



Tender No.: BDRCL/ENGINEERING/Annual Asset Maintenance/2022-2025

BHARUCH DAHEJ RAILWAY COMPANY LIMITED (BDRCL)

Annual Asset Maintenance (Track and Civil Engg. Assets, Buildings road bridges, platforms, level crossings etc.) of the Broad Gauge (BG) Single line, including points & crossings and loop lines in yards and associated assets between Bharuch-Samni-Dahej for three years

Tender No.: BDRCL/ENGINEERING/Annual Asset Maintenance/2022-2025

REQUEST FOR PROPOSAL DOCUMENT

(OPEN TENDER)

SECTION - 1

INTRODUCTION

1.1. Bharuch Dahej Railway Company Limited (BDRCL) desires to appoint a Contracting Agency through invitation of Open Tenders for Annual Asset Maintenance (Track and Civil Engg. Assets, Buildings road bridges, platforms, level crossings etc.) of the Broad Gauge (BG) Single line, including points & crossings and loop lines in yards and associated assets between Bharuch-Samni-Dahej. The tenders are invited to submit their financial proposal in response to this Request for Proposal. (RFP document). **The tender will be for a period of 03 years.**

1.2. The contents of this RFP Document includes the following:

- a. Information and Instructions to Applicants, Evaluation criteria for Financial proposal
- b. Covering letter / Proposal Submission Form
- c. Financial Proposal Submission Form
- d. Earnest Money Deposit Form.

SECTION -2

INSTRUCTIONS TO APPLICANTS

2.1. General

- 2.1.1. BDRCL invites open tender for annual asset maintenance of the Broad Gauge (BG) Single line, including points & crossing and loop lines in yards and associated assets between Bharuch- Samni-Dahej.
- 2.1.2. The selection of the tenderer will be based on the lowest financial offers and competency from the qualified / eligible Tenderers.
- 2.1.3. Invitation for Tenders: The Applicants should submit their Tenders in separate covers as specified
- 2.1.4. The Tenderers/applicants shall submit all the documents as mentioned above along with the tender Document which is **MUST MEET CONDITIONS**. The Tenderers should satisfy the minimum eligibility criteria as brought out in this document. If these criteria are not satisfied, the tender will be cancelled and the offer will be summarily rejected.
- 2.1.5. In preparing of the tender Proposals, applicant are expected to examine in detail the documents comprising this RFP Document. Material deficiencies in providing the information requested may result in rejection of the offer.
- 2.1.6. Applicants are requested to submit the proposal and all their correspondence in English.
- 2.1.7. BDRCL reserves its right not to select any or all of the applicant(s) without assigning any reason.
- 2.1.8. The RFP document can be downloaded from the Company's website i.e. www.bdrail.in with effect from 13.07.2022. The cost of the tender document is Rs. 2500/- (Rupees Two Thousand Five Hundred Only) to be payable by **Demand Draft** in **favour of Bharuch Dahej Railway**

Company Limited payable at Vadodara and be submitted along with the offer at the time of submission in a separate envelope marked “Cost of Tender Document”, failing which the offer will be summarily rejected. Under no circumstances the cost of Tender Document will be refunded to the applicants.

Applicants/Tenderers submitting tender document/s should ensure the submission of the following undertaking in Form -1.

“We have not tampered or made any changes in the tender documents on which the tender is being submitted and if any tampering or changes are detected at any stage, we understand the tender will be rejected summarily and forfeiture of Earnest Money Deposit / the contract will be liable to be forfeited / terminated along with forfeiture of security deposit, even if LOA is issued.”

2.2. EARNEST MONEY DEPOSIT

The tenderer shall be required to deposit Earnest Money with tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender.

Earnest Money Deposit in the form of a Demand Draft or Account Payee Cheque from a scheduled Indian Bank in favor of BHARUCH DAHEJ RAILWAY COMPANY LIMITED payable at VADODARA, for the sum of Rs. 5,27,175/- (Rupees Five Lakh Twenty Seven Thousand One Hundred Seventy Five Only) will be required to be submitted by each applicant.

The Demand Draft /Account Payee Cheque in Original shall be placed in an envelope and attached with the envelope containing the financial proposals. Offer received without the appropriate Earnest Money Deposit shall be summarily rejected. The same shall be returned to unsuccessful applicants / tenderers on finalization and award of the said tender. In case of successful Tenderer, Earnest Money Deposit will be adjusted towards the Security Deposit. The earnest moneys of other tenderers shall save as herein before provided, be returned to them, but BDRCL shall not be responsible for any loss or depreciation that may happen therein while in their possession nor be liable to pay interest thereon.

It shall be understood that the tender documents have been sold / issued to the Tenderer and the Tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulations, the aforesaid EMD amount shall be liable to be forfeited by BDRCL.

2.3. CORRUPT PRACTICES

The Company requires that Tenderers/Applicants observe the highest standards of ethics during the execution of the Contract.

2.4. PROPOSAL VALIDITY

The proposal shall remain valid for acceptance by BDRCL for a period of 90 days from the last date of submission of proposal. In case of need, BDRCL may request the applicants to extend the period of validity of their proposals on the same terms and conditions and applicants shall have the right to refuse such further extension.

2.5. ENQUIRIES & CLARIFICATIONS

Enquiries, if any, can be addressed to:

AGM (O&M), BDRCL
301-302, Rubellite Building, 32, Ajitnagar Society,
Near Urmi Char Rasta, BPC Road, Akota,
Vadodara-390020 (Gujarat)
Tel: 0265-4003132
Email: bdrclbrc124@gmail.com

2.6. SUBMISSION OF PROPOSAL

The Applicants shall submit its Proposal in the following covers:

Cover – 1: Cost of Tender Document. (Through Demand Draft) for Rs. 2500/- Drawn in favor of BDRCL)

Cover - 2. Earnest Money Deposit. (Through Demand Draft/Account Payee Cheque) for **Rs. 5,27,175/-**

Cover - 3 Financial Proposal

And

All the above three sealed cover should be put in to one Outer Cover and detail of tender number should be mentioned in the outer cover name of the tenderer as narrated below.

2.6.1. Outer Cover

All parts of the Proposal (sealed Cover-1, sealed Cover-2, and sealed Cover- 3) organized as above, shall be placed in a sealed outer envelope and it should be superscripted as under;

Outer Cover - Proposal for Annual Asset Maintenance (Track and Civil Engg. assets) of the Broad Gauge (BG) Single line, including points & crossing and loop lines in yards and associated assets between Bharuch-Samni-Dahej for 03 years.

