

TENDER BOOK NO

TENDER DOCUMENT SOLD TO

M/S SHRI

VIDE MR NO..... **DATE**

ISSUED BY CC/GRC, DC/KGP.

FOR Rs. 1,000 + Rs. 124/- (Service Tax) Rs. 1,124/-

TENDER DOCUMENT



SIGNAL & TELECOMMUNICATION DEPARTMENT

TENDER NOTICE NO - S&T/KGP/OT/Sliding Boom-6/14-15 Dt – 20.01.2015

NAME & PLACE OF THE WORK : Excavation of trench, laying of cable, casting of foundation for installation and commissioning of sliding Booms of 06 Nos. Spl. Class LC gates at locations in KGP-Division (Location enclosed).

DATE OF OPENING : 10.03.2015 at 15.30 hrs.

**COST OF TENDER DOCUMENT: Rs. 1,000 + Rs. 124/- (Service Tax) Rs. 1,124/-
(Rs. One thousand one hundred twenty four) only**

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CHECK LIST OF ITEMS TO BE COMPLIED BY TENDERS

Tender Notice No. - S&T/KGP/OT/Sliding Boom-6/14-15 Dt – 20.01.2015

1. Submission of tender in **Single packet** in Railway's form duly signed by the Tenderer at every page.
2. **Item wise compliance of tender condition to be given alongwith their offer.**
3. All documents to be furnished in English.
4. Partnership deed, if any, constitution of the firm and copies of connected legal documents.
5. Full and clear postal address.
6. Earnest money in prescribed form.
 - (i) FDR/Demand Draft etc:
 - (ii) Validity to be at least upto the validity date of the tender.
 - (iii) To be hypothecated to **FA&CAO/S.E. Rly./GRC**
7. Validity to the tender offer (90 days or as specified)
8. Credential in support;-
 - a. Experience and expertise in S&T field to fulfill qualifying criterion of tender notice
 - b. Financial Capability.
 - c. Resourcefulness in respect of assured supply of materials.
 - d. Details of technical personal with qualification and experience employed by the firm.
 - e. Details of Supervisors and skilled & unskilled staff with qualifications and experience for field supervision & execution.
 - f. Details of equipments, tools and plants machinery, vehicle etc. available the firm for execution of contract work.
9. Time schedule for supply of material and execution of works.
10. If working through contract labour, the contractor must register with Labour Commissioner – necessary license to be submitted with tender or to be produced before signing of Contract Agreement.
11. Corrections, if any, to be attested by the Tenderer.
12. Acknowledgment of Letter of Acceptance – within 7 days from the date of issue.
13. For successful tenderer, the earnest money to be retained by the Railways as a part of security deposit and the balance towards security deposit to be deducted (@ 10%) from, 'on account' bill unless the whole security deposit is made by the tenderer.
14. Contract Agreement to be executed, by the successful tenderer within the period as specified in LOA.
15. The following information should be displayed on a proper 'Steel Board' of size not less than 1m X 1m at all project sites:-
 - (i) Name of the Organization/Railway
 - (ii) Name of Project
 - (iii) Approx cost of Project
 - (iv) Expected date of completion
 - (v) Name and address of the contractor
 - (vi) Address of Engineer-in-charge.

Note: The above check list is not exhaustive. The Tenderer must go through carefully the entire booklet and submit the tender complying with all the conditions / provisions / instructions mentioned therein irrespective of the fact that they have been highlighted in the check list or not.

Signature of Tenderer/s

South Eastern Railway

Office of the
Sr. Divl. Signal & Telecom Engineer (Co-Ord)
S.E.Railway /Kharagpur
Date – 20.01.2015

No. - S&T/KGP/OT/RTU & GSM/14-15

On behalf of the President of India, Sr. Divisional Signal & Telecommunication Engineer (Co-Ord), South Eastern Railway – Kharagpur invites separate sealed tenders in prescribed form from the tenderer for the works indicated below:-

S. N	Tender Notice No.	Name of Work	Tender value in Rs.	EMD in Rs.	Cost of tender document	Date of Opening
1.	S&T/KGP/OT/ Power Cable/ KGP-BHC/14-15 Dt – 20.01.15	Excavation of cable trench, laying of cable for replacement of old and worn out power cable in Kharagpur-Bhadrak section of Kharagpur Division of S.E. Railway.	Rs. 15,82,564/- (Rupees Fifteen lakhs eighty two thousand and five hundred sixty four) only	Rs. 31,660/- (Rupees Thirty one thousand six hundred sixty) only	Rs. 2,000 + Rs. 247/- (Service Tax) = Rs. 2,247/- (Two thousand two hundred forty seven) only	10.03.2015
2	S&T/KGP/OT/Shifting of Starter Signal/14-15 Dt – 20.01.15	Supply, installation & commissioning of shifting of Starter Signal to 3 Mtrs. beyond insulation joint in KGP-Division (Location enclosed)	Rs. 32,19,311/- (Rupees Thirty two lakhs nineteen thousand and three hundred eleven) only	Rs. 64,390/- (Rupees Sixty four thousand three hundred ninety) only	Rs. 3,000 + Rs. 371/- (Service Tax) Rs. 3,371/- (Three thousand three hundred seventy one) only	10.03.2015
3.	S&T/KGP/OT/Sliding Boom-6/14-15 Dt – 20.01.15	Excavation of trench, laying of cable, casting of foundation for installation and commissioning of sliding Booms of 06 Nos. Spl. Class LC gates at locations in KGP- Division (Location enclosed).	Rs. 3,48,491/- (Rupees Three lakhs forty eight thousand and four hundred ninety one) only	Rs. 6,970/- (Rupees Six thousand nine hundred seventy) only	Rs. 1,000 + Rs. 124/- (Service Tax)= Rs. 1,124/- (Rs. One thousand one hundred twenty four) only	10.03.2015
4	S&T/KGP/OT/RTU & GSM/14-15 Dt – 20.01.15	Provision of RTU at IBH & LC gates with software modification & GSM Modem at Signal Fault Control KGP for generation of SMS in Kharagpur Division.	Rs 11,81,150/- (Rupees Eleven lakhs eighty one thousand and one hundred fifty) only	Rs. 23,630/- (Rupees Twenty three thousand six hundred thirty) only	Rs. 2,000 + Rs. 247/- (Service Tax) = Rs. 2,247/- (Two thousand two hundred forty seven) only	10.03.2015
5	S&T/KGP/OT/ Unmanned LC Gate/14-15 Dt – 20.01.15	Execution of S&T portion of work for Manning of Unmanned Level Crossing gate of 11 Nos. LC Gates in KGP-Divn. (Location enclosed)	Rs. 5,78,825/- (Rupees Five lakhs seventy eight thousand and eight hundred twenty five) only	Rs. 11,580/- (Rupees Eleven thousand five hundred eighty) only	Rs. 2,000 + Rs. 247/- (Service Tax) = Rs. 2,247/- (Rs. Two thousand two hundred forty seven) only	10.03.2015

Contd. ...2

6	S&T/KGP/ OT/PA System/14- 15/ dtd. 20.01.2015	Supply, installation & commissioning for replacement of Public Address System by improvised public Address with modernized speaker at Kharagpur Railway Station.	Rs. 12,09,052/- (Rupees Twelve lakhs nine thousand and fifty two) only	Rs. 24,190/- (Rupees Twenty four thousand one hundred ninety) only	Rs. 2,000 + Rs. 247/- (Service Tax) = Rs. 2,247/- (Two thousand two hundred forty seven) only	10.03.2015
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Earnest Money:

- Earnest money to be deposited in form of cash with Divisional cashier, S.E. Railway, Kharagpur or Deposit receipts, pay orders, Demand drafts drawn in favor of FA & CAO/S.E. Railway/Garden Reach/Kolkata-43. Deposit receipts executed by the scheduled banks (other than the State Bank of India and the Nationalized Bank) approved by the Reserve Bank of India for this purpose. The railway will not however accept deposit receipts without getting in writing the concurrence of Reserve Bank of India.

Completion Period:

- 180(One hundred eighty) days from the date of issue of letter of acceptance. (**Works under Srl. No-01 to 05 above**)
- 120(One hundred Twenty) days from the date of issue of letter of acceptance. (**Works under Srl. No- 06 above**)

Date & Time of sale of Tender Document:

- **30.01.2015 to 09.03.2015 upto 18.00 hrs.**
- On all working day except Saturday and holidays

Date & Time of receipt of Tender Document:

- **10.03.2015 (up to 15.00 hrs.)**

Date & Time of opening of Tender:

- **10.03.2015 at 15.30 hrs.**

Cost of Tender Document to be deposited:

- The cost of Tender document to be deposited with Divisional cashier, S.E. Railway, Kharagpur OR Chief cashier, S.E. Railway, Garden Reach, Kolkata-43 to be credited to following Estimate Nos.
- Srl. No. 1 - ST/EST/1305/2010 and Allocation Nos. DRF(Q-3373).
- Srl No. 2 - ST/EST/1447/2013 and Allocation No- DF-III (S-3373).
- Srl. No. 3 - ST/EST/1499/2014 and Allocation No- SF-2973
- Srl. No. 4 - ST/EST/1508/2014 and Allocation No- DF-III(S-3373)
- Srl No. 5 - ST/EST/1359/2011 and Allocation No- S-Fund.
- Srl. No. 6 - ST/EST/1438/2013 and Allocation No- DRF(Q-5373).

Place of Sale of Tender Document:

- Office of the Sr. Divisional Signal & Telecom Engineer (Co-Ord), S.E. Railway, Kharagpur - 721301.
- Office of the Chief Signal & Telecom Engineer, S.E. Railway, Garden Reach, Kolkata- 700043

Validity of the offer:

- 90 days (**All works under Srl .No-01 to 06 above**)

ELIGIBILITY CRITERIA(Work under Srl. No- 01 to 04 above)

Eligibility Criteria approved by CSTE/GRC & approval of DRM communicated by Sr.DEN/Co/KGP for Open Tenders costing below 50 lakhs, the following Eligibility Criteria are proposed to be provided in the present tender:-

- i) Signalling works – The tenderer(s) must have previous experience of execution of Railway Signaling works either directly as a Railway contractor or as a sub-contractor of some Railway contractor. Necessary certificate in this regard must be submitted along with the offer.
- ii) The tenderer shall certify, supported by documentary proof, that tenderer is capable of doing such work as described in the tender notice independently along with his financial ability.
- iii) The total contract amount received during the last three financial years and in the current financial year as per the authentic certificate such as audited balance sheet duly certified by Chartered Accountant should be minimum of 150 % of advertised tender value of work

ELIGIBILITY CRITERIA(Work under Srl. No- 05 & 06 above)

Eligibility Criteria approved by CSTE/GRC & approval of DRM communicated by Sr.DEN/Co/KGP for Open Tenders costing below 50 lakhs, the following Eligibility Criteria are proposed to be provided in the present tender:-

- i) Telecom works – The tenderer must have previous experience of executing Railway Signaling/Telecommunication works either as a direct contractor to the Railway or as a sub-contractor to some Railway contractor. Tenderers who have previous experience of executing works in BSNL or any other telecommunication firm will also be eligible. Necessary certificate in this regard must be submitted along with the offer.
- ii) The tenderer shall certify, supported by documentary proof, that tenderer is capable of doing such work as described in the tender notice independently along with his financial ability.
- iii) The total contract amount received during the last three financial years and in the current financial year as per the authentic certificate such as audited balance sheet duly certified by Chartered Accountant should be minimum of 150 % of advertised tender value of work.

Documents to be submitted along with tender:

1. A declaration on affidavit about the correctness of the information filled up in the tender documents.
2. List of personnel, organization available on hand and proposed to be engaged for the subject work.
3. List of plant & machinery available on hand (Own) and proposed to be indicated (Own and hired to be given separately) for the subject work.
4. List of works completed in the three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award, date of scheduled completion of work, date of actual start, actual completion and final value of contract.
5. List of works on hand indicating description of work, date of award, contract value and approximate value of balance work yet to be done.

NOTE:

1. Tender documents are not transferable and will not be sent to tenderer by post, however tenderer may download the tender document from the South Eastern Railway Website www.tenders.gov.in & www.serailway.gov.in and use the same. The application made in such form shall be considered valid only when the bidder submits a demand draft / Banker's cheque of a sum as mentioned above (which is not refundable) drawn on any nationalized Bank in favour of FA & CAO / S.E. Railway/ Garden Reach- Kolkata as cost of tender document along with their offer failing which the tender will not be considered.
2. The tenders dully filled in, signed and enclosed with supporting documents will be received and opened simultaneously in the office of the Chief Signal & Telecom Engineer, South Eastern Railway, Garden Reach, Kolkata and Sr. Divisional Signal & Telecom Engineer (Co-Ord), South Eastern Railway, Kharagpur on the scheduled date and time as mentioned above.
3. In case any of the days herein mentioned above is declared a holiday or Bundh on any account, the said date shall automatically be substituted by the date of the next working day. The Railway reserves the right to amend or reject the tender without assigning any reason whatsoever

**Divl. Signal & Telecom Engineer(East)
South Eastern Railway - Kharagpur
For & On behalf of The President of India**

Copy forwarded to :

1. FA & CAO/GRC for kind information. He is requested to depute Accounts Officer to the office of CSTE/GRC on **10.03.2015** at 15.30 hrs. to witness the opening of tender.
2. Sr. DFM/KGP. He is requested to depute Accounts Officer to this office on **10.03.2015** at 15.30 hrs. to witness the opening of tender.
3. Chief Cashier/S.E. Railway /GRC is requested to accept the cost of tender document to be paid by the intending tendered and credited to Allocation Nos. for Srl No. 1- DRF(Q-3373) , Srl. No.2- DF-III (S-3373), Srl. No.3- SF-2973, Srl No. 04- DF-III(S-3373), Srl. No.5 - S-Fund and Srl. No. DRF(Q-5373).
4. Divisional Cashier/S.E. Rly/KGP is requested to accept the cost of tender document to be paid by the intending tendered and credited to Allocation Nos. for Srl No. 1- DRF(Q-3373) , Srl. No.2- DF-III (S-3373), Srl. No.3- SF-2973, Srl No. 04- DF-III(S-3373), Srl. No.5 - S-Fund and Srl. No. DRF(Q-5373).
5. CSTE/GRC for kind information. It is requested to arrange for opening of tender
6. CSTE/Proj./GRC for kind information and wide publication.
7. DRM (S&T)/CKP, ADA, RNC for information and wide publication.
8. Dy. CSTE/Proj./KGP, ADA and CKP for information and wide publication.
9. ASTE/SRC, ASTE/South/KGP, ASTE/Works/KGP, ASTE/KGP, All SSE(S) & SSE(T) of KGP (OL) for information and necessary action.
10. Copy to N O T I C E B O A R D.

**Divl. Signal & Telecom Engineer(East)
South Eastern Railway - Kharagpur
For & On behalf of The President of India**

Signature of Tenderer/s.

SOUTH EASTERN RAILWAY**TENDER**

Senior Divisional Signal & Telecommunication Engineer (Co-Ord) /S.E.Railway/Kharagpur Division invites sealed tender up to 15.00 hrs. on ... 10.03.2015 for the work of "Excavation of trench, laying of cable, casting of foundation for installation and commissioning of sliding Booms of 06 Nos. Spl. Class LC gates at locations in KGP- Division (Location enclosed)."

Approximate value of work: **Rs. 3,48,491/-**(Rupees Three lakhs forty eight thousand and four hundred ninety one) only.

The Tender form is not transferable

The tender should be accompanied by a deposit in cash or in any of the following forms:

- a) **Rs. 6,970/-** (Rupees Six thousand nine hundred seventy) only as Earnest money for the due performance of the stipulation to keep the offer open for the periods specified below the tenderer shall hold the offer open for a period of 90(Ninety) days from the date fixed for opening the same, it being understood that the tender documents have been sold/issued to the tenderer and the tenderer is being permitted to tender on consideration of the stipulation on his part that after submitting his tender he will not resale from his offer or modify terms and conditions there of in a manner not acceptable to the Chief Signal & Telecommunication Engineer/Divl. Railway manager/Addl. Divl. Railway Manager/Sr.Divl. Signal & Telecommunication Engineer (Co-Ord) of South Eastern Railway, should the tenderer fail to observe or comply with the foregoing stipulation the aforesaid amount of Rs..... Shall be liable to be forfeited to the Railway.
- b) In case the tenderer withdraws the validity date of his offer or fails to under take the contract after acceptance of his tender the full earnest money will be forfeited Earnest money in the form of Guarantee Bonds, Govt. securities (Stock Certificates, Bearer Bonds, promissory Notes, cash certificates etc.) will not be accepted.

Signature of Tenderer/s

SOUTH EASTERN RAILWAY
Tender Form First Sheet
TENDER

To
The President of India,
Acting through the
Sr. Divl. Sig. & Tele. Engineer (Co-Ord),
S. E. Railway/Kharagpur.

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 a period of 90(Ninety) days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our earnest money. I/We offer to do work for..... at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work on acceptance of the tender, I/We also hereby agree to abide by the General and special conditions of contract and to carry out the work according to the standard specifications for materials and works laid down by the Railway for the present contract.

2. A sum of Rs..... is herewith forwarded as earnest money. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
 - a) I/We do not execute the contract documents within seven days after receipt of notice is issued by the Railway that such documents are ready, or
 - b) I/We do not commence the work within Ten days after receipt of orders to that effect, or
 - c) I/We withdraw my/our offer within the validity date of my/our offer.
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer/s

Tenderer's Address

Signature of Witness:

1.

2.

Signature of Tenderer/s

SECOND SHEET**Conditions of Tender:**

1. The drawing for works can be seen in the Office of the Sr. D.S.T.E.(Co-Ord)/ S.E.Railway/ Kharagpur at any time during the office hours.
2. General conditions of contract and standard specifications for contractual work revised edition 2001 vol.2 of S.E.Rly. which can be seen at the office of the Sr.DSTE (Co-Ord)/Kharagpur. These terms and conditions form part of the contract unless otherwise mentioned in specified conditions and specifications.
3. The Tender or tenderers shall quote his/their rates as per schedule of work attached.
4. Tender containing omissions and alternations of the tender documents are liable to be rejected if any corrections are made by the tenderer/tenderers in his/their entries the same must be attested by him/them.
5. The works/supplies are to be completed with in a period of **180 days** from the date of issue of acceptance letter. The tender must be accompanied by a sum of **Rs. 6,970/-** (Rupees Six thousand nine hundred seventy) only earnest money deposited in cash or in any of the forms mentioned below in favour of FA&CAO/S.E.Rly./Garden reach/Kolkata failing which the tender will not be considered.
 - i) Deposit receipts, pay orders demand drafts or Nationalized Bank.
 - ii) Govt. securities (Stock certificates, bearer bonds, promissory notes, cash certificates) Guarantee Bonds will not be accepted.
6. The tenderer shall hold the offer open till such date as may be specified in the tender. It is understood that, the tender documents have been sold/issued to the tenderer and tenderer is being permitted to tender in considerations of the stipulation on his part and after submitting his tender he/they will not resile from his/their offer or modify the terms and conditions, of S.E.Railway should the tenderers fail to observe or comply with the foregoing stipulations' the amount deposited as security for the due performance of the above stipulations shall be forfeited to the Rlys. If the tenderer is accepted the amount of earnest money will be held as security deposit for the due and faithful fulfillment of the contract. The earnest money of the unsuccessful tenderers will have as herein before provided returned to the unsuccessful tenderers, but the Railway shall not be responsible for any loss or depreciation that may happen to security of the due performance on the stipulations to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession, nor be liable to pay interest thereon.

The amount of security deposit, if any refundable to the tenderer for any other work accepted and completed by him/they cannot be set off towards the earnest money/security deposit due against this tender.

Signature of Tenderer/s

7. It shall not be obligatory on the said authority to accept the lowest tender and no tenderer/tenderers shall demand any explanation for the cause of rejection his/their tender.
8. If the tendere/s deliberately gives/tenders deliberately gives wrong information in his/their tender or creates/create the circumstances for the acceptance of his/their tender, the Rly. Reserves the right to reject such tender at any stage.
9. If a tenderer expires after submission of his tender or after the acceptance of his tender the Railway shall deem such tender as cancelled, if a partner of firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled unless the firm retains its character.
10. The earnest money including the amount taken as security deposits for the due performance of the stipulation to keep the offer open till the data of specified in the tender, will be refunded to the unsuccessful tenderer/tenderers within a reasonable time. The earnest money deposited by the successful tenderer/tenderers will be retained towards the security deposit for the due and faithful fulfillment of the contract, but shall be forfeited if the contractor fails/contractors fail to execute the agreement bond or start the work within a reasonable time (to be determined by the Engineer-in-charge) after notification of the acceptance of his/their tender.

The amount of security deposit / Rate of recovery / mode of recovery of the contract will be as under: -

- i) **Security Deposit for each work should be 5% of the contract value.**
- ii) **The Rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered .**
- iii) 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.

The difference in value between the Earnest money already deposited by the tenderers and the amount of security deposit to be paid by him as per above calculation shall be recovered by a percentage deduction ordinarily 10% (Ten percent) from periodic payments to be made on accounts of the work done.

iv) Performance Guarantee (PG)

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 day 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 dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.

Signature of Tenderer/s

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the contract value:
- (i) A deposit of Cash.
 - (ii) Irrevocable Bank Guarantee.
 - (iii) Government Securities including state Loan Bond at 5% below the market value.
 - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of performance Guarantee could be either of the State Bank of India or 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 Certificates.
 - (viii) Twelve years National Defence Certificates.
 - (ix) Ten years Defence Deposits.
 - (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 accepted for Guarantees 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 PG 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 contractor shall get the validity of PG 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 increase 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 Claim Certificate' from the contractor.
- (f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the performance Guarantee shall be en-cashed. 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 provisions in the contract agreement) in the event of;

Signature of Tenderer/s

1. 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.
 2. Failure by the contractor to pay President of India any amount due, either as agreed by the 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.
 3. The contractor 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.
11. The tender/tenderers is/are required to produce along with his/their tender an authorized copy of the Income Tax clearance certificate or court affidavit duly countersigned by the Income Tax Office to the effect that he has/they have no taxable income. Documents testifying to the tenderer/tenderers previous experience and financial status should be produced when desired by the Sr.Divl. Sign. & Tele Engineer (Co-Ord) /S.E.Railway/Kharagpur. The tenderer/tenderers is/are also required producing along with his/their tender on authorized copy of up-to-date sale tax clearance certificate for execution of supply of works.
 12. The tenders dully filled in, signed and enclosed with supporting documents will be received and opened simultaneously in the office of the Chief Signal & Telecom Engineer, South Eastern Railway, Garden Reach, Kolkata and Sr. Divisional Signal & Telecom Engineer (Co-Ord), South Eastern Railway, Kharagpur on the scheduled date and time as mentioned in Tender Notice.
 13. Non-compliance with any of the conditions set forth in above is liable to result in the tender being rejected.
 14. The authority for the acceptance of the tender will rest with the S.E. Railway who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders.
 15. The successful tender shall be required to execute an agreement with the President of India acting through the Sr. DSTE (Co-Ord)/DSTE of the S.E. Railway/Kharagpur for carrying out the work according to the General conditions of contract and standard specifications for works and materials as given in part III & IV of the schedule Rates (2001) Edition of the S.E. Railway together with all correction slips up-to-date.
 16. The tenderer shall keep the offer open for a minimum period of 90 days from the date of opening of the tender, within which period the tenderer cannot withdraw his offer subject to the period being extended further, if required, by mutual agreement from time to time. Any contravention of the above conditions will make the tenderer liable for forfeiture of his security deposit for due performance of the foregoing stipulations.

Signature of Tenderer/s.

17. Should a tenderer be a retired Engineer of the Gazetted rank or any other Gazetted Officer working before the retirement whether in the executive or Administrative capacity or whether holding a pensionable post or not in the S&T Deptt. Of any of the Rly. Owned an 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 a retired Gazetted Officer as aforesaid or should a tenderer being an incorporated company have any such retired Gazetted Officer as one of its directors or should a tenderer have in his employment any retired Engineer or retired Gazettes Officer the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer had not retired from Govt. service as at least two years prior to the date of submission of the tender as to whether permission for taking such contract or if the contractor be a partnership firm or any 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 the Officer as the case may be from the President of India or any Officer duly authorized by him in this behalf be clearly stated in writing at the time of submitting the tender. Tender without the information above referred to or a statement to the effect that no such retired. Engineer/or retired Gazetted Officer is so associated with the tenderer as the case may shall be rejected.
18. Should a tenderer/Contractor being an individual on the list of approved contractor have a relative employed in Gazetted capacity in the S&T Deptt. of the S.E. Railway or in the case of a partnership firm or company incorporated under the Indian Company Law should partner or a relative of the partner or a share holder or a relative of a share holder be employed in Gazetted capacity in the S&T Deptt. Of the S.E. Railway, the authority inviting tenders shall be in formed of the fact at the time of submission of tenders, failing which the tender may be rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in clause 61 of the General conditions of the contract.
19. The places/locations where contractor's vehicles are permitted to ply adjacent to the running lines, contractors are required to erect a bamboo barricade 3.25 mtrs. away from the center of the track to an indication to the plying vehicles.
20. In case of free supply of cement in bags by the Railway, the contractor is required to return the empty cement bags to the railway in sound and serviceable conditions after completion of the works. For failure on the part of the contractors to return the empty cement bags, cost will be recovered through contractor's bill at twice the rate as fixed by the cement controller from time to time. These will apply even for bags deteriorated while in use and not found acceptable to the Railway for taking back from the contractors.
21. In the event of the loading of S&T materials into wagon by the contractor being found running under loaded wastage of valuable wagon capacity, the freight charges on account of under loading wagons shall be payable by the contractor responsible for the under loading of wagons.
22. Should tender find discrepancies in any of the tender form or should be in doubt as to their meaning, should at once notice the authority inviting tenders who may send written instruction to all the tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially make upon himself and provide for the risk for any error which may subsequently be discovered and shall make no subsequent claim an account thereon.
23. The guarantee period for the works unless and otherwise mentioned in the schedule will be treated as 6 (six) months from the date of completion of such works.

Signature of Tenderer/s.

24. In case of the date of opening of the tender is declared as Holiday the tender will be opened on the next morning day at the same time.
26. The following amendment for the general contract shall be effective.
- (a) New clause 64(3) (a)/III – The Arbitrator/Arbitrators/Umpire so appointed as the case may be shall give the award on all matters referred to arbitration indicating there in break- up of the sums awarded separately on each individual item of dispute.
- (b) The word ‘Person’ appearing in the first sentence of clause 64(3) of the General conditions of the contract should be substituted by the word “Gazetted Railway Officer”.
27. During execution of the work against this contract the contractor / contractors will be responsible for ancillary work at his/their own cost.
28. All disputes and differences of any kind whatsoever arising out of original condition with the contract whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be referred to by the contractor to the Railway. The Railway shall within a reasonable time, after the receipt of the contractor’s representation make and notify decisions on all matters referred to the contractor in writing provided that matters for which provision has been made in clauses 18,22(5), 39 45(a) 55A(5)m 61(2) and 62(I) (XIII) (B) (e) (d) of the General conditions of contract or in the special conditions of the contract shall be deemed as excepted matters and decisions thereof shall be final and binding on the contractor provided further that excepted matters shall stand specifically excluded from the purview of the arbitration clause and shall not be, referred to arbitration.
29. The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the work or make any alteration in their design, character, position, site quantities, dimensions in the method of their execution or in the combination and use materials for the execution thereof to order nay additional work to be done or any works not be done and the contractor will not be entitled to any compensation for any increase, reduction in the quantities of work, but will be paid only for the actual amount for work done and for approved materials supplied against a specific order.
30. **VARIATION CLAUSE.**
The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:
1. Individual NS items in contract shall be operated with variation of plus or minus 25% and payment would 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 that 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 needs the approval of an officer of the rank not less than S.A. Grade:

Signature of Tenderer/s.

- i. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item shall be paid at 98% of the rate awarded for that item in that particular tender.
 - ii. Quantities 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/FA & CAO(C) and approval of General Manager.
3. In cases where decrease is involved during execution of contract
 - i. The contract signing authority can decrease the items upto 25% of individual item without finance concurrence.
 - ii. For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - iii. It should be certified that the work proposed to be reduced will not be required in the same work.
 - a. 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.
4. No such quantity variation limit shall apply for foundation items.
5. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and nor 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).
6. For the tenders accepted at Zonal Railways level, variation in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
7. For tenders accepted by General Manager, variations upto 125% of the original agreement value may be accepted by General Manager.

Signature of Tenderer/s

8. For tenders accepted by Board Members and Railway Ministers, variations upto 110% of the original agreement value may be accepted by General Manager.
 9. 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 single tender should be obtained.
31. No Bank Guarantee and PEMD will be accepted as earnest money.
32. The tenderer should sign every page of the tender documents and submit all of those.
33. The submission of tender by a contractor implies that he has read and abides by the conditions stated therein accompanying the tender form and the S.E.Railway (Schedule of Labour and Material Rates 1989 Vol. 1) & the General Conditions of Contract of Standard Specifications 2001 Vol.- 2 with all correction Slips up-to-date.
34. (i) Provision of Contract Labour (Regulation and Abolition) Act 1970.
1. The contractor shall comply with the provision of the Contract Labour (Regulation and Abolition) Act., 1970 and the Contract Labour (Regulation and Abolition) General Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claim under the aforesaid Act. and the rules.
 2. The contractor shall obtain valid license under the aforesaid act modified from time to time, before the commencement of the work and continued to have a valid license, until the completion of the work. Any failure to fulfill this requirement shall attract, the penalty provision of the contract arising out of the resultant non-execution of the work.
 3. The contractor shall pay to labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid act and the rules wherever applicable. The contractor shall not withstanding the provisions of the contract to the contract clause to be paid the wages to the labour in-directly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
 4. In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of the contract, the contractor shall comply with or cause to be complied with the provision of the aforesaid act and the rules wherever applicable.
- 34.(ii) In every case, in which by virtue of the provision of the aforesaid act of the rules the Railway is obliged to pay any amount of wages to a workmen employed by the contractor or sub-contractor in execution of the work or to incur any expenditure in providing welfare and help amenities required to be provided under the aforesaid act and the rules or to incur any expenditure on account of the contingent liability of the Railway due to contractor's failure to fulfill his statutory obligation under the aforesaid act of the rules the railway will recover from the contractor's the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under section 20(Sub-section(2) and section (21) sub. sec (4) of the aforesaid Act. of the Railway shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and or from any sum due by the Railway to the contractor or otherwise.

Signature of Tenderer/s.

The Railway shall not be bound to contest any claim made against it under section(i) of section 20 and sub-section(4) of section 21 of the aforesaid Act. except on the written request of the contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Railway regarding the amount actually recoverable from the contractor as stated above, shall be final and binding on the contractor.

35. Tenderers should specify and full disclose their respective constitutions and submit along with tender attested copies of document like partnerships deed, articles and memorandum of association certificates of incorporation act if any in support of such disclosures. If a tenderer is a firm i.e. partnership business, it should be specified whether the name of the firm is registered under the Indian Partnership Act. and the names and address of all the partners of the firm should be fully disclosed. The Railway Administration shall always have the liberty to require production of the originals of the said documents and also make such further and other regulations regarding the constitutions of the tenders as may be considered necessary from time to time.
36. Contractor's store houses, yards etc. for stacking Railway, materials shall be located in the Railway premises only at location approved by the Engineer.
37. Guarantee bond if any submitted, as earnest money/security deposit must accompany a certificate from the collector that requisite stamp duty has been paid on the instrument. The guarantee bond without certificates will liable to be rejected as valid instrument for the purpose it is submitted.
38. **Recovery of hire charge for plant & machinery giving to the contractor:**
- a) The cost of plant and machinery of the purpose of calculating the hire charges shall be its present day market value on 1st April of the financial year in which the plant is given on hire plus 5% freight and 2% incidental charges to which supervision charges at 12 ½ % on the total cost will be added.
- b) The hire charges per annum will be calculated at the following rates on the cost of the plants and machinery as per (a) above.
1. Interest at the ruling rate of dividend payable by the Railway to the Central Govt.
 2. Original repairs and maintenance charges 5%.
 3. Special repairs and maintenance charges 10%.
 4. Depreciation charges at the rates mentioned in para IRWP manual (i.e. 16% for light, 10% for heavy and 6% for special type plant and machinery classified in para 3502 of I.R.W.W.M.)
 5. An additional 10% on the total of (2) to (4) above to meet contingencies.
 6. The hire charges per day shall be arrived at by dividing the annual hire charges vide (b) above.
- c) These hire charges will be payable from the day the plant is handed over to the day it is returned by him to the Railway representative. If the plant is remained out of order beyond it will not be counted for levy of hire charges provided a certificate to the effect is given by the Engineer. The plant will be delivered from the Railway's godown stores depot and the contractor is to make his own arrangements for transporting the same at works site free of charge and will return at the same Railway's godown stores depot at his expenses.

Signature of Tenderer/s.

- d) In case the contractor is speeded over a period of more than one year, the hire charges of the plant and the machinery as arrived at on the above cases will be operative during the currency of the contract.

HIRE OF RAILWAY PLANT: The Railway may hire to the contractor such plant as concrete mixtures, compressors and the portable engines except road transport of all descriptions for use during execution of the works on such terms as may be specified in the special condition or in a separate agreement for hire of plant.

39. **NON-EMPLOYMENT OF LABOURERS BELOW THE AGE OF 15:**

1. The contractor shall not employ children below the age of 15 as labourers directly or through petty contractors or sub-contractors for the execution of the work.

2. **Medical Certificate of fitness for labour:**

It is agreed that contractor shall not employ a person above 15 and below 19 years of age for the purpose of executing the work under this contract unless a medical certificate of fitness in the prescribed form granted to him by a qualified surgeon certifying that he is fit to work as an adult is obtained and kept in the custody of the contractor or person nominated by him in this behalf and the person carried with him, while at work a token giving a reference to such certificate. It is further, agreed that the responsibility for having the adolescence examined medically at the time of appointment or periodically till he attains the age of 19 years, shall the devolve entirely on the contractor and all the expense to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

3. **Period of validity of Medical Fitness Certificates.**

A certificate of fitness granted or renewed for the above said purpose shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is no longer fit for work in the capacity stated there in. where a certifying surgeon refuses to grant or renew certificate or revoke a certificate, he shall if no require by the person concerned stated his reasons in writing for doing so.

4. **Medical Examination of Labour.**

Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of the work under this contract in the age group 15-19 years, is without a certificate of fitness or is having a certificate but no longer it to work in the capacity stated in the certificate he may served on the contractor or in the person nominated by him in this regard a notice requiring that such person's shall be examined by a certified surgeon and such person shall not of the concerned official so directs, be employed or permitted to do any work under this contract unless he has been granted a certificate of fitness or a fresh certificate of fitness as the case may be.

5. **Explanation:**

Only qualified medical practitioners can be appointed as certified surgeon and the term qualified medical practitioners means a person holding a qualification granted by an authority specified in the schedule to the Indian medical Degree Act 1961 (vii of 1916 or in the schedule to the Indian Medical Council Act. 1983(XXII of 1933).

Certifying surgeon may be Medical Officer in the service of State of Municipal Corporation.

Signature of Tenderer/s

6. CERTIFICATE OF FITNESS

- | | |
|--|---|
| 1. Serial No. | Serial Number and date |
| 2. Name of person examined | I certify that I have personally examined son/daughter of Residing at |
| 3. Father's Name | |
| 4. Sex | |
| 5. Residence | |
| 6. Date of birth if available and or certified age | Who is desirous of being employed in a factory or any work required manual labour and that his/her age as nearly can be ascertained from my examination |
| 7. Physical fitness | is years and that he/she is fit for employment in factory in factory or in a work requiring manual labour as adult/child/his/her identification marks are |
| 8. Reason for | |
| a) Refusal to grant certificates | |
| b) Revoking the certificate | |

Signature of Certifying Surgeon

Signature or left hand thumb impression of the person examined.

40. Demand of Arbitration:

- i) In the event of any dispute or difference between the parties hereto 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 difference, on any account of as to the with-holding by the Railway any certificates to which the contractor may claim to be entitled to or if the Railway fails to make a decision of their reasonable time, than and in any such case save the 'excepted matters' referred to in clause 63 of these conditions the contractor after 90 days but within 130 days of his presenting his final claim on disputed matter shall demand in writing that the dispute or difference is to be referred to arbitration.
- ii) The demand for arbitration shall specify the matters which are in question, disputes or differences, only such dispute(s) or difference(s) in respect of which the demand has been made shall be referred to arbitration and other matters shall not be included in the reference.
- iii) If the contractor(s) does/do not prefer his/their specific and final claim in writing within a period of 90 days of receiving the intimation from the Government that the final bills ready for payment he/they will be deemed to have waived his/their claim(s) and the Railway's shall be discharged and released of all liabilities under the contract in respect of these claims.

41. Tenderers are requested not to offer conditional tender as the same is liable to be rejected. Rates should be quoted as per the tender schedule only. No separate rates or conditions should be quoted in addition to the times of the tender schedule. No cognizance whatever will be taken of the rates quoted for items other than the times given in the tender schedule.

Signature of Tenderer/s.

42. For carriage of materials required for the work by the contractors will make their own arrangement either by Road transport or any other transport. The Railway Administration will not take any responsibility whatsoever.
43. In the case of loading S&T materials into wagons by the contractor if it is found that wagons are under loaded resulting in wastage of valuable wagon capacity, the freight charges waste on account of under loading of wagons shall be payable by the contractor for under loading the wagons.
44. The whole of the works shall be executed in perfect conformity with the specifications and drawing of the contract and as per the program of works approved by the Divisional Engineer and under his direction of his authorized representative. If the contractor performs any work in any manner contrary to any specifications or drawing or any of them and without such reference to the Engineer he shall bear all costs arising of ensuring there from and shall be responsible for all loss to the Railway.
45. Where any raw materials for the execution of the contract are produced with the assistance of Railway either by issue from Railway stocks or purchase under arrangements made of permit(s) or licensees by the Railway the Contractor shall hold the materials economically and solely for the purpose of the contract against which they are issued and not dispose of them without the permission of the Railway and return it if required by the purchaser all surplus or unserviceable materials that be left with him after the completion of the contract at the termination for any reason whatsoever on his being paid such price as Railway may fix with the due regard to the conditions of materials. The freight, charges for the return of the materials according to the direction of the purchaser shall be borne by the contractor in the event of the Railway being cancelled for any default on his part. The decision of the Rly. Shall be final and conclusive.

In the event of breach of the above condition the purchaser in addition to throwing himself upon to action for contravention of terms of the license(s) or permit(s) and or no criminal breach of trust be the account to Rly. For all moneys, advantages or profits it's resulting on which in the usual course would have resulted to him by reason of breach.

46. The contractor shall employ the following Technical staff during the execution of the work:
- i) One Graduate Engineer when the cost of the works to be executed is Rs.15/- lakhs and above.
 - ii) One qualified diploma holder oversees when the cost of the work to be executed is more than Rs.5/- lakhs but less than Rs.15 lakhs.

Technical staff should be available at site when required by the Engg-In-charges to take instructions in case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay a reasonable amount not exceeding a sum of Rs.2000/- (Rupees Two Thousand only) each month in case of Diploma holder (Overseer).

47. All the terms and conditions, specifications etc. Laid down in the S.E. Railway Schedule of Rates Revised edition – 1992 vol.1 and 1994, and 1994 Vol.II, shall form part and parcel of the agreement. All these conditions and specifications must be carefully studied by the tenderer(s) before submitting his/their tender and the same shall be subject to modifications, additions or supersession by special conditions of the contract and/or specifications any annexed to the tender forms.

Signature of Tenderer/s.

48. Tenderers are to indicate their permanent Account Number allocated by the Income Tax Deptt. in their tenderers vide DGS'sD, New Delhi's Office Order No.88 of 6.6.76.
49. During execution of the works against this contract, the contractor/contractors will be responsible for ancillary work at his/their own cost.

The above special conditions have been understood by me/us and accepted by me/us.

50. The Tenderer whose tender is accepted shall required to appear at the office of the Divisional Railway Manager (S&T) in person or if a firm or Corporation, a duly authorized representative shall so appear and to execute the contract documents with seven days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tender whose tender is accepted shall refuse to execute the contract documents as herein before provided, the Railway may determine that such tenderer has abandoned the contract and their upon his tender and the acceptance thereof shall be treated as canceled, and the Railway shall be entitled to forfeit full amount of the earnest money and to recover the liquidated damaged for such default.

51. Addendum and Corrigendum slip No.62 dtd.26.5.1987 to the S.E. Railway Schedule of Rates, Vol.2, 1974.

Sub: Special condition for masonry works under clause at page 69, recovery of cost of empty cement bags from the contractor.

Ref: Railway Board's letter no.83/WG/MC/5.

As per Board's decisions referred to above the existing clause7, page 69 of Volume-2. Communicated vide A & C slip No.(Two) dt.2.5.1985 according to Railway Board's letter no.73/WG/MC/14 dt.12.11.74 is deleted and a revised clause is incorporated to read as follows:

Clause 7: The empty cement bags for the supply of cement by the Railway shall be property of Contractor and the cost of the same shall be recovered at the rate fixed by the railway from time to time.

The Railway reserved its right to take back empty bags which are in good condition for its own use without any payment whatsoever.

The above particulars, conditions and instructions are read and understood by me/us and accepted by me/us.

Signature of Tenderer/s.

Date: _____

Divl. Signal & Telecom. Engineer(East)
S. E. Railway/Kharagpur,
For & On behalf of The President of India

CONTRACTOR'S DECLARATION.

A) I/We do hereby declared that My/Our firm is registered under one of the following: -

1. Sole proprietorship or individual. (Copy enclosed).
2. Partnership firm Regd. Under Indian Partnership Act. (Copy enclosed).
3. Public Limited Company. (Article of Association & Memorandum of Association enclosed.)
4. Private Limited Company. (Article of Association enclosed).
5. Co-operative, Trust bodies or Association. (Bye laws and trust bye-laws enclosed.)
(Tick out which one is applicable)

I/We do hereby furnish My/Our Current Bank Account , VAT Registration No, PAN & Service Tax Registration No. details as under: -

1. Current Bank Account No. _____
2. Name of the Bank. _____
3. VAT Registration No. _____
4. PAN. _____
5. Service Tax Registration No. _____

Signature of Tenderer/s.

SOUTH EASTERN RAILWAY

Name of Work : Excavation of trench, laying of cable, casting of foundation for installation and commissioning of sliding Booms of 06 Nos. Spl. Class LC gates at locations in KGP- Division (Location enclosed).

RATE SHEET FOR WORKS UNDER SCHEDULE

TENDER NOTICE NO: - S&T/KGP/OT/Sliding Boom-6/14-15 Dt – 20.01.2015

Sl No.	Description of work.	Quoted rates for Schedule
1	Schedule –A (Execution)	_____ (in figures) percent above/below the estimated rates given in schedule. (In words) _____ percent above/below the estimated rates given in schedule.
2	Schedule –B (Supply)	_____ (in figures) percent above/below the estimated rates given in schedule. (In words) _____ percent above/below the estimated rates given in schedule.

Note: Time for completion of work is 180 (**One hundred and eighty**) days from the date of issue of letter of acceptance.

Divl. Signal & Telecom. Engineer(East)
S. E. Railway/Kharagpur,
For & On behalf of The President of India

Signature of Tenderer/s.

South Eastern Railway

Name of the Work: Excavation of trench, laying of cable, casting of foundation for installation and commissioning of sliding Booms of 06 Nos. Spl. Class LC gates at locations in KGP-Division (Location enclosed).

Schedule-A (Execution)

S N	Description	Unit	Qty	Rate (Rs).	Cost
1.	Excavation of trench in all soft rocky area and clearing of roots of trees, rocks etc. including bailing out water and disposal of extra soil including back filling with excavated earth and ramming of trenches after cable laying for the following depths and width as specified in Tech. Circular no. 2 of 1988 issued by CSTE/SER/GRC. (i) Depth 01(one) metre & width 0.3 (Zero point Three) metre	Km.	0.45	23,484.00	10,567.80
2.	Excavation of trench in all kinds of soils including soft & rocky area and clearing of roots of trees, rocks etc. to a depth of 1 M & width 0.3 M for track/ pucca road/ platform crossing/level crossing including supply, transportation and laying of DWC pipe of dia 120/102.5 mm as per IS 14930 PART II in trench and drawing of cable through DWC pipe including back filling and ramming of trench after cable laying as specified in Tech. Circular no. 2 of 1988 issued by CSTE/GRC for the following. (i) Signaling cable (ii) Power cable (iii) Telecom cable This includes repairing and plastering of platform/ pucca road after cable laying. DWC Pipe shall be inspected by representative of Sr.DSTE/Co/KGP before laying. NOTE: Power cable as mentioned above where required, shall be laid in the same trench as signaling cable but in a separate pipe.	Km.	0.06	4,13,322.00	24,799.32
3.	Laying of Signalling cables or power cables in the excavated trench as under items nos 1 & 2 above to Drg. No. Con/SK/T/5. Transportation and supply of U clamp, anchoring of cable at every 10 mtrs with U clamp to Drg. No. CSTE/con/cables/81. Transportation, Supply and placing of cables demarcating lead belt to Drg.no.Con/SK/T/6 punched at an interval of 30 mts and wrapped round each cable through-out the cable route and also at every track/road/platform crossing as above specified in Tech. Circular no. 2, 1988 issued by CSTE/SER and guarding the cables, collecting empty drums with leftover cables and return to the stores of stock holder, This includes transportation of empty drum with leftover cables from the site to the store of SSE(S) & termination of cable at existing apparatus case/relay rack/JB. Inspection of U clamp and cable demarcating lead belts shall be done by the representative Sr.DSTE/Co/KGP before use. NOTE: The cable should not criss- cross inside the trench throughout the length of cable trench	Km	0.45	9,018.00	4,058.10

Contd...2

S N	Description	Unit	Qty	Rate (Rs).	Cost
4.	Transportation of cables in rolls with or without wooden drums from the store of Concerned SSE(S) to the site of works.	Km	0.45	642.00	288.90
5.	Transportation, wiring and installation of Electric Key Transmitter (EKT) single ward as per instruction of Rly. Engineer	Nos.	18	177.00	3,186.00
6.	Transportation, Installation, testing and commissioning of Sliding LC gate complete in all respect. This includes minor Alteration in cct, in the existing relay rooms and location box fixing of booms /lock post etc. N.B:- 1) Boom and lock post will be supplied by the Railway. 2) All other materials required for the work shall be supplied by the contractor.	Set.	6	1,773.00	10,638.00
7.	Excavation of earth pit, placing and fixing of earth electrode with construction of cement enclosure to Drg. No. CON/SK/T/9 and CON/SK/T/9A and drawal of 6 SWG GI wire to Specn. No. S-14 from earth electrode to goomtys, Relay rooms, Apparatus case, signal unit, cabin, station, etc. as the case may be, including fixing and soldering of copper lugs at both end of the wire. This includes transportation of materials, painting & lettering etc. The contractors has to supply earth register in the format supplied by the Rly. Note: (i) Earth electrode will be supplied by the Railway. (ii) Materials such as charcoal, Salt, Salammeniac, GI wire, Cupper Lug with bolts & nuts etc. shall be supplied by the contractor.	No.	12	1,322.00	15,864.00
8	Cement Concrete Foundation in 1:2:4 (1 cement:2 Sand : 4 graded aggregate 20mm nominal size) Note: All the materials required for foundation are to be supplied by Contractor. The sundry materials are such as cement, sand, stone chips, bricks etc.	Cum	30	1774.00	53,220.00
	Total of Schedule-A				1,22,622.12
	Rounded off				1,22,622.00

General Note

1. Cement of approved quality and required quantity is to be supplied by the contractor against all the required items. Even if not mentioned above, cement will not be provided by Rly. In any case.
2. Paint Berger make or similar and of approved specification and coloring scheme shall be supplied by the contractor and shall be approved by the Railway Engineer-in-charge before use. Painting includes scrapping and clearing of surface before its use.
3. All the petty materials required for commissioning if not covered under Sch-B for that purpose shall be supplied by the contractor at site.

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S.E. Railway

Name of the work: Excavation of trench, laying of cable, casting of foundation for installation and commissioning of sliding Booms of 06 Nos. Spl. Class LC gates at locations in KGP- Division (Location enclosed).

Schedule-B (Supply)

Sl. No	Description of Work	Unit	Qty	Rate	Cost
1.	Electric Key Transmitter (EKT) single ward as per instruction of Rly. Engr. With key as per PRDSO Drg. No. SA-22601 (Adv) Alt.4 Specn. No. IRS-S-21/2001 Inspection: By RDSO	No.	12	3,532.00	42,384.00
2.	Panel Switch (SM's Key) Make:- Deltron or similar. Inspection: By Representative of Sr.DSTE/Co/ KGP	No.	12	350.00	4,200.00
3.	Supply of Pad lock Inspection: By Representative of Sr.DSTE/Co/ KGP	No.	12	150.00	1,800.00
4.	Key lock "E" type with key Drg. No. SA-3376-M(IRS) Alt-2 (for locking LC Gate winch) Specn.No. IRS:10-78, IRS:S-30/64 and key to Drg. No S-3377/M(IRS) Specn. No. IRS:10-78, IRS:S-30/64. NOTE. Ward Nos. will be decided by sight Engineer. Inspection: By Representative of Sr.DSTE/Co/ KGP	No.	54	823.00	44,442.00
5.	Cable PVC insulated single core plain annealed copper conductor 16 x 0.2 mm dia as per Specn. No. IRS-S-76/89. Colour as per choice of Rly. Engr. To be supplied in coils of 100 Mtrs each. Inspection By Representative of Sr.DSTE/Co/ KGP but materials shall be procured from RDSO approved firm.	Km.	1.20	4,319.00	5,182.80
6.	Anchor bolt (750 X 25mm) Inspection: By Representative of Sr.DSTE/Co/ KGP	No.	240	475.00	1,14,000.00
7.	Supply of Nuts & Bolts of difference sizes. Inspection: By Representative of Sr.DSTE/Co/ KG	Set	6	1,000.00	6,000.00
8.	Wooden Board (24" X 12") for EKT fixing Inspection: By Representative of Sr.DSTE/Co/ KGP	No.	6	350.00	2,100.00
9.	Wooden Box (24" X 18") for fixing of ARA terminal Inspection: By Representative of Sr.DSTE/Co/ KGP	No.	6	420.00	2,520.00
10.	MS Plate (30" x 18" x 10mm) for fixing of 'E' type lock. Inspection: By Representative of Sr.DSTE/Co/ KGP	Nos.	6	540.00	3,240.00
	Total of Schedule-B				2,25,868.80
	Rounded off				2,25,869.00

Total of Schedule- (A+B) = 3,48,491.00

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NOTE.

1. **INSPECTION of Materials under Schedule –“B” are shown against each. Inspection Charges of RDSO is to be borne by the contractor.**
2. All the rates are inclusive of all excise duties, taxes, freight and incidental charges etc. complete in all respects.
3. Contractor has to execute the work as per quantity to be specified in work order by transporting materials from their store to site of work.
4. The entire work should be completed by the contractor within **180 (One hundred eighty) days** from the date of issue of letter of acceptance.
5. Guarantee period will be 12 (Twelve) months from the date of completion of the work. Any defects, if arises during the guarantee period contractor will be responsible to rectify or replace as the case may be at the discretion of the Railway Administration. Security deposit will be refunded/ released after successful completion of the guarantee period.
6. All the petty materials required for commissioning if not covered under Schedule -“B” for that purpose shall be supplied by the contractor at site
7. **PAYMENT:-**
Subject to any deduction which Railway may be entitled to make under the contract, the contractor shall, (unless or otherwise agreed to by them) be entitled to payments as under.
 - I) The contractor shall be entitled to be paid from **Time to Time by way of "On Account"** payments only for such works as in the opinion of the Railway's Engineer he has executed in terms of the contract. Such payments will be made on the basis of actual measurements taken by the Railway's representative not below the rank of inspector – in-charge. All payments due on the Engineers or the Engineers representative's certificate of actual measurement shall be subject to any deduction as indicated.
 - II) 90% payment for the cost of materials duly inspected and certified (with document) by the inspecting authority authorized by the Railway and supplied by the contractor shall be paid on delivery of the said materials in good condition at stores godown of concern Signal Inspector and on certification by the authorized Rly Representative i.e Signal / Telecom Section Engineer .
 - III) Balance 10% of the cost of the materials to be paid on commissioning of the installation to be satisfaction of the Railway Engineer.

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LIST OF LOCATION OF 06 NOS. SPL. CLASS LC GATES

Srl No.	Station	LC No.	LC KM No.	Unit in-charge
1	<i>Benapur-Narayangarh</i>	<i>LC No-10</i>	<i>Km 131/25-27 (OSL)</i>	SSE(S)/South/KGP
2	<i>Belda-Nekurseni</i>	<i>LC No-26</i>	<i>Km 151/25-27(OSL)</i>	SSE(S)/South/KGP
3	<i>Lakshannath Road-Jaleswar</i>	<i>LC No-46</i>	<i>Km 183/17-19(WSL)</i>	SSE(S)/South/KGP
4	<i>Balasore Yard</i>	<i>LC No-79</i>	<i>Km 231/19-21(WSL)</i>	SSE(S)/BLS
5	<i>Balasore-Nilgiri Road</i>	<i>LC No-81</i>	<i>Km 234/15-17(OSL)</i>	SSE(S)/BLS
6	<i>Soro-Markona</i>	<i>LC No-106</i>	<i>Km 265/33-35(OSL)</i>	SSE(S)/BLS

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