

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

TENDER DOCUMENTS

Name of Work : Destressing of Track under SSE/Karwar section.

Tender Notice No. : KR/KW/OL/W/2012/21-RB dtd.19.11.2012

Last date of receipt : 03.12.2012 up to 15.00 Hrs.

Sl.No. of Tender Form :

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

Date of issue :

Signature of KRC Official :
.....

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NOTE : 1. The tender documents are not transferable

2. The tender documents should be submitted intact without detaching any pages

3. Cost of tender form is Rs. 565/-

TENDER FORM

To,

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

I/We

_____ have read the various condition to tender hereto attached and hereby agree to abide by the said condition. I/We also agree to keep this tenderer open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof I/we will be liable for forfeiture of full amount of my/our EMD. I/We offer to do the works relating-to tender KR/KW/OL/W/2012/21-RB dtd.19.11.2012 for work " Destressing of Track under SSE/KAWR section." at the percentage quoted by me/us against the relaxant schedules.

1. I/We here by bind myself/ourselves to complete the work with in the time limits specified in the conditions of tender and also to adhere to the programme of construction submitted along with this tender.
2. I/We also here by agree to abide by the "Regulation for Tender and Contracts for works, " General Conditions of Contract,1991" of the Konkan Railway Corporation Ltd. as amended up to date and the "Standard Special Conditions of Contract" annexed to the tender and to carry out the works according to the specifications for materials and works laid down by the Corporation for the present contract.
3. I/We acknowledge that "Regulation for tender and contracts for works", General Conditions of Contract and "Standard Special Conditions of Contract" as issued by KRCL will form part of the tenderer or contract documents even though they are not attached to the same.
4. I/We hereby declare that I/We shall employ on monthly salaries experienced Civil Engineering Graduates and Diploma holders in adequate number for each shift of working as indicated in tender document, to the entire satisfaction of Engineer-in-Charge of works of the Corporation.
5. A sum of Rs.----- /- is remitted herewith as EMD in the form of crossed demand draft drawn in favour of Sr.Regional Account Officer, KRCL, Karwar, Payable at Karwar without prejudice to any other rights or remedies available to the Corporation the said full amount of EMD shall stands forfeited if:-
 - a) I/We fail to keep the offer open for a period of 90 (Ninety) days from the date of fixed for opening of the tender or resile from My/our offer or modify the terms and conditions there of in manner not acceptable to the Konkan Railway Corporation Ltd.

Cont..

or

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

or

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

Signature of Tenderer
Date:
Name:
Address:
Seal :~

Encl:

Signature of witness:

- 1.
- 2.

SCOPE AND GENERAL DESCRIPTION OF WORK

Name of Work : Destressing of Track under SSE/KAWR section.

INSTRUCTION TO TENDERERS

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

1. The main scope of work consist:
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"As per enclosed schedule."
2. The tenders must be enclosed in sealed covers super scribing thereon the name of the work as mentioned in tender notice and must be deposited in tender box in the office of the Konkan Railway Corporation Ltd., Station Building, at Karwar not later than the time and date of mentioned in tender notice. The tenders will be opened at the stipulated time in presence of such of those tenderers or their authorised representatives who may choose to present. Tenders which are received after the date and time specified are liable to be rejected.
3. Tenders containing overwriting, additions, alternations, erasures, obliterations and other defects are liable to be rejected. All corrections made by the tenderer should be properly attested by the tenderer. If the tenderers want to specify any special conditions or furnish any additional informations by way of clarifications, amplifications etc., they may do so in a covering letter only and in no case make any alterations or corrections in the tender documents.
4. The tenderer(s) shall sign every page of tender document and submit the tender document intact.
5. The tenderer shall quote only one single uniform percentage at par/above/below for all schedules. The percentage quoted shall be in whole numbers and should not be quoted in fraction. Wherever there is difference between the rates quoted in figures and in words, the rate quoted in words only will prevail.
6. The tenderer shall visit the site of work and ascertain for himself all the aspects of site conditions viz., accessibility, availability of approach roads, nature of soil, availability of materials, water for work and drinking purposes, electricity, site for labour camps and stores, godowns, extent of lead/lifts involved in the work, availability of skilled and unskilled labour etc., that may be encountered in the course of the execution of the work. In short he should familiarise him self fully with the site conditions and GIVE A CERTIFICATE TO THIS EFFECT in the proforma appended here under.

CONTRACTOR

Sr.Regional Engineer

7. The tenderer(s) shall also sent along with the tender attested photostat copies of documents like deed, articles and memorandum of association, certificate of incorporation, memorandum of understanding in respect of consultancy/collaboration proposal, partnership deed etc., in case relevant records were not submitted at the time of applying for pre-qualification. However the Corporation may demand production of all the original document as may be considered necessary.
8. The tenderer shall give a comprehensive list of plant and machinery which he proposes to use in the construction of the present work, together with the details of their make, capacity, number on hand, number proposed to be procured, their value etc.,
9. Unless otherwise mentioned, the "General Conditions of Contract, 1991" of the Konkan Railway Corporation Ltd. the relevant IRS/IRC/IS codes, and Railway Standard Specification as amended up-to-date, will apply to this contract. Where there is any conflict between General Conditions of Contract or between IRS/IRC/IS codes/Railway Standard Specification and Special specification of tender, the later will prevail.
10. The successful tenderer(s) has /have to deposit the security deposit in such amount in such manner as specified in the tender document.
11. Tenderer shall submit the list of works which are currently being executed by them, their contract value and dates of completion.
12. Tenderer has to submit programme of work along with the tender document.
13. Non compliance with any of the condition set forth in this tender document is liable to result in the tender being rejected.
14. The tenderer should indicate the total value at the appropriate place in the schedule of quantities and rates and/or in summary sheet of tendered amount as the case may be.
15. These "Instructions to the tenderes" shall be deemed to form a part of tender documents.
16. The term "correction slip" wherever mentioned in the tender document shall include any Addendum slip/Corrigendum slip as well.
17. Any specification / condition stated by the tenderer in the covering letter submitted by him along with the tender shall be deemed to be a part of contract only to such an extent as has been explicitly accepted by the Corporation.

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

Sr. Regional Engineer
Konkan Railway Corporation Ltd.
Karwar

C E R T I F I C A T E

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

Signature of tenderer:
Date & Address:

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

- 1.1. Where there is a conflict between the General Conditions of Contract, 1991 and the Special Conditions of contract contained herein below, the latter shall prevail.
- 1.2. Any specifications/conditions stated by the tenderer in the covering letter submitted by him along with the tender shall be deemed to be a part of the contract only to such an extent as has been explicitly accepted by the Corporation.
2. All measurements, methods of measurements, meaning and intent of specifications and interpretation of Special Conditions of Contract given and made by the Corporation or by the Engineer on behalf of the Corporation shall be final and binding and shall be considered as "Excepted matters" in terms of conditions No.62 of the General Conditions of Contract.

3. Agreement :

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

4. Cancellation of Documents.

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

5. Dissolution of Contractor's Firm.

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

6 Deployment of Plant &Machinery

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

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

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

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

8. Emergency Works.

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

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

9.1. The work shall be carried out under traffic conditions. Block for carrying out the work will be arranged by KRCL without affecting the train services. Contractor has to organise his works in such a way that no activity is held up for want of adequate block or non availability block on any particular day. There shall be no detention of Railway traffic on account of any activity of the contractor or his men. Contractor will be penalised as under in case trains are detained due to his failure in clearing traffic block after ensuring track safety.

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

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

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

CONTRACTOR

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

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

10. Site Facilities.

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

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

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

10.4 The Contractor will have to make his own arrangements at his own cost for water required for the work and other needs. However if the contractor avails corporations water wherever available there 1% of the value of the work where water is needed as per schedule of item will be deducted.

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

12. Machinery/plant

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

13. Storage of Corporation's Materials

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

13.2 The contractor shall make his own arrangements at the site of work for the safe storage and custody of the Corporation's material issued to him. Such Corporation's materials issued to the contractor and stored at the site of work shall be open for inspection by the Engineer- in-charge at all reasonable time.

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13.3 Before locating the Contractor's sheds, stores, camp office, Yards etc. in the Corporation's premises, the locations should be got approved by the Engineer-in-charge. For this purpose, land as available can be spared and will be given free of charge for the contract period only. On completion of work, the Contractor shall leave the site free of all structures/debris etc. The Contractor shall engage local labour for unskilled work as far as practicable.

14. Programme of work.

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

14.1 This is to reiterate that the corporation reserves the right of terminating the contract at the risk and cost of the tenderer at any stage of review of progress under 14 above, if the agreed programme(s) are not adhered to within a margin of 10% as envisaged in the General Conditions of Contract.

14.2 Non submission of the programme(s) as envisaged in 14 above also tantamount to breach of contract by the tenderer and the corporation shall be entitled to terminate the contract at the contractor's risk & cost under clause 61(1) Viii of the General Conditions of Contract, for this lapse alone.

15. Non-Itemised Works.

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

16. Sales Tax or any other Taxes.

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

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

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17. The rate of excavation and concrete includes dewatering and no extra payment will be made for the same.
18. The Contractor's quoted rate should include all handling, re-handling, lead and lift/descent whether by head load or any other means on all materials whether supplied by the Corporation or by the Contractor.
19. If the work is cancelled before commencement or terminated during execution in accordance with the condition prescribed in the General Conditions of Contract corrected up to date, the Corporation reserves the right to invite fresh tenders for the whole or any portion of the work and no claims will be entertained in this respect.
20. The Contractor will arrange to obtain permission direct from the state forest department for using forest roads and the rates tendered are to be inclusive of all cess, maintenance charges, taxes, if any, and all other charges payable to the State Government or local Authorities. The Corporation will not be responsible for any payment on this account.

21. Labour Camp.

The Contractor must establish proper labour camps with proper water supply and toilet facilities and should keep the area in a neat and hygienic condition. If female labourers are employed, Crèches for their children must also be organised. In case the contractor is not organising these arrangements, the Engineer-in-Charge will give it in writing about these omissions and in case the contractor is not adhering to these instructions, the corporation will have the power to impose a fine up to a maximum of Rs. 10,000/- on each occasion and this amount will be deducted from the Contractor's bill.

22. Employee's Provident Fund.

- 22.1 The contractor shall be liable to pay before the due date his contribution, employee's contribution and other administrative charges as per provisions of the Employee's Provident Fund Act as amended from time to time, in respect of all the staff and labour employed by him for the execution of the contract. In the event of his failure to follow the above provisions, the corporation has to pay the said amount of contribution as assessed to the Provident Fund Commissioner and the Corporation will recover from the Contractor the amount paid to the Provident Fund Commissioner, out of the sums due and payable to the contractor.
- 22.2 In such case of failure on the part of contractor, Contractor shall indemnify and save harmless the corporation from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Corporation by reason of any act or omission of the contractor, his agents or employees in connection with complying the provisions of the Employees

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Provident Fund & Miscellaneous Provisions Act. 1952 as amended from time to time. All sums payable by way of compensation / penalty / damages / interest on the outstanding amounts payable by the contractor shall be considered as reasonable and be payable by the contractor to the Corporation immediately and if the Contractor does not pay the amount immediately the same will be deducted from the security deposit or earnest money or any other amount available with the Corporation or any money payable to the Contractor by the Corporation.

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

23. Antilarval Work

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

24. Environmental Protection

. The contractor must organise his work in such a way that the ecology of the area is not adversely affected. The instructions issued in this regard will have to be carefully followed. Particular attention is required in case of making the pits for taking out the earth from the quarries and also in the dumping of cut spoils, etc.

25. Employment of Qualified Engineers.

25.1. The Contractor shall employ sufficient number of technical staff who shall be qualified Engineers as required for setting out alignment, taking the established bench marks and the cross-section levels plotting the cross-section levels, computation of quantities, taking measurements, and also for efficient supervision of various works at different work spots. The Contractor should also submit a list of names of graduate Engineer and diploma holders with their Bio-Data to the Corporation within 7 days from the date of issue of letter of acceptance for approval. Any further changes should be advised and got approved. Minimum one Diploma/Graduate Engineer shall be made available at site for supervision of work.

. For the value of contract up to Rs.10 Lacs, the contractor has to deploy, Diploma Engineer in Civil Engineering for supervision of work.

. For the value of contract more than Rs.10 Lacs and up to Rs.50 Lacs, the contractor has to deploy, Diploma Engineer in Civil Engineering for supervision of work having minimum 3 years experience.

. For the value of contract more than Rs.50 Lacs the contractor has to deploy, Graduate Engineer or Diploma Engineer in Civil Engineering having minimum 5 years experience in similar works for supervision. The experience certificate shall be issued by Sr.RENs/KRCL.

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- . Failure to deploy the minimum technical staff as above will make contractor liable for penalty as under:
- 1. No Diploma Engineer Rs.10000/- per month or part thereof for the value of contract up to Rs.10 Lacs.
- 2. No Diploma Engineer having minimum 3 years of experience Rs.25000/- per month or part thereof for the value of contract more than Rs.10 Lacs and up to Rs.50 Lacs.
- 3. No Graduate Engineer/Diploma Engineer having minimum 5 years of experience Rs.50000/- per month or part thereof for the value of contract above Rs.50 Lacs.

26. Security Deposit.

- . The security deposit for the work required to be remitted by the Contractor shall be as under.

For the contracts more than Rs. : 10% of the first 1 lakh, 7 1/2%
2 Lakhs and up to Rs. 2 crores. of the next Rs. 1 lakh and 5% of
the balance subject to maximum
of Rs. 3 lakhs.

For contracts above Rs. 2 crores : 5% of the contract amount.

27. Rates.

- . It is to be clearly noted that the accepted rate for the items of work as set forth herein and as described in the Schedule of rates and quantities includes the cost of all works incidental to their execution.
- 28. The tenderer for carrying out any work in Goa/Karnataka state must get themselves registered from the Registering Office under section-7 of the Building and Other Construction Workers Act. 1996 and rules made thereto by the by the Goa/Karnataka Govt. (Labour Deptt.). For enactment of this Act, the tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of materials shall be out side the purview of cess, when supplied under a separate schedule item.

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ADDITIONAL STANDARD SPECIAL CONDITIONS FOR TRACK WORKS

1. The Contractor shall not start any work on the track under traffic conditions without the presence of the corporation's representative at site. In case the Contractor or his representative starts any work in absence of the Engineer's representative it shall be treated as unauthorised and illegal tampering with the track and the contractor shall be liable for action under the Indian Railways Act.
2. In case any train is detained at the approach of work site or at a station on account of its passage being considered unsafe by Corporation's representative due to bad workmanship of Contractor or the track parameters being unsatisfactory for safe passage of trains, or due to the Contractor leaving the work unfinished or due to work being delayed by the Contractor, the corporation shall be entitled to recover detention charges from Contractor's bills or Security Deposit or any other dues etc. at the rate of Rs.5,000/- per hour of detention or part thereof for each train so detained. Detention to trains as determined by the Corporation shall be final and binding upon the Contractor.
3. In case an accident occurs at the work site and the findings of the Enquiry Committee set up by the Corporation to investigate the cause of the accident shall be final and binding on the Contractor. If Contractor is held responsible for the accident, the contract shall liable to be terminated forthwith notwithstanding the provisions of the General Conditions of Contract.
4. Irrespective of invoking provisions of Clause 3 as above-mentioned or otherwise, penalty up to an upper limit of 10% of the total cost of the work may be imposed in case an accident occurs due to Contractor's negligence as decided by the Corporation whose decision shall be final and binding on the Contractor. The Contractor is also liable for prosecution if loss of life is involved.
5. The work shall be so carried out that there is no infringement to the Railway's Schedule of Dimensions.
6. The Contractor should arrange for "Lookout man" to warn his workers. No compensation will be paid by Corporation in case of injury or death to Contractor's workers and the Contractor shall indemnify the Corporation of any responsibility in this regard. The Contractor may obtain Group Insurance in respect of his workers.
7. No ballast shall be wasted on the slopes of banks or in cuttings.
8. Notwithstanding the provisions of clause 62 of General Conditions of Contract, the Corporation reserves the right to terminate the contract with immediate effect if the Contractor is found responsible for any breach of rule which affects the safe running of trains without giving any notice to the contractor.

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9. The contractor shall proceed with the work in a systematic manner so as to ensure that stretch of track under speed restrictions and its duration are the minimum. The decision of the Engineer in this respect shall be final and binding.
10. At each work site, the Contractor shall employ and post one technical supervisor with a minimum qualification of Diploma in Civil Engineering who should have adequate experience in execution of ballast works. The name, technical qualification and details of experience of the technical supervisor so employed shall be advised to the Engineer. If in the opinion of the Engineer this supervisor is not fit to be in-charge of the work, he shall be forthwith replaced. In this matter, decision of the Engineer shall be final and binding on the Contractor.
11. The Contractor's technical supervisor shall be present at work site, at all times, when the work is being executed. The Contractor shall employ adequate number of workers to give consistent and desired progress per day.
12. The Contractor shall arrange for the safe custody of the Corporation's materials supplied/hired to him. In case of loss of Corporation's materials the Corporation will recover the cost as per extant rules.
13. Site order books, progress register and material issue register shall be maintained at site and entries will be recorded on day-to-day basis in the registers and signed jointly by Engineer's representative and by Contractor or his authorised representative.
14. For executing the works the contractor has to arrange his own tools, plant and equipment, unless otherwise stated in the schedule. Corporation shall provide equipment which are specifically mentioned in the description/specification of items in the schedule. In all other cases, hire charges as per extant rules for the tools, plant and equipment supplied by the corporation to the contractor will be recovered from his bills/security deposit/or any other dues.
15. Provision of Temporary speed restriction boards, and their lighting etc. shall be arranged by the corporation.
16. Rails, sleepers and permanent way fittings shall be handled carefully so as to avoid any damage rendering them unsuitable for use (concrete sleepers shall preferably be handled by mechanical equipments). The cost of damages if any will be recovered from the contractors bills/security deposit/other dues.
17. Proper care should be taken to protect the track as well as OFC/Electrical cables from damage during the execution of works. If damage is occurred due to negligence of contractor, penalty of Rs.1.0 lakh or actual cost which ever is more of each incidence should be levied and binding on the contractor.

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18. Traffic blocks required to carry out certain track works will be arranged by the corporation. Actual block will depend on flow of traffic and there may be variations in availability of block vis-a - vis those planned. The wastage of labour,if any, occurring on account of non availability of block would not be paid for. No claims on such account shall be entertained.
19. As for as feasible, contractor may be intimated by the corporation 24 Hrs in advance of the expected arrival of loaded/Empty wagons and its probable extent and the site of loading / unloading and the arrangements shall be made accordingly by the contractor.
20. NON-COMPLIANCE WITH THE INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE :
 - 20.1 The contractor shall always comply with the instructions/directives issued by the Engineer's Representative from time to time. In the event of non-compliance with such instructions/directives, apart from and in addition to other remedies available to the Corporation as specified herein above, the Engineer's Representative may employ at the work site required workers with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of railway traffic. The decision of the Engineer's Representative in regard to the need, appropriateness and adequacy of the deployment of the required workers with necessary equipment shall be final, conclusive and binding on the Contractor. The number of workers and other resources so deployed by the Corporation will be intimated in writing by the Engineer to the Contractor soon after such deployment.
 - 20.2 When the required staff/ workers with necessary equipment are deployed in the above manner, recovery at the following rate shall be made from the Contractor's dues under this Contract or any of his other contracts. The recovery for the total number of man hours so deployed at the work site for the above purpose shall be made at the rate of Rs.20/- (Rupees Twenty Only) per man hour. The aggregate period of the man hours for the purpose of above recoveries shall be reckoned from the time the Corporation staff workers are actually deployed at the work site till the work is completed to the satisfaction of the Engineer's Representative whose decision in this regard shall be final, conclusive and binding on the Contractor. Recoveries for the deployment of the tools, plant and equipment shall be made at a rate twice the hire charges as per extent rules.

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21. PERSISTENT NON-COMPLIANCE WITH INSTRUCTIONS/DIRECTIVES OF ENGINEER'S REPRESENTATIVE :
- 21.1 In case the Contractor persistently does not comply with the instructions/directives of the Engineer's representative, apart from and in addition to the remedies available to the Corporation as specified herein above, the Engineer's Representative without prejudice to the Railway's rights in this regard, can suspend the Contractor's work till the Engineer's Representative is satisfied that the Contractor has taken necessary steps and is in a position to comply with the instructions issued by the Engineer's representative.
- 21.2 The decision of the Engineer's representative in this regard shall be final, conclusive and binding on the Contractor. The Contractor shall not have any claim whatsoever against the Corporation for such suspension of the work.
- 21.3 During such period of suspension of work, the Contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt on the part of the Contractor shall tantamount to tampering of the railway track, for which the Contractor shall be liable for appropriate action under the relevant provisions of the Indian Railway Act or any other Act applicable/enforceable from time to time.
22. When materials are being moved on track under para 1120 of Indian Railway P.Way Manual by material trolley/dip lorry, movement shall be permitted strictly under the control and supervision of Engineer's representative holding a competency certificate for working lorries/trolleys in the section. When materials are moved on material trolley/dip lorry under para 1120(4) of IRPMM without block protection, unloading/loading of the material trolley/lorry to permit movement of trains may become necessary. such incidental loading(s)/unloading(s) shall not entail measurement for payment.
23. In the course of execution of any of the works specified in the schedule, if any damage occurs to rails, sleepers, or other permanent way materials, rendering them unsuitable for use, cost of the materials damaged shall be recovered by the Corporation from the Contractor as per extant rules.
24. All the tools, plants, equipment and other materials used by the Contractor shall be of approved type only.
25. Vehicles and equipments of contractors can be drafted by Railway administration on case of accident / natural calamities involving human life.

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ADDITIONAL SPECIAL CONDITIONS OF CONTRACT

1. Scope of work : The work of Destressing of track mainly comprises of the following activities :
 - i) Destressing of LWR in traffic block conditions.
 - ii) Transportation of sleepers/rails by road with contractor's lorry/trailer.
 - iii) Transportation of sleepers/rails released materials by dip lorry in mid section/block section from stations/nominated locations under traffic block conditions.
 - iv) Cutting of rails by rail abrasive cutting machine, removing/inserting SEJ sleepers, ordinary sleepers in track in traffic block conditions.
 - v) Replacing of SEJ by free rails and free rails by SEJ rails and transportation/stacking of released SEJs/free rails at nominated locations with or without traffic block as per the instructions/location.
 - vi) Lifting of track up to 100 mm and packing.
 - vii) Transportation, fixing and removal of engineering indicator boards at the work spot, ordinary PSC sleeper/SEJ sleepers, loading/unloading of free rails/SEJ rails into BFR wagon with or without traffic condition.
2. Period of completion : Two months from the date of issue of acceptance letter.
3. Time limit : Time is the essence of the contract and the tenderer/contractor is required to complete the work within the period of completion.
4. Period of maintenance : Nil
5. The location of availability and stacking of P.Way materials like sleepers/rails will be informed to the tenderer/contractor by the Engineer-in-charge. Some sleepers are available near site and at mid sections/stations however, this is for guidelines only and the exact locations will be informed by the Engineer-in-charge.
6. The contractor has to inspect the site and to be familiarised himself with the terrain, availability of materials and the site conditions of the locations mentioned in the tender along with the nature of the work as per the tender schedule and conditions before quoting his rates.
7. A maximum traffic block will be made available to the contractor as far as possible within the period of which the contractor has to carry out the work of destressing of LWR, replacing of SEJ by free rail and lifting the track. The contractor should arrange sufficient labour, tools and plants during the block period.
8. The contractor should possess required number of rail abrasive cutting machine of approved type like Partner Rail cutting machine or equivalent along with all consumables like cutting disc, fuel and other parts etc.

Signature of Tenderer

Sr.Regional Engineer

PROPOSED LOCATIONS FOR DESTRESSING (Tentative)

SL NO.	LOCATION	LENGTH		BLOCK SECTION
		IN KM		
01.	466/4 - 467/2	0.80		BLLI-CNO
02.	471/0 - 472/2	1.20		BLLI-CNO
03.	473/8 - 475/0	1.20		BLLI-CNO
04.	479/0 - 480/0	1.00		CNO-AT
05.	488/3 - 489/1	0.80		CNO-AT
06.	491/4 - 492/8	1.40		CNO-AT
07.	507/8 - 508/8	1.00		KAWR-HAA
08.	510/7 - 511/4	0.70		AT-KAWR
09.	513/3 - 515/0	1.80		HAA-ANKL
10.	524/8 - 526/9	2.10		HAA-ANKL
11.	528/0 - 533/0	5.00		ANKL-GOK
12.	534/4 - 537/6	3.20		ANKL-GOK
Total=		-----		
		20.20 KM		

NOTE: The proposed Destressing Locations are tentative and they may vary as per site conditions and requirements.

SCHEDULE OF WORK

Sub: Destressing of Tracks between Km 459/4 to 556/6
under SSE/Karwar section.

	Description of Work	Unit	Rate	Qty.	Amount
1	Destressing of LWR with or without rail tensor.	Per Km of Track	10008.00	15.00	150120.00
2	Loading & Transportation of PSC/SEJ sleepers up to a maximum lead of 50 Km by using road lorry & unloading at the required working locations with all contractor's labour, tools, plants including all lifts etc., complete as directed by the Engineer-in-Charge.	MTKM	18.00	50.00	900.00
3	Movement of PSC sleepers by Railway's dip lorry in traffic block conditions within the block section with contractor's labour, tools & plants including all lifts etc., complete as directed by the Engineer-in-Charge.				
	a)-up to 1Km	MT	113.00	50.00	5650.00
	b) Extra for every additional 1 Km or part thereof.	MTKM	56.00	150.00	8400.00
4	Loading & Transportation of free rails /SEJ rails from the locations specified by the Engineer-in-Charge using road vehicles/trailer & unloading at block stations or at nominated locations in midsections with all contractor's labour, tools, plants, machinery including all lifts etc., complete as directed by the Engineer-in-Charge.(up to a lead of 120 Km)	MTKM	25.00	100.00	2500.00
5	Movement of free rails/ SEJ rails and released SEJ rails/SEJ fittings like slide chairs etc. by Railway dip lorry in traffic block condition within the block section with contractor's labour, tools & plants including all lifts etc., complete as directed by the Engineer-in-Charge.				
	(Note : The qty. of this item includes weight of the rails with rails, SEJ fittings where this will be transported by dip lorry.)				

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	Description of Work	Unit	Rate	Qty.	Amount
	a) up to 1Km	MT	146.00	20.00	2920.00
	b) Extra for every additional 1 Km or part thereof.	MTKM	48.00	30.00	1440.00
6	Removing SEJ sleepers from track & stacking the same neatly on the sides without infringement to the track with contractor's tools & labours as directed by the Engineer. with maximum 50 mtr. lead.	Each	77.00	10.00	770.00
7	Inserting in track railways PSC sleepers lying along the cess/formation/slope/toe with all fittings complete to specified gauge with contractor's tools including one packing and dressing of ballast as directed by the Engineer.	Each	43.00	50.00	2150.00
8	Lifting of approach track up to 100 mm with contractor's labour tools & plants including all leads & lifts,etc., complete as directed by the Engineer-in- Charge.	Metre	25.00	1000.00	25000.00
9	Cutting/End cropping of 52 Kg rails				
	a) In situ with contractor's abrasive rail cutting machine with all contractor's tools & plants, manpower, consumable items, fuel etc. including transportation of the same in midsection and as directed by Engineer-in-Charge.	Each Cut	346.00	100.00	34600.00
	b) For cutting LWR panels to make free rails on cess using Hacksaw blade with all contractor's materials, tools & plants, consumables, manpower including transportation of the same in mid sections etc. complete.	Each Cut	53.00	25.00	1325.00
	(Note: This item may or may not be operated.)				

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	Description of Work	Unit	Rate	Qty.	Amount
10	Removing SEJ rails/rails (52Kg) by removing fish plate, slide chairs, fastenings and fish bolts and laying the 52 Kg free rails/SEJ rails with all fittings on sleepers of any density & linking the rails with fish plates & fastenings to specified gauge as directed under block. (Note:The qty. includes insertion of free rails after removing SEJ rails & insertion of SEJ rails in yards after removing free rails in yards.)	RMT of the track	32.00	30.00	960.00
11	Transportation of released SEJ sleepers and transportation of SEJ sleepers for insertion in yards by dip lorry in traffic block condition and stacking neatly at specified locations like station yards, LCs, null points, etc. including loading & unloading with contractor's labour, tools & plants including all leads & lifts etc., complete as directed by the Engineer-in-Charge.				
	a) Upto 1 km.	MT	132.00	30.00	3960.00
	b) Extra for every additional 1 km. or part thereof.	MTKM	66.00	30.00	1980.00
12	Inserting in track railway SEJ sleepers lying along the cess/formation/slope/toe with all fittings complete to specified gauge with contractors tools including one packing and dressing of ballast as directed by the Engineer.	Each Sleeper	55.00	30.00	1650.00

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	Description of Work	Unit	Rate	Qty.	Amount
13	a) Manual shifting for 1.5Km.lead on either side of the speed restriction location and fixing of speed restriction boards (Temporary Engineering indicators one set consisting of 8 Nos) in the mid sections as per the distances given in para 807 and 808(annexure 8/3) of IRPMM. (The sketches showing distances are enclosed in the tender document. One set is 8 No. of boards of different sizes to be fixed on either side of the speed restriction location as shown in the sketch and as directed by Engineer-in-charge or his representative.) (Note: S.R. boards to be fixed without any infringement to the track as per schedule of dimensions i.e. the farthest projecting pt.of the board towards track should be minimum 2.50m away from the centre line of track).	per set	748.00	15.00	11220.00
	b) Removing and manual shifting of S.R.boards (temporary engg. indicators, one set consisting of 8 Nos) in mid sections with 1.5 Km lead on either side of S.R.location as directed by Engineer in-charge or his representative.	per set	391.00	15.00	5865.00
14	Removing PSC sleepers from track & stacking the same neatly at specified locations with contractor's tools & labour as directed by the Engineer.	Each sleeper	70.00	50.00	3500.00
15	Shifting of PSC sleepers by removing the ballast and placement with proper packing due to falling of rail joints on sleepers during process of destressing with all men, materials etc. complete.	Each sleeper	30.00	200.00	6000.00

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Description of Work	Unit	Rate	Qty.	Amount
16 Removal, cleaning and greasing of ERC's with Corporations grease of approved quality and grade and inserts of sleepers with all contractors labours, tools etc. complete.				
a) Ordinary / Semi corroded ERC's	Per Km. of track	2889.00	13.00	37557.00
b) Fully corroded ERC's	Per Km. of track	4260.00	2.00	8520.00
Total Rs.				325637.00

I/We agree to carry out the work at (in figures) _____ %
(in words) _____ % above/below/atpar

Signature of contractor:

Name:

Sr.REN/KW

Address:

KONKAN RAILWAY CORPORATION LIMITED, KARWAR**NOTICE INVITING TENDER**

Sealed tender are invited for the work cited as per the following details. Necessary tender documents may be obtained from this office from 11.00 hr of 26/11/2012 up to 13.00 hr. of 03/12/2012, on payment of tender form fee as mentioned by cross demand draft in favour of Sr. Regional Account Officer, Konkan Railway Corporation Limited, payable at Karwar. Tenders without EMD are liable for rejection. However, tenderer who have already deposited SEMD with C.O/Belapur need not deposit EMD separately and shall only specify the details.

NAME OF WORK	Destressing of Track under SSE/Karwar section.
TENDER NO	: KR/KW/OL/W/2012/21-RB dtd. 19/11/2012
ESTIMATED COST OF WORK	: Rs 06.34 lakh
COMPLETION PERIOD	Two Months
EARNEST MONEY DEPOSIT	: Rs. 20000/-
LAST DATE AND TIME FOR DEPOSITING SEALED TENDERS IN THE TENDER BOX	03/12/2012 UP TO 15.00 HRS.
PLACE OF DEPOSITING / OPENING OF TENDER	: OFFICE OF THE SR.REGIONAL ENGINEER/KRCL/KARWAR
TIME AND DATE OF OPENING	: 03/12/2012 AT 15.30 HRS.
COST OF TENDER FORM	: Rs. 565/-

In case the SEMD paid by the contractor is less than the above mentioned Earnest Money deposit, the contractor has to remit the total amount of EMD in form of DD in favour of Sr. Regional Account Officer Payable at Karwar from any nationalised/scheduled banks.

Tender will be opened at 15.30 hours on 03/12/2012 in the office of Sr. Regional Engineer/KRCL/ Karwar in the presence of all tenderer or their authorised representatives.

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

NOTE : This tender notice is only for “eligible” contractors registered with Konkan Railway Corporation, Ltd. (Eligibility – Track Work Category – A,B, C and D-class).

.(Tender notice as well as tender document is available on KRCL web site www.konkanrailway.com)

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

