and two coats of yellow enameled paint for 110V EFT & Gray for 24V EFT. In front there should be 24/110V indication & danger with red paint. The EFT's shall be fixed on existing rail poles post with MS clamps size not less than 38/45mm x 5mm .

NOTE :- The sample of EFT can be seen in office during working hours.

19. SUPPLY & LAYING OF LT PVC ARMOURED Aluminum CABLE 2CORE X 120mm² **:-** This includes Supply & laying of PVC insulated Al. Armoured cable 2core X 120mm² circular type cable with 1 x 8SWG GI wire in pipe/trench/walls/poles/ Platform shed properly secured etc. including connections at both ends along with lug, bolts etc. At locations where cable is passed through pipes on walls/poles the same shall be secured with MS clamps duly painted of 45x5mm Approx size with nut bolt at one meter intervals and Cable shall be provided with glands at the entrance of cable in panel junction box etc. The end of cable lead shall be proper lugged as per site requirement " .

Make :- All Armored Aluminum / copper stranded insulated cable shall be CABLE CORPORATION OF INDIA / UNIVERSAL/ HMT/ HAVELLS/ POLYCAB/ FINOLEX \ PYMEN CABLES / PARAGON / PLAZA with IS **1554 part I**.

20. JUNCTION BOX FOR 24/110 VOLT CHARGING LINE :- This includes supply, erection, testing and commissioning of weatherproof, outdoor type junction boxes to be located at the ends and centre of washing cum inspection pit line, fabricated from 18 SWG thick MS sheet and angles/channels as required in design. The junction box shall have one set (2 Nos. 200 Amps HRC Fuses with base) and Aluminum bus bars (2 Nos.) 200 Amps capacity for taking 2 outgoing circuit. The Junction .box shall be completely wired and fixed on walls /RCC pillars by MS clamps size 45 x 5mm Approx and hardware. The size of box shall be 400mm (L) x 400mm (B) x 300mm (H) duly painted and having incoming/ outgoing cable termination of 120sqmm Aluminum conductor cable.

The junction box shall be painted with one coat of red oxide paint and two coats of yellow Enameled paint. The front cover shall be hinged cover with locking arrangement. The voltage of the system (24/110 Volts DC) shall also be indicated with red paint on front cover. Each box shall be supplied with 02 Nos. Keys.

21. ERECTION OF RAIL POLE 1.5 Mts. LONG :- This includes erection of rail pole of 50/70/90 LBS ,1.5 Mts long for EFT's with foundation & muffing . The foundation size 6"x 6"x 9" deep shall be made from 1:3:6 cement concrete ratio . The rail post shall be grouted approximately 0.5 mtr below the ground level . The rail posts & clamps shall have one coat of red oxide paint and one coat of yellow & black for 110V and Gray & Black for 24V EFT posts. Enameled paint on remaining 1 Mt length as per Rly. standard . The underground incoming & outgoing cables shall be brought on rail post for connections to EFT's The cable shall be fixed on rail post by MS clamp of size 38mmX5mm Approx (Minimum 2 Nos. clamps on each rail post). The size of clamps shall be from MS flat size 38mm x 5mm Approx , if not available then next higher size shall be used. The rail post shall be cut to size by contractor. The GI bolt/nut/washer shall be and bolt dia shall not be less than 12mm (only rails will be supplied by Railway in yard/depot. near at site wherever available)

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List of personnel, organization available on hand proposed to be engaged for subject work**.**

Name	Educational Qualification	Year of experience in the field of work	Date from which employed continuously with firm/Company	Indicate if the personnel will be deployed on proposed work of this tender.
1	**2**	**3**	**4**	**5**

The above particulars are true and correct

Tender No. RTM /
(to be filled by Railway)

Signature of Tenderer:-……..

Name:-……..

Date:-……..

Place:-…….

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”Attach additional sheet in same format if required”

A. List of plant and machinery available on hand (OWN) for the subject work.

Sr. No.	Name of tools plants & Machinery No.	Specification/Capacity	Number available in good working condition.	Place where presently deployed.

B. List plant and machinery proposed to be **hired** for the subject work.

Sr. No.	Name of Tools Plants & Machinery no.	Specification/Capacity	Number available in good working condition.	Place where presently deployed.

The above particulars are true and correct.

Tender No. RTM /
(to be filled by Railway)

Signature of Tenderer:-……..

Name:-……..

Date:-……..

Place:-…….

”Attach additional sheet in same format if required”

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Minimum Eligibility criteria for open tenders costing above Rs. 50 Lacs is as under A-

PCE – CCG's CIRCULAR No 2008/CE-I/CT/Con/7(PCE/GM) Dated 15.12.08

Modified Vide Board L.No. 2007/CE-1/CT/1/18 Pt. XII Dt.31.12.2010

1	Should have completed at the time of opening of tender, in the last three financial years and in the current financial year.(i.e. current year and three previous financial years.)	At least one similar single work, for a minimum value of 35% of Advertised Tender value of Work.
2	Total Contract amount received during the last three financial years and in the current financial year.	Should be a minimum of 150% of Advertised Tender value. The tenderer(s) are required to submit the certificate from the employer / client, audited balancer sheet duly certified by the Chartered Accounts etc.

B) The following documents should be attached with the tender while submitting the tender:-

a) List of Personnel, Organisation available on hand and proposed to be engaged for the subject work.

b) List of plant and Machinery available on hand (own) and proposed to be included (own & hire to be given separately) for the subject work.

c) List of work completed in last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual state, actual completion and final value of contract should also be given.

d) List of work on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.

NOTE:-

1) In case of items (c) and (d) above, supportive documents/ certificates from the Organization with whom they worked /are working should be enclosed.

2) Certificates from private individuals for whom such works are executed/ being executed will not be accepted.

3 Vide C.E. (W) CCG letter No. W 623/5/2/3 Vol. IV (W-6) dated 2.8.2006, the organizations other than "Private Individual" from whom certificate can be considered for evaluation of credentials for eligibility criteria, are as follows-

(i) Government departments/ PSUs/ Coporatives / Bodies/ Institutions.

(ii) Public Limited Company

(iii) Private Limited Company

(iv) Partnership Firms- registered / unregistered

(v) Sole Proprietary firms- registered.

4 In terms of Head Quarters CCG directives vide letter No W/118//2005/2 (L) (W 6) Date 18/3/2005, in all tender costing above Rs 50 Lacks if the tenderer does not submit adequate documentary proof of having fulfilled eligibility criteria, as laid down in the NIT & Tender conditions, the offers shall be considered as **incomplete & shall be summarily rejected**.

5)For criterion 2.0 (A) (c) following documents will be relied upon for working out the total contractual amount received by the tenderer to evaluate credentials.

i) Attested copy of Annual Income Tax returns filed with Income Tax Department.

(ii) Attested certificate of the Tax deducted at source (TDS certificate) showing the contractual payments.

(iii) Attested certificate from Employer/ Clients, Audited balance sheet duly certified by the Chartered accountant about the Contractual payment received for the work done.

6)Tenderer may carefully note that their contract agreement for this work is liable to be terminated any time later, in case any of the information furnished by them is found to be untrue or any adverse points comes to light subsequently. The decision of Railway in this regard shall be final and binding.

7) (I) In terms of HQ Church gates directive vide letter no. W.118/0 Vol II (W.-6) date 30.5.2006 amendment of general condition of contract (works contract).

a) Clause 5 GCC - Earnest Money - The rules concerning Earnest Money Deposit modified vide Board 's letters Nos. 2003/CE-1/CT/4 Pt.-1 dated 12/16.5.06(items (i) of the Annexure) and letter no. 2003/CE-1/CT/4 Pt.-1 dated 07-12-06 are further amended as under. (as per Rly.Bd. letter No. 2007/CE-1/CT/18 dated 28-09-2007) The earnest money shall be 2% of the estimated tender value upto Rs.1 crore & for works estimated to cost more than Rs.1crore

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Rs.2 lakhs plus 1/2% (half percent)of the excess of estimated cost of work beyond Rs. 1crore subject to a maximum of Rs. 1crore . as indicated in the Tender Notice. This earnest money shall be applicable for all modes of tendering..

b) The practice of allowing Standing EMD is deposited forth with of all tenders. Therefore, sub- clause (d) stands deleted.

C) The earnest money should be in cash or in any of the following forms –

I) Deposits receipts, Pay orders, Demand drafts. These forms of earnest money could be either of the State bank of India or of any of the Nationalized banks.

2) **16(1)** Security Deposit –Unless otherwise specified in the special conditions, if any, the Security Deposit rate of recovery /mode of recovery shall be as under: -

a) Security Deposit for each work shall be 5% of the 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.

Security Deposit shall be returned to the contractor "**after passing the final bill based on No claim certificate from the contractor and expiry of the maintenance period"** . The Competent Authority shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

3. Introduction of Performance Guarantee (P.G.) – The procedure for obtaining Performance Guarantee is outlined below: -

(Reference Railway Boards letter No. 2007/CE-I/CT/18 dated 28.09.2007)

A clause on Performance Guarantee was introduced in GCC vide items (3) of Annexure to Board's No.2003/CE-1/CT/4(Pt) dated 12/16.5.06 in lieu of risk action procedure .This clause is modified as under :- Vide Boards L.No.2007/CEI/CT/18 Pt.XII Dt.31.12.10

Clause 16(4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a performance Guarantee (PG) within 30(thirty) days from the date of issue of Letter of acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st days after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA the contract shall be terminated duly forfeiting EMD and other due, if any payable against that contract. The failed contractor shall debarred from participating in re-tender for that work.

(b) The successful bidder shall submit the performance Guarantee (PG) in any of the following froms, amounting to 5% of the contract value.

i. A deposit of Cash;
ii. Irrevocable Bank Guarante;
iii. Government Securities including State Loan Bonds at 5% below the market value;
iv. Deposit Receipts, Pay Orders, Demand Draft and Guarantee Bonds. These froms of performance Guarantee Could be either of the State Bank of India of any of the Nationalized Banks;
v. Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
vi. A Deposit in the Post Office Saving Bank;
vii. A Deposit in the National Saving Certificated
viii. Twelve years National Defence Certificated
ix. Ten years Defence Deposited
x. National Defence Bonds and
xi. Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also. FDR in favour of FA & CAO (free from any encumbrance) may be accepted.

NOTE :- The instruments as listed above will also be acceptable for Guarantee in case of Mobilization Advance.

(c) The performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto

the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended. The contract or shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

(d) The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increased by more than 25% of the original contract value, an additional performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor."

(e) The performance Guarantee (PG) shall be released after physical completion of the work based on Completion Certificate issued by the Competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however be released only after expiry of the maintenance period and after passing the final bill based on No Clam Certificate from the contractor.

(f) Whenever the contract is rescinded the Security Deposit shall be forfeited and the performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/Partnership firm.

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

i) Failure by the contractor to extend the validity of the performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the performance Guarantee.

ii) Failure by the contractor to pay President of India any amount due, either as agreed by contractor or determined under any of the Clause / Conditions of the Agreement, within 30 Days of the service of notice to this effect by Engineer

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

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As per C. E. (Works) CCG's letter No.W.118/0(W-6) date 28.8.2006

BANK GUARANTEE BOND

The President of India,
Through The Divisional Railway Manager (Works),
Western Railway,
Divisional Railway Managers' Office,
---------- Division----------

1 consideration of the President of India (hereinafter called "the government") having agreed to accept from ---------- (hereinafter called "the said contractor/s), under the terms and conditions of an agreement / acceptance letter dated----------made---------- between ---------- and----------(hereinafter called " the said agreement") the Performance Guarantee for the fulfillment by the contractor/s of the terms and conditions in the said agreement on production of Bank Guarantee for Rs.---------- (Rupees----------only) we, ----------(indicate the name of the bank hereinafter referred to as the bank) at the request of ---------- contractor/s do hereby under take to pay the government an amount not exceeding Rs.------- against any loss or damage caused to or suffered by or would be caused to or suffered by the Government by reason of any branch by the said contractor(s) of any of the terms or conditions contained in the said agreement.

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

3 We under take to pay the government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any Court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of or liability for payment there under and the contractor(s) / supplier(s) shall have no ---------- against us for making such payment.

4 We----------(indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, including Maintenance / Warrantee Period , and that it shall continue to be enforceable till the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till----------(office /Department) Ministry of Railway certificates that the terms and conditions of the agreement have been fully and property carried out by the said contractor(s) accordingly discharged this guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the ---------- we shall discharged from all liability under this guarantee thereafter.

5 We----------(indicate the name of bank) further agree with the government that the government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or form time to time any of the powers exercisable by the government against the said contact and to forbear or enforce any of the terms and

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conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation or extension being granted to the contractor/s or for any forbearance act or omission on the part of the Government or indulgence by the Government to the said contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision , have affected of so reliving us.

6 The guarantee will not be discharged due to the change in the constitution of the bank of the contractor(s) /supplier(s).

7 We---------- (indicate the name of bank) ---------- under take not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Date this ---------- day of ----------2006

For ----------
Indicate the name of bank

INDIAN RAILWAYS
पश्चिम रेलवे
Western Railway
रतलाम मंडल
Ratlam Division

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Western Railway –Ratlam Division

Special Tender conditions

1. Commercial Tax:

In terms of provisions of M.P. commercial Tax Act, section 36, tax will be deducted at source at the rate of 2% on accepted contracts of Rs. One Lac and above.

In terms of notification issued by commercial Tax Deptt. No. A-5-6-96/Vikra/Panch (14) dated 12.04.1996; it has also been provided that if the contractor does not purchase/sale any material in the contract taken by them, then on submission of certificate to this effect, the 2% tax will not be deducted at the source.

2. Special Condition II _ Procedure for relating disputes of contractor:

2.1 The provision of Clauses 63 and 64 of the General Conditions of Contract will be applicable only for settlement of claims of dispute between the parties for value less than or equal 20% of the value of the contract and when claims of dispute are of value more than 20% of the value of contract, provisions of clause 63 and 64 and other relevant clauses of the General conditions of Contract will not be applicable and arbitration will not be remedy for settlement of such disputes.

2.2 The contractor shall not be entitled to ask for reference to arbitration before the completion of the work assigned to him under this contract. The contractor shall seek reference to arbitration to settle the dispute only on within the ambit of condition 2.1 above.

(CCG's No. W.118/7/OAA dated 12.04.85 Circular No. 1180)

3 As per Railway Board's letter No. 88/CE-I/C1 (Vol. II) dated 06.08.96 in case the tenderer withdraws his offer within the validity date of his offer or fails to undertake the contract after acceptance of his tender, the full earnest money should be forfeited. The Earnest Money in the form of Guarantee Bonds shall not be accepted.

4. "If any dispute arises between the parties with respect to this agreement any application or suit shall be instituted only in the; court with the local limits or whose Jurisdiction, the Western Railway's Divisional Headquarters office is situated and both the parties shall be bound by this clause.

(Head quarters letter no. CE-Circular No. 11/No. W/623/5/ARB/1 dt. 26.04.04)

5. All the available vehicles and equipments of the contractor can drafted by the Railway Administration in case of accidents / natural calamities involving human lives. The payment for such drafting shall be made according to the rates as shall be fixed by the Engineer. However, if the contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claims. The Chief Engineer's decision of the after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.

(PCE/CCG letter no. W.118/0(W6) dated 17-11-2003)

DRM(Elect.) **Signature of Contractor**

For & on behalf of the President of India

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Tenderer's Signature with Seal

Western Railway –Ratlam Division

SPECIAL CONDITIONS & SPECIFICATION OF CONTRACT PART I

Variation in quantities during execution of Works Contracts:

(Reference Railway Boards letter No. 2007/CE-1/CT/1/18 Pt. XII Dt.31.12.2010

New Clause 42(4) to India Railways General Conditions of Contract

(Ref : Item-9 to Railway Board's letter No. 2007/CE-I/18 date 31.12.2007 and
Item-2 to Letter no. 2007/CE-I/CT/18 Pt. XII dated 31.12.2010)

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

1. Individual NS items in contracts shall be operated with variation of plus minus 25% and payment would be made be made as per the agreement rate. For this, no finance concurrence would be required.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating tha item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions.:

   (a) Operation of an item by more than 125% of the agreement quantity need the approval of an officer of the rank not less than S.A. Grade;

   (i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concurred item shall be paid at 98% of the rate awarded for that item in that particular tender.

   (ii) Quantity operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

   (iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

   (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.

   (c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, If found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA & CAO/ GA & CAO(C) and approval of General Manager.
3. In cases where decrease is involved during execution of contract :

   (a) The contract signing authority can decrease the item upto 25% of individual item without finance concurrence.

   (b) For decrease beyond 25% for individual items of 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken after obtaining 'No Clam Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decease in the quantities.

   (c) It should be certified that the work proposed to be reduced will not be required in the same work.
4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
5. No such quantity variation limit shall apply for foundation items.
6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
7. For the tenders accepted at Zonal Railway level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
8. For tenders accepted by General Manger, variations upto 125% of the original agreement value may be accepted by General Manager.
9. For tenders accepted by Board Member and Railway Ministers, variations upto 110% of the original agreement value may be accepted by General Manager.
10. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per tender should be obtained.

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ARBITRATION & CONCILIATION ORDIANANCE 1996

(Ref: Advance correction slip no. 3 to General condition of contract, circulated vide PCE-CCG's letter no. W118/11/7/0/A(ARB) dt. 03.11.2003.

(Authority Rly Bd's letter no. 2003/CE-I/CT/4 date 09.10.2003

63: Matters finally determined by the Railway :

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its comletion, and whether before or after the determination of the contract, shall be referred by the Contractor to the **GM** and the **GM** shall within 120 days, then and after receipt of the Contractor's representation make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 8, 18, 22(5), 39, 43(2) 45(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1) to (xxiii) (B) of General conditions of Contract or in any clause of the special conditions of the contract shall be deemed as excepted matters' (**matters not arbitrable)** and decisions of the Railway authority, thereon shall be final and binding on the contractor, provided further that 'excepted matters' shall stand specifically excluded from the purview of the arbitration clause.

64(1) (i) : DEMAND FOR ARBITRATION

In the event of any dispute or difference between the parties here to as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question; dispute or differences on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the 'excepted matters' referred to in Clauses 63 of these conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on dispute matters, shall demand in writing that the dispute or difference be referred to arbitration.

64 (1) (ii) : The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, **given by the Railway,** shall be referred to arbitration and other matters shall not be included in the reference.

64 (1) (ii) (a) : The Arbitration proceeding shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

(b) The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

(c) The Railway shall submit its defense statement and counter claim/s, if any within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

64 (1) (iii) : No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim, or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

64 (1) (iv) : If the contractor/s does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim/s and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

64 (2) : Obligation during pendency of arbitration- work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable y the railway shall be

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withheld on account of such proceedings, provided however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64 (3) (a) (i) : In cases where the total value of all claims in question added together does not exceed Rs. 10,00,000 ((Rupees Ten lacs only), the Arbitral Tribunal **shall** consist of a sole arbitrator who shall be a gazetted office of Railway not below JA grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by **GM.**

64 (3) (a) (ii) : In cases not covered by clause 64 (3) (a) (i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Offices not below **JA Grade or 2 Railway Gazetted Officers not below JA Grade and a retired Railway Officer not below the rank of SAG Officer,** as the arbitrators. For this purpose, the Railway will sent a panel of more than 3 names of Gazzetted Rly. officers of one or more departments of the Railway **which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the contractor within 60 days from the days when a written and valid demand for arbitration is received by the G.M.** Contractor will be asked to suggest to General Manager up to 2 names out of the panel for appointment as contactor's nominee within 30 days from the date of dispatch of request by Railway. The General Manger shall appoint at least one out of them as contractor's nominee and will, also simultaneously appoint the balance number of arbitrator, from amongst the 3 arbitrators so appointed. **GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees.** While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in SA grade of other departments of the Railway for the purpose of appointment of arbitrators.

64 (3) (a) (iii) : If one or more of the Arbitrators appointed as above refuses to act as arbitrators, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/s to act in his/their place in the same manner in which the earlier arbitrator/s had been appointed. Such reconstituted Tribunal may at its discretion proceed with the reference from the stage at which it was left by the previous arbitrator(s).

64 (3) (a) (iv) : The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties here to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.

64 (3) (a) (v) : While appointing Arbitrator(s) under sub-clause (i), (ii) and (iii) above, due care shall be taken that he/ they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under disputes.

The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any if the matters under disputes.

64 (3) (b) (i) : The arbitral award shall state item wise, the sum and reasons upon which it is based.

64 (3) (b) (ii) : A party may apply for correction(s) of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award and interpretation of a specific point of award to tribunal within 30 days of receipt of the award.

64 (3) (b) (iii) : A party may apply to tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceeding but omitted from the arbitral award.

DRM(Electrical)RTM

Western Railway –Ratlam Division

64.4 : In case of the Tribunal, comprising of three members, any ruling or award shall be made by a majority of members of Tribunal. In the absence of such a majority, the view of the presiding arbitrator shall prevail

64.5 : Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

64.6 : The cost of arbitration shall be borne by the respective parties. The cost shall interalia include fee of the arbitrator(s) as per the rates fixed by Railway administration from time to time.
64.7 : Subject to the provisions of the aforesaid arbitration and conciliation Act 1996 and the rules there under and any statutory modification thereof shall apply to the arbitration proceedings under this clause.

Contractor Signature

DRM(Elect.) RTM

INDIAN RAILWAYS
पश्चिम रेलवे
Western Railway
रतलाम मंडल
Ratlam Division

DRM(Electrical)RTM

Tenderer's Signature with Seal

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CHANGE IN SPECIAL CONDITIONS OF CONTRACT

The contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply in Railway land to the running line. If for execution of certain works viz earthwork for parallel Railway line and supply of ballast for new or existing Rail line gauge conversion etc. road vehicles are necessary to be used in Railway land next to the line, the contractor shall apply to the engineer in-charge for permission giving the type and No. of individual vehicle name and license particulars of the drivers, location duration and timings for such movement/ work. The engineer in-charge or his authorised representative will personally counsel examine and certify, the road vehicle drivers, contractors flag man supervisor to be deployed on the work, location period and timing of the work. This permission will be subject to following obligatory conditions

1. The road vehicles will ply only between sunrise and sunset.

2. Nominated vehicles and drivers will be utilize for

3. The vehicle shall ply 6m. clear of the track. Any movement /work at less than 6m and up to minimum 3.5m clear track centre, shall be done only in the presence of Railway employee authorised by the engineer in- charge. No part of the road vehicle will be allowed less than 3.5m from track centre. Cost of such Railway employee shall be borne by the Railway.

4. The contractor shall remain fully responsible for ensuring safety & in case of any accident, shall bear cost of all damages to this equipment & men also damages to Railway and its passengers.

Engineer in-charge may impose any other condition necessary for a particular work or site.

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Western Railway
रतलाम मंडल
Ratlam Division

DRM(Elect.)RTM

Signature of Tenderer

Name:
Address

"END OF THE DOCUMENT"

DRM(Electrical)RTM

Tenderer's Signature with Seal