Submitted by _____(Name of the Tenderer/Applicant)

Submitted to

AGM(O&M), BDRCL
301-2, Rubellite Building, 32, Ajitnagar Society,
Near Urmi Char Rasta, BPC Road, Akota,
Vadodara-390020 (Gujarat)

The Applicant can submit the Proposal by Registered Post/courier or submit the same in person, so as to reach the designated address by the time and date stipulated. No delay in the submission of the Proposal for any reason will be entertained. Proposal received by BDRCL at the designated address after the deadline for submission of the Proposals stipulated, shall be returned to Tenderers in unopened condition.

2.6.2. Cover - 1 – Cost of Tender Documents.

The applicant shall place the original Demand Draft in a Sealed Cover, which shall be super scribed as under.

Cover 1. Cost of Tender Document

Proposal for Annual Asset Maintenance (Track and civil engg assets) of the Broad Gauge (BG) Single line, including points & crossing and loop lines in yards and associated assets between Bharuch-Samni-Dahej.

Submitted by (Name of the Tenderer/Applicant)- _____

2.6.3. Cover - 2 – Cost of Earnest Money Deposit

Cover 2. Cost of Ernest Money Deposit

Proposal for Annual Asset Maintenance of the Broad Gauge (BG) Single line, including points & crossing and loop lines in yards and associated assets between Bharuch-Samni-Dahej.

Submitted by (Name of the Tenderer/Applicant)- _____

2.6.4. Cover - 3 –Financial Proposal.

The applicant shall place the original Financial Proposal in a sealed envelope which shall be super scribed asunder.

Cover 3. FINANCIAL PROPOSAL

Proposal for Annual Asset Maintenance of the Broad Gauge (BG) Single line, including points & crossing and loop lines in yards and associated assets between Bharuch-Samni-Dahej.

Submitted by (Name of the Tenderer/Applicant)- _____

2.7. LAST DATE OF TENDER SUBMISSION

The Proposals must be received by BDRCL by 11:00 hrs of 04.08.2022 at below address.

AGM(O&M), BDRCL
301-302, Rubellite Building, 32, Ajitnagar Society,
Near Urmi Char Rasta, BPC Road, Akota,
Vadodara-390020 (Gujarat)

2.8. TENDER OPENING

- 2.8.1. Interested and eligible tenderers may be present in BDRCL office at the closing time of tender submission and witness the **Tender Opening at 15:30 hours** on the last date of submission as mentioned above. Only the main envelope will be opened and availability of RFP fee and Earnest Money Deposit amount will be checked. All such tenders received after the expiry of the prescribed deadline for submission of tenders shall be returned to Tenderers in unopened condition.
- 2.8.2. After the tender opening, the evaluation of Financial Proposal received shall be initiated.

2.9. Preparation of Proposal: FINANCIAL PROPOSAL

- 2.9.1. In preparing the financial proposal, the Applicants/ Tenderers are expected to take into account the requirements and **MUST MEET CONDITIONS** outlined in the RFP documents.
- 2.9.2. The financial proposal should be as per the format given.
- 2.9.3. The rates given in Schedule/Item are inclusive of GST. Hence no need to quote GST separately.
- 2.9.4. The Tenderer/Applicant should quote the percentage rate, in both figures and words, for each Schedule in columns 4 & 5 respectively. Also mention in Columns no. 6 whether the percentage rate mentioned in Column's 4 & 5 are ABOVE or BELOW or AT PAR over the estimated rate.
- 2.9.5. All payments shall be subject to deduction of prevailing tax at source in accordance with the provisions of The Income Tax Act and any other applicable law.
- 2.9.6. Organization of the Financial Proposal.

The Financial Proposal shall be organized in the following manner.

Sl. No.	Description	Relevant Exhibit
1	Covering Letter Submission Form. (MUST MEET CONDITION)	Form- 1
2	Financial Proposal Submission Form and Summary of Cost of Tender Document – (MUST MEET CONDITION)	Form- TENDER DOCUMENT Annexure II
3	Cost of Tender Documents – (MUST MEET CONDITION)	Form
4	Earnest Money Deposit AND Form	Form
5	Eligibility Criteria - Experience of Works – (MUST MEET CONDITION)	Form II
6	Turn over certificate (MUST MEET CONDITION)	Form. III

2.10. OTHER INSTRUCTIONS:

All applicants should note the following:

- 2.10.1. Proposals that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP Document or those that do not contain the information as per the specified formats, will be considered non-responsive and will be liable for rejection.

- 2.10.2. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- 2.10.3. No change in or supplementary information to a Proposal shall be accepted once submitted. However, BDRCL reserves the right to seek additional information from the Tenderers/Applicants, if found necessary, during the course of evaluation of the Proposal. In case of non-submission of required information, incomplete submission or delayed submission of such additional information clarifications sought by BDRCL, the Proposal would be evaluated solely on the basis of the available information.

2.11. EVALUATION OF FINANCIAL PROPOSAL

The Financial Proposals that are found to be responsive and complete shall be then assessed based on the evaluation criteria as specified below:

2.11.1 ELIGIBILITY CRITERIA

- 2.11.1. The tenderer(s) should have physically completed at least one similar single work viz., (**MUST MEET CONDITION**)

“Laying and linking of track work, CTR, TSR, TRR, Deep Screening, Lifting of track, Maintenance of track (or) a Zonal P-Way Contract Work (or) a track maintenance work” for a minimum value of 35% of similar and single work of advertised tender value in the last three financial years (i.e., current financial year and previous three financial years)

- 2.11.2. The total turnover of contract amount received during the last 3 financial years and in the current financial year should be a minimum of 150% of advertised tender value. Tenderer(s) should submit to this effect attested certificate from the Central Govt. / Public Sector Undertaking/NGR/Section of at least 62 Km, for the work done for them and Audited Balance Sheet duly certified by a Chartered Accountant and Bank statement.

2.12. SECURITY DEPOSIT

- 2.12.1. The successful Tenderer shall submit a Security Deposit (SD) to BDRCL in the form of Demand Draft/Fixed Deposit Receipt or Bank Guarantee in favour of Bharuch Dahej Railway Company Limited payable at Vadodara issued by a Nationalized Bank, amounting to 5% percent of the contract value. The SD shall be submitted by the successful tenderer after the letter of acceptance (LOA) has been issued, but before signing of the agreement.

- 2.12.2. The Earnest Money deposited by the successful tenderer with his tender offer will be retained by the Company as part of security deposit for the due and faithful fulfillment of the contract by the contractor. The balance to make up the Security Deposit, the rates for which are given, may be deposited by the Contractor or may be recovered by percentage deduction i.e. 10% from the Contractor’s “on account” bills. Provided also that in case of defaulting contractor, the BDRCL may retain any amount due for payment to the Contractor on the pending “on account bills” so that the amounts so retained may not exceed 5% of the total value of the contract. Interest shall not be payable on the Earnest Money deposit and any Security Deposit.

- 2.12.3. Recovery of Security Deposit : Unless otherwise specified in the Special Conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under :
- a. Security Deposit for each work should be 5% of the contract value.
 - b. The rate of recovery of Security Deposit shall be at the rate of 10% of the bill amount till the Security Deposit i.e. 5% of the contract value is fully recovered.
- 2.12.4. The SD shall be valid for the Term of the Contract and for a period extending 90 days beyond the Term of the Agreement. BDRCL agrees to discharge the SD within 30 days from the expiry of the mentioned below period after deduction/settlement of outstanding dues against the Tenderer. The Tenderer shall bear all costs towards SD. In case, the time for completion of work gets extended, the Tenderer shall get the validity of SD extended to cover such extended time of completion of work plus 90 days
- 2.12.5. Security deposit will be returned to the contractor only after the expiry of contract period plus 6 (six) months maintenance period in all the cases other than Note (i) mentioned below and after passing the final bill based on 'No Claim Certificate' with the approval of Competent Authority. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to BDRCL against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.
- 2.12.6. Wherever the contract is terminated, the Security deposit shall be withheld and the balance work should be got done separately. The balance work shall be got done independently without risk and cost of the original Agency.

Note –

- i. After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him, if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.
 - ii. In case of contracts of value Rs.50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.
 - iii. No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause (I) of this clause will be payable with interest accrued thereon.
- 2.12.7. If the Tenderer causes any liability to BDRCL due to any default on account of any statutory provisions or law, BDRCL shall recover the same amount from the Tenderer from the bills payable to the Tenderer or from the Security Deposit of the Tenderer. In addition, a penalty of 20% of the above amount would also be levied and recovered from their Security Deposit. In the event of cessation of the contract due to any reason whatsoever, the Security Deposit shall be refunded only after due satisfaction as regards the above payments.
- 2.12.8. By virtue of the provisions of the applicable Act or the Rules made thereunder the Act, in case BDRCL is obligated to pay any amount of wages to a workman employed by the Tenderer or his sub-Tenderer(s) used for execution of this work or incur any expenditure in providing welfare and health amenities required to be provided under this Act and the Rules or incur any expenditure due to Tenderer's failure to fulfill his statutory obligations under this Act or the

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Rules, BDRCL will recover from the Tenderer, the amount of wages to paid so the amount of expenditure so incurred, and without prejudice to the rights of the BDRCL, BDRCL 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 BDRCL to the Tenderer, whether under the contract or otherwise. The decision of the BDRCL regarding the amount recoverable from the Tenderer as stated above, shall be final and binding on the Tenderer.

- 2.12.9. Whenever the contract is rescinded, the Security Deposit shall be forfeited. 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.
 - 2.12.10. If the successful tenderer withdraws tender before formal approval after tender or after contract fails to comply with any of the terms and conditions act out above, BDRCL reserve the right's to forfeit Earnest Money /Security Deposit.
 - 2.12.11. If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the revised value of the contract), Security Deposit equivalent to 25% of the applicable Security deposit shall be forfeited. If the penalty imposed exceeds 75% of the applicable Security deposit, a Security deposit equivalent to 50% of the applicable Security deposit shall be forfeited.
3. Further Details of Tender is placed at Annexure I.
 4. Details of Work Schedule are placed at Annexure II.

FORM - 1 FORMAT OF COVERING LETTER / PROPOSAL SUBMISSION FORM (MUST MEET CONDITION)

(The covering letter is to be submitted by the Tenderer, on their letter head)

To

AGM(O&M), BDRCL

301-2, Rubellite Building, 32, Ajitnagar Society,
Near Urmi Char Rasta, BPC Road, Akota,
Vadodara-390020 (Gujarat)

Dear Sir,

Sub: -RFP Application for Annual Asset Maintenance (Track and Civil Engg. assets) of the Broad Gauge (BG) Single line, including points & crossing and loop lines in yards and associated assets between Bharuch-Samni-Dahej.

The undersigned offer for Maintenance of Asset & P-Way between Bharuch-Samni-Dahej stations of BDRCL, in accordance with your Request for Proposal Document and our Proposal submitted herewith. We are hereby submitting our Proposal, which includes a Financial Proposal and other Forms sealed under a separate envelope.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification

We undertake, if our Proposal is accepted, to initiate the Maintenance Services related to the assignment within 10 days from the date of issue of letter of intent.

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Tender Documents.
- b. We offer to execute the assignment in conformity with the Terms of Reference in Tender Documents.
- c. Our Tender shall be valid for a period of 90 days from the date fixed for the Tender submission deadline in accordance with the Tender Documents, and it shall remain binding upon us and may be accepted at any time before the expiry of that period:
- d. If our Tender is accepted, we shall submit the Security deposit in accordance with the Tender Documents;
- e. If our Tender is accepted, we commit to deploy resources and key personnel consistent with the requirements stipulated in the Tender document.
- f. We understand that this Tender, together with your written acceptance thereof included in your notifications of award, shall constitute a binding contract between us, until a formal contract is prepared and executed, and
- g. We have not tampered or made any changes in the Tender documents on which the Tender is being submitted and if any tampering or changes are detected at any stage, we understand the Tender will invite summary rejection and forfeiture of EMD/Security deposit, even if LOA has been issued.

Yours sincerely

Signature of the Tenderer with Official Seal:

Name and Position of Signatory with Authority (Board Resolution or PoA):

Name of the firm:

Date:

FORM NO. - II

EXPERIENCE CERTIFICATE.

Sr.No.	Work Details	Details
1	Name of Work	
2	Agreement No. date and Name of the Company	
3	Agreement Value in Rs.	
4	Due Date of Completion	
5	Actual Date of Completion	
6	Work Completed/in Progress	

Note: Separate Certificates for Work Completed and work physically in progress with payments received should be submitted.

The certificate to be issued by an officer not below the rank of JA Grade/General Manager (Finance) or bill passing officer in Railways or Bill passing Officer/Executive in-charge of work in other Government department/Govt. bodies/Public Sector under taking/NGR. The certificate should bear the signature and seal of the issuing officer, name of the department etc.

Signature of the Tenderer with Official Seal:

Name and Position of Signatory with Authority (Board Resolution or PoA):

Name of the firm:

Date:

FORM NO. - III

**CERTIFICATE FROM CHARTERED ACCOUNTANT/FIRM ON HIS/THEIR
LETTERHEAD**

TO WHOMSOEVER CONCERNED.

We ----- are Auditors for the Firm/Applicant since last----- (many) years. On the Strength of the above association, we are issuing this Certificate to the Firm on the Annual Contractual Turnover during the last three Audited Financial years as per Audited Balance Sheet.

It is further certified that advances or loans taken by the firm in connection with execution of works is not reflected in the contractual receipts from Works Contracts indicated below.

SI No	Financial Year	Contractual Receipts from Works contracts executed for Govt. /Govt. bodies/PSUs. Rs.	Remarks (if any)
(1)	(2)	(3)	(4)

Signature:

Name of CA with Membership No Address:

Office Seal with Registration No.:

Phone No.:

Email:

Date:

3. PART I: GENERAL CONDITIONS OF CONTRACT (GCC)

3.1. Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires.

“**Agreement**” means the Conditions of Service Agreement (Part 1: GCC and Part II: SCC) together with the undertakings and the Appendices, any further clarifications, and Letter of Award and formal Agreement.

“**Applicable Law**” means the laws and any other instruments having the force of law in India.
“**Client’s Representative**” means any of its officers nominated by the Client and notified from time to time to the Agency.

“**Month**” means a period of one month according to the Gregorian calendar commencing with any day of the month.

“**BDRCL**” means Bharuch Dahej Railway Company Limited.

“**TENDERER**” means the party named in the Agreement, who has to perform the services, and which expression shall include his/their legal successors and permitted assigns.

“**Party**” means Client or Agency as the case may be and “**Parties**” means both of them.

“**Third party**” means any other person or entity as the context requires.

“**Rupees**” means the currency of India, and shall be the currency used for the project.

3.2. Interpretation

3.2.1. The headings in the Agreement shall not be used in its interpretation.

3.2.2. The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.

3.2.3. If there is a conflict between provisions of the Agreement, the last to be written chronologically shall prevail, unless otherwise specified in Part II of the Service Agreement – SCC.

3.3. Obligations of Agency/Tenderer.

3.3.1. Scope of Services to be performed by the Agency/Tenderer.

3.3.2. The Agency/Tenderer shall perform Services relating to the Terms of Reference as provided in Appendix-A.

3.3.3. The Agency/Tenderer shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.

3.4. Change in Constitution

The Agency shall promptly notify BDRCL of any changes in the constitution of the Agency. It shall be open for BDRCL to terminate the Agreement on the addition or introduction of new partner managing the Project for the Agency without the previous approval in writing of BDRCL. But in absence of and until its termination by BDRCL as aforesaid, this Agreement shall be in full force, and effect notwithstanding any changes in the constitution of the Agency by addition or introduction of any new partners.

3.5. Information

BDRCL shall within a reasonable time give to Agency, free of cost, all information which they are able to obtain and which may pertain to the services.

3.6. Decisions

On all matters properly referred to it in writing by the Agency/Tenderer, BDRCL shall give a decision in writing within a reasonable time.

3.7. Assistance

BDRCL shall assist in:

- a. Providing Agency / Tenderer unobstructed access wherever it is required for the services.
- b. Providing Agency/Tenderer access to other organizations for collection of information.

3.8. Engaging of Personnel

3.8.1. The Agency/Tenderer shall employ and provide such qualified and experienced personnel as are required to carry out the Services. The titles, agreed job description, minimum qualifications, and estimated periods of engagement in carrying out the Services of the Agency's/Tenderer key personnel. The key professionals and technical support staff listed by title and by name approved by the BDRCL.

3.8.2. The Agency/Tenderer shall ensure that the key personnel are assigned to the specified tasks and deployed on the field in accordance with the work plan.

3.9. Representatives

For the administration of the Agreement, the Agency shall designate an official or individual to be his representative.

3.10. Changes in Personnel

Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Agency/Tenderer shall provide as a replacement a person of equivalent or better qualifications. This shall however be done with the approval of BDRCL within 7 days of such an event, and

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hence, no penalty shall then be leviable. However, change of key personnel may also be permitted by BDRCL in exceptional circumstances, if the contractual period extends beyond the permissible limits of the currency of the contract, and hence, no penalty will be levied if the delay is on account of BDRCL. However, if the Agency/Tenderer replaces/changes any of the Key Personnel without the prior consent/approval of BDRCL, then a sum equal to 1.5% of contract value will be deducted by BDRCL from the Agency for every change of key professional.

3.10.1. If BDRCL finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency/Tenderer shall, at the BDRCL's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the BDRCL.

3.10.2. The Agency/Tenderer shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

3.11. Liability of Agency/Tenderer to BDRCL

3.11.1. The Agency/Tenderer shall only be liable to pay compensation to BDRCL arising out of or in connection with the Agreement if a breach of Contract is established against him.

3.11.2. Such compensation shall be limited to the fees actually paid to the Agency under this Contract

3.12. Duration of Liability

The Agency shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him as may be prescribed by law.

3.13. Contract Period

Following process should be followed for commencement of the contract period

3.13.1. Within 15 days of the issue of the Letter of Acceptance by BDRCL to the Tenderer, the Tenderer shall deploy the labour for works.

3.13.2. The Tenderer shall ensure that the staff deployed on BDRCL line is genuine and their following credentials shall be maintained for the examination of BDRCL Engineer on demand:

- Name of person to be deployed
- Date of Birth
- Permanent Address
- Mobile No.
- Copy of Aadhaar card
- Medical certificate as per the Railway norms of A3 category from any government hospital
- Police verification report
- Service certificate, if any.

3.13.3. The contract shall deem to commence only when full staff with tools and plants are deployed.

3.13.4. The contract period is for three years from the date of issue of letter of acceptance and performance will be reviewed on annual basis.

3.14. Commencement and Completion

The Services shall be commenced and completed at the times or within the periods stated in Agreement subject to extensions in accordance with the Agreement.

3.15. Modifications

3.15.1. The Contract can be modified with mutual consent.

3.15.2. BDRCL shall have right to extend the contract period further at the same Rates, Terms and Conditions with the mutual consent of the Agency under “Variation Clause”.

3.15.3. It shall be the bounden duty of the Agency/Tenderer to strictly adhere to the time for performance of various services indicated in the Contract.

3.16. Extension of Time for Completion

3.16.1. If circumstances arise for which the Agency/Tenderer is not responsible and which make it impossible for him to perform in whole or in part the Services in accordance with the Contract he shall promptly dispatch a notice to BDRCL for extension of time, giving specific reasons.

3.16.2. The client on his satisfaction regarding genuineness and adequacy of the circumstances will grant such extension. However, no additional cost will be paid for the extended period.

3.17. Abandonment, Suspension or Termination

3.17.1. By Notice of BDRCL

BDRCL may suspend all or part of the Services or terminate the Agreement by notice of at least one month to the Agency who shall immediately make arrangements to stop the Services and minimize expenditure.

If BDRCL considers that Agency/Tenderer is not discharging his obligations or has engaged in corrupt or fraudulent practices or has defaulted in any terms of the Agreement or has failed to provide correct information in relation to the Assignment; BDRCL can inform the Agency by notice stating grounds for the notice. If a satisfactory reply is not received within 7 days of receipt of the notice by Agency, BDRCL can with a further notice terminate the Agreement.

If Agency/ Tenderer is adjudged bankrupt, or if he makes a general assignment for the benefits of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of the Agreement, then BDRCL may terminate the services of the Agency as per the procedure given in the previous clause.

BDRCL may complete the project by whatever method may be deemed expedient and the Agency shall not be entitled to receive any further payment.

3.17.2. By Notice of the Agency/Tenderer

The Agency/Tenderer may, by notice to the BDRCL, terminate this contract if payments pursuant to Clause 3.18.1 and 3.18.2 of this Agreement are not received within 30 days after the due dates, and such default has not been remedied within 45 days after notice has been given by the Agency to the BDRCL.

3.18. Rights and Liabilities of the Parties

Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of either party.

3.18.1. Payment to Agency/Tenderer

BDRCL shall pay the Lump Sum Price to the Agency in partial payments for the performance of services as described in accepted schedule of payment. Partial payments may be withheld if the Agency does not deploy the key personnel in accordance with the staffing schedule. Whenever the team leader/key professional does not attend scheduled meetings, a penalty amounting to 0.5% of the contract value shall be imposed for every single default, in absence of the prior notice of 7 (seven) days / intimation for non-attendance due to unavoidable circumstances. However, absence of key personnel and penalty thereof shall be subject to the provisions of this RFP document. In addition, a penalty of 1.5% of contract value will be deducted for every change of key professional, if the same has been done without prior consent/approval of BDRCL. However, change of key personnel shall only be permitted subject to the provisions of this RFP document.

The Tenderer shall arrange to submit the monthly bills to BDRCL within 15 days from the close of billing period and with the monthly bills the Tenderer shall be required to submit the following: -

- Details of deployment/works done, duly verified by executive of concerned site and forwarded by reporting authority. Further a summary of the bill shall be attached.
- Invoice, duly taking into account deployment/work done.
- All records/reports prepared pursuant to Railway manuals applicable for the said work
- Copy of previous month's contract specific EPF Challan.
- Copy of previous month's contract specific ESI Challan.
- Copy of previous month's / quarter's contract specific applicable Tax Challans.
- Copy of any other applicable statutory compliance
- Salary statements/proof of payment of salary
- Necessary undertakings / annexure(s).
- Any other document demanded by BDRCL

3.18.2. Time for Payment

After the submission of bills completed in all respects to the entire satisfaction of BDRCL, BDRCL will try to release the payments, through e-payment, within 45 days from the last date of submission of completed bills on actual quantity basis.

In case of delay in payment by BDRCL due to some unforeseen circumstances, BDRCL shall not be liable for any interest upon the bill amount.

3.18.3. Currency of Payment

All payments shall be made in Indian Rupees.

3.18.4. Disputed Invoices

If any item or part of an item in an invoice submitted by the Agency is contested by BDRCL, then BDRCL shall give prompt notice with reasons and shall not delay payment on the balance invoice.

3.19. Language and Law

The language of the agreement shall be English and it shall be governed by Indian Laws.

3.20. Assignment and Sub-Contracts

- 3.20.1. The Agency shall not, without the written consent of BDRCL, assign the benefits from the Agreement.
- 3.20.2. The Agency shall not assign obligations under the Agreement without the written consent of BDRCL.
- 3.20.3. The Contractor/Agency shall not without the written consent of the BDRCL, initiate or terminate any sub-contract for performance of all or part of the Services.

3.21. Copyright

The copyright of all documents prepared by the Agency in performance of the services under the Agreement shall be vested in Client provided that the Agency may retain copies of the documentation prepared by them for record purposes only.

3.22. Conflicts of Interest

- 3.22.1. Unless otherwise agreed in writing by BDRCL, the Agency and his personnel shall have no interest in nor receive remuneration in connection with the Project except as provided for in the Agreement.
- 3.22.2. The Agency shall not engage in any activity that might conflict with the interests of BDRCL under the Agreement.

3.23. Notices

Notices under the Agreement shall be in writing and will take effect from receipt at the address stated. Delivery can be by hand or facsimile message subsequently confirmed by letter or by registered letter against a written confirmation of receipt.

The Tenderer shall furnish to the postal address of this office at Vadodara through post/courier

3.24. Publication

Agency can publish material relating the Services, subject to approval by BDRCL.

3.25. Claims for Loss or Damage

Any claim for loss or damage arising out of breach or termination of the Agreement shall be agreed between BDRCL and the Agency or failing which the same shall be referred to arbitration in accordance with Clause 3.27 of this agreement.

3.26. Taxes and Duties

The Agency and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Laws, the amount of which shall be deemed to have been included in the

Contract Price. The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.

3.27. Conciliation and Arbitration

- 3.27.1. Any dispute or claim arising out of or relating to this Agreement or the breach, Termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation.
- 3.27.2. All dispute relating to this contract on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this Service Agreement shall in the first place be referred to a mutually agreed sole conciliator to be appointed by BDRCL.
- 3.27.3. The Conciliator shall make the settlement agreement after the parties reach agreement and give an authenticated copy thereof to each of the parties.
- 3.27.4. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.
- 3.27.5. The views expressed or the suggestions made or the admissions made by either party in the courses of conciliation proceedings shall not be introduced as evidence in any arbitration Proceedings.
- 3.27.6. Any dispute that cannot be settled through the Conciliation procedure shall be referred for Arbitration.
- 3.27.7. The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal in so far as such waiver can validly be made.

3.28. Arbitration

- 3.28.1. If conciliation has not been able to resolve a Dispute, such Dispute shall be referred to and be finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the rules made there under.
- 3.28.2. The place of arbitration shall be Vadodara, Gujarat, India.
- 3.28.3. Each Party to the Dispute shall appoint one arbitrator and the two arbitrators so appointed shall mutually agree to and appoint the third arbitrator. The arbitral agency so constituted, shall be the “Arbitral Tribunal”. The provisions of the Arbitration and Conciliation Act, 1996 as may be amended from time to time and the rules, if any made there under shall apply to such arbitration proceedings.
- 3.28.4. The language of the arbitration shall be English.
- 3.28.5. Any decision or award of the Arbitral Tribunal appointed, subject to correction / recourse provided for under the Arbitration and Conciliation Act, 1996 by final and binding upon the Parties. The Arbitral Tribunal shall give a speaking award.

- 3.28.6. Any amounts awarded by the Arbitral Tribunal to any party shall be paid by the other party within thirty days of the award having been made. In the event that the amount is not paid within thirty days, the party required to make the payment shall have to pay to the party in whose favour the award has been made, in addition to the amount of the award, interest on this amount. Such interest shall be payable from the date on which the payment was due to the date of actual payment.
- 3.28.7. Any modifications/ amendments in the prevailing Arbitration and Conciliation (Amendment) Act will be applicable.

3.29. Force Majeure

- 3.29.1. If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations, orders or requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as “event”) then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.
- 3.29.2. Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- 3.29.3. The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- 3.29.4. If the performance in whole or part of any obligation under the Contract is prevented or delayed by reasons of the event beyond a period mutually agreed to if any, or 120 days, whichever is more, either party may at its option terminate the Contract.
- 3.29.5. In case of doubt or dispute, whether a particular occurrence should be considered an “event” as defined under this clause, the decision of the BDRCL shall be final and binding.
- 3.29.6. Deliverables which have been accepted shall be paid for by the BDRCL even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been delivered shall be borne by the BDRCL.
- 3.29.7. If the Contract is terminated under the Clause, the Agency shall be paid fully for the work done under the Contract, but not for any defective work or work done which has been destroyed or damaged before its acceptance.
- 3.29.8. If neither party issues notice regarding the event within 21 days of its occurrence, the said event be deemed not to have occurred and the Contract will continue to have effect as such.

4. Part II: Special Conditions of Contract (SCC)

4.1. Language of the Agreement shall be English.

The Agreement shall be interpreted, construed and governed by the laws of India and the legal proceedings, if any, shall be under the jurisdiction of the courts of Delhi/ New Delhi.

4.2. Notices shall be delivered to:

For BDRCL:

AGM(O&M), BDRCL
301-2, Rubellite Building, 32, Ajitnagar Society, Near
Urmi Char Rasta, BPC Road, Akota, Vadodara-390020
(Gujarat)

For the Agency

Attention:

Facsimile:

ANNEXURE I

BHARUCH DAHEJ RAILWAY COMPANY LIMITED (BDRCL)

TENDER FORM

Name of Work: Annual Asset Maintenance (Track and civil engg assets) of the Broad Gauge (BG) Single line, including points & crossing and loop lines in yards and associated assets between Bharuch-Samni-Dahej

To
**AGM(O&M),
BHARUCH DAHEJ RAILWAY COMPANY LIMITED**

1. I/We _____ have read the various conditions to tender attached hereto and agree to a Tenderer by the said conditions. I/We offer to do the work for BDRCL, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within with in stipulated period from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to a Tenderer by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
3. A sum of Rs.5,27,175/- has already been Deposited as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - a. I/We do not execute the contract documents within seven days after receipt of notice issued by the BDRCL that such documents are ready; and
 - b. I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. 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 Witnesses:

(1) _____

(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

BHARUCH DAHEJ RAILWAY COMPANY LIMITED

AGM(O&M)/BDRCL acting for and on behalf of **MD/ BDRCL** invites Tenders for the following works. The closing Date and Time is 04.08.2022 at 11:00 Hrs.

Name of the work.	Annual Asset Maintenance (Track and Civil Engg assets) of the Broad Gauge (BG) Single line, including points & crossing and loop lines in yards and associated assets between Bharuch-Samni-Dahej
Tender Type.	Open
Cost of Document	Rs. 2500/-
Advertised Value.	Rs. 7,54,35,083/-
EMD	Rs. 5,27,175/-
Tender Closing Date & Time	04.08.2022 at 11:00 Hrs.
Tender Opening Date & Time	04.08.2022 at 12.00 Hrs.

I Instructions to Tenderers and Conditions of Tender: The following documents form part of Tender /Contract:

- a. Tender Forms – First Sheet and Second Sheet
- b. Special Conditions/Specifications of Indian Railway applicable
- c. Schedule of approximate quantities (enclosed)
- d. Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected up to latest correction slips,
- e. Schedule of Rates (enclosed)

II The Tenderer(s) shall quote his/their rates as a percentage above or below or AT PAR the Schedule of Rates of BDRCL as applicable to except where he/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the BDRCL. The BDRCL does not guarantee work under each item of the Schedule. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form. Any revision of rates/rebates submitted (quoted) through a separate letter whether enclosed with the Tender (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

III Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him/ them.

TENDER FORM

Name of Work: Annual Asset Maintenance (Track and Civil Engg assets) of the Broad Gauge (BG) Single line, including points & crossing and loop lines in yards and associated assets between Bharuch-Samni-Dahej

Summary of SCHEDULE Details at ANNEXURE-I

SL	Description of Schedule	Estimated cost. (In Rs.)	Rate quoted by the contractor's percentage, Above, Below, At par. % In Figures.	% Quoted in words.	Write whether percentage quoted in Col. 4/5 is above/Below/ At par over Estimated Rate	Amount In Figures	Amount in words.
1	2	3	4	5	6	7	8
1	SCH.A	4070710					
2	SCH. B	38268926					
3	SCH. C	8321798					
4	SCH.D	5724180					
5	SCH. E	2000000					
6	SCH.F	139024					
7	Zonal Work	16910445					
	Total	75435083					

The quantities shown in above Schedule are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. BDRCL reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

The tenderer should quote the percentage rate, in both figures and words, for each schedule in columns 4 & 5 respectively. Also mention in Column No. 6 whether the percentage rate mentioned in columns 4 & 5 are ABOVE or BELOW or AT PAR over the estimated rate.

- a. The price for each schedule shall be calculated and written against each schedule, in both figures and words in Columns 7 & 8 respectively.

- b. The total price as sum of the price of all the bills/schedules shall be shown, in both figures and words under Columns 7 & 8 respectively.
- c. Tenderer should ensure that the rates are filled with due care and caution so as not to lead to any omission or discrepancy or ambiguity.
- d. The item rates given in each schedule are based on ALL INCLUSIVE TAXES.
- e. While quoting the rates, Tenderers shall consider the various provisions of the Central Goods and Services Tax Act, 2017 (CGS Integrated Goods and Services Tax Act, 2017 (IGST)/Union Territory Goods and services and Tax Act 2017 (UTGST)/respective State's States Goods and Services Tax Act, 2017(SGST) also, as notified by Central/State Government & as amended from time to time and all taxes, duties and levies applicable to the contract. Tenderers shall also ensure that full benefit of Input Tax credit (ITC) likely to be admissible to them is duly considered while quoting rates.
- f. The successful Tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under GST/IGST/UTGST/SGST Act to **BDRCL within 07 days from the date of the award of contract**, without which no payment shall be released to the contractor. The contractors shall be responsible for deposition of applicable GST to be concerned Authority.

IV. ELIGIBILITY CRITERIA applicable (For works whose advertised Tender value is costing above Rs 50 Lakhs).

5. INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER

The tenderer who fulfills the following eligibility criteria are only eligible to quote:

5.1. ELIGIBILITY CRITERIA & CREDENTIALS OF THE TENDERER:

- a. The tenderer(s) should have physically completed at least one similar single work viz.,
“Laying and linking of track work, CTR, TSR, TRR, Deep Screening, Lifting of track, Maintenance of track (or) a Zonal P-Way Contract Work (or) a track maintenance work” for a minimum value of 35% of similar and single work of advertised tender value in the last three financial years (i.e., current financial year and previous three financial years)
- b. The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, shall be considered. In case, the Final Bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions will be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deductions will be considered. However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original contract value or last sanctioned Agreement value, whichever is lower shall be considered for judging eligibility.
- c. The total turnover of contract amount received during the last 3 financial years and in the current financial year should be a minimum of 150% of advertised tender value. Tenderer(s) should submit to this effect attested certificate from the Central Govt/Public sector under taking for the work done for them or Audited balance sheet duly certified by a Chartered Accountant.

- d. The value of work completed will not include the cost of any materials issued free of cost by the BDRCL/ Department concerned. Only cash value of the Agreement and executed cash value will reckon for eligibility.

NOTE: The tenderer who do not fulfill the requisite qualifications and who do not furnish documentary evidence along with Tender document will be summarily rejected. Any misleading/incorrect information will be rescinded and will lead to disqualification of tender.

5.2. The tenderer(s) shall also submit the following documents along with his/their tender.

- a. List of personnel, organization available on hand and proposed to be engaged for the subject work.
- b. List of plant and machinery available on hand (own) and proposed to inducted (own and hired to be given separately) for the subject work.
- c. List of works completed in the last three financial years giving description of work, (ii) organization for whom executed, (iii) approximate value of contract at the time of award, (iv) date of award and date of scheduled completion of work, (v) Date of actual start, (vi) actual completion and final value of contract should also be given.
- d. List of works on hand indicating description of work with locations, contract value, and approximate value of balance work yet to be done and date of award.

5.3. In case of Clause 5.2 (c) and (d) mentioned above, supportive documents/ certificates from the organizations with whom they worked/are working should be closed.

5.4. **Certificates from** ‘private individuals’ for whom such works are executed/being executed will not be accepted.

5.5. The works executed by the tenderer for Government Departments or Semi Governments/Public Sector Undertaking or from a Private Line (NGR) owner of repute having at least 62 Km. section shall only be considered for eligibility. **Works executed for other than these parties shall not be considered.** The experience certificate shall be issued by an Officer in the level of Junior Administrative Grade or Superintending Engineer or equivalent Grade or General Managers in other departments indicating therein the name of works executed, value of works and period during which completed, bills paid, etc., The certificate should bear the signature and seal of the Officer and attested by Railway Officer (Gazetted).

- 5.6. i) In case the tenderer is a partnership firm(s), the experience and turn-over shall be in the name and style of the firm only
- ii) If the Tenderer is a partnership firm, all the partners shall be jointly and severally liable for successful completion of the work and no request for change in the constitution of the Firm shall be entertained.
- iii) During the currency of the contract, no partner of the firm shall be permitted to withdraw from the partnership business and in such an event it shall be treated as breach of trust and abandonment of contract.

5.7. The tenderer/tenderers shall quote percentage rates as stipulated in the schedules. The quantities

shown in the attached schedule are given as guidance and are indicative/approximate only and are subject to variation according to the needs of the BDRCL. BDRCL accepts no responsibility for their accuracy and also BDRCL does not guarantee work under each item of schedule.

- 5.8. The tenderers are required to take note of all the Schedules are inclusive of Taxes and Govt. Cess leviable under Works Contract and quote their rates inclusive of all taxes, cess, GST, etc.
- 5.9. Tenders containing erased and/or alterations of the Tender documents are liable to be rejected. Any corrections made by the Tenderer/Tenderers in his/their entries must be attested by him/them.
- 5.10. The work is required to be completed within a period of (Thirty Six) 36 months from the date of issue of acceptance letter including intervening monsoon period.
- 5.11. Earnest Money should be paid through “DEMAND DRAFT/Account Payee Cheque of schedule bank” IN FAVOUR OF ‘BHARUCH DAHEJ RAILWAY COMPANY LIMITED Payable at Vadodara. War Bonds and Government Promissory Notes will not be accepted towards the Earnest Money. No interest shall be paid on the earnest money. Earnest Money to the unsuccessful Tenderers will be returned within thirty (30) days from the date of issue of the LOA to the successful Tenderer.

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 the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not renege from his offer or modify the terms and conditions thereof in a manner not acceptable to the BDRCL. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount Deposited as security for the due performance of the above stipulation shall be forfeited to BDRCL. If the tender 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 unsuccessful tenderers will save as herein before provided be returned to the unsuccessful tenderers but BDRCL shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation 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.

- 5.12. 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 of his/their tender.
- 5.13. If the tenderer deliberately furnishes wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, BDRCL reserves the right to reject such tender at any stage.
- 5.14. If a tenderer expires after the submission of his tender or after the acceptance of his tender, BDRCL shall deem such Tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the BDRCL shall deem such tender as cancelled, unless the firm retains its character.

Documents testifying to the tenderer’s works experience and financial status should be submitted along with the tender.

- 5.15. Tenders must enclose in a sealed cover, super scribed with the name of the work as appearing on the top sheet and must be sent by registered post or as mentioned in Tender Notice, so as to reach **not beyond 11:00 hours on 04.08.2022 or Deposited in the box kept for the purpose. The boxes will**

be sealed at 11:00 hours on 04.08.2022 and will be opened at 12:00 hours on 04.08.2022 at the place mentioned above.

- 5.16. Non-compliance with any of the condition set forth herein above is liable to result in the tender being rejected.
- 5.17. The authority for acceptance of the tender will rest with competent authority who does not bind himself to accept the lowest or any other tender nor does he undertakes to assign reasons for declining to consider any particular tender or tenders.
- 5.18. The successful tenderer/tenderers shall be required to execute an agreement with the BDRCL for carrying out the work according to the General Conditions of Contract and specifications for works and materials, of Western Railway Standard Specifications including correction slips issued from time to time.
- 5.19. 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 condition will make the tenderer liable for forfeiture of EMD for due performance of the foregoing stipulations.
- 5.20. Should the BDRCL decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the following form of declaration before commencement of negotiations.
I/We-----do declare that in the event of failure of contemplated negotiations relating to Tender No-----opened on ---
-----my original tender shall remain open for acceptance on its original terms and conditions.
- 5.21. In case of any clarity in interpretation of any clause of this Tender document, the interpretation as laid down by BDRCL shall prevail.

6. DEDUCTION OF INCOME TAX AT SOURCE:

In terms of Section 194-C inserted by the Finance Act, 1972, in the Income-Tax Act, 1961, the BDRCL shall, at the time of arranging payments to the contractor and/or sub- contractor (in the case of sub-contractor only when the BDRCL is responsible for payment of consideration to him under the contract) for carrying out any work (including supply of labour for carrying out any work) under the contract, be entitled to deduct Income-Tax at source on income comprised in the sum of such payment.

The deductions towards income-tax to be made at source from the payment due to non-residents shall continue to be governed by Section 195 of the Income-Tax Act 1961.

- 7. Tenderers are required to submit the following documents along with the tender:**
- i) EMD
 - ii) Certificate in support of credentials
 - iii) Turnover certificate
 - iv) DD for cost of tender
 - v) Any other documents specified by the BDRCL for the tender work.

- 8.** The tender is not accompanied by any of the documents mentioned above (under MUST MEET CONDITION), the tender shall be summarily rejected. No post tender correspondence will be entertained however, if any clarification is required by the BDRCL the same may be sought from the tenderer.
- 8.1. i) The onus of establishing the credentials of the tenderer(s) from the Office records or otherwise does not lie with the BDRCL. BDRCL shall evaluate offer only from the certificates / documents (as referred above) submitted along with the tender offer.
- ii) Any certificates / documents offered after the tender opening shall not be given any credit and shall not be considered.
- iii) Even if the tenderer(s) is / are working contractor(s) of the any Division also if he / they do not enclose the required certificates his / their offer will not be considered.
- 9.** Delayed/ Post Tender Submission of Documents/ information of Mandatory Nature linked to Eligibility Criteria called for a Tender stage will be rejected.
- 10.** The offer of Tenderer(s) who do not enclose Experience Certificate and Turnover Certificate with requisite details and supporting documents, along with their Tender to establish their credentials shall be summarily rejected, even though they are working contractors on approved list.
- 10.1. (i) The offer shall be evaluated only from the certificates/documents (as referred above) submitted along with the tender offer.
- ii) Any Certificate/Documents offered after the tender opening shall not be given any credit and shall not be considered.
- iii) Tenderer(s) shall note that conditional/alternate offer will not be considered and will summarily be rejected, even though such condition makes them as the lowest tenderer.
- iv) BDRCL reserves the right to verify the authenticity of the documents/information furnished.

BHARUCH DAHEJ RAILWAY COMPANY LIMITED

NAME OF THE WORK: Annual Asset Maintenance (Track and civil engg assets) of the Broad Gauge (BG) Single line, including points & crossing and loop lines in yards and associated assets between Bharuch-Samni-Dahej

SCHEDULE-A

Sr. No.	Description	Rate	unit	Total Qty (For 3years)	Total Amount (For 3 years)
1	Leading up to 100m lead and putting in track/formation of ballast from measured stacks by contractor's own means and putting the same into track uniformly to form profile as per IRPWM in following phases: (i) Laying of first layer to form level bed for sleepers with top surface dressed including mechanical compaction; (ii) Filling ballast in cribs and making up shoulders; and (iii) Recouping shortages after each packing and finally making profile as per IRPWM	134	Cum	5000	670000
2	Transporting of ballast from measured stacks by means of contractor's own road lorry or rail wheel lorry that can run on BG track including loading, and unloading either by mechanical means or manually by contractor at required site and putting the same into track/formation uniformly to form profile as per IRPWM in following phases: (i) Laying of first layer to form level bed for sleepers with top surface dressed including mechanical compaction; (ii) Filling ballast in cribs and making up shoulders; and (iii) Recouping shortages after each packing and finally making profile as per IRPWM (All labour, lorry, fuel, consumables etc. by contractor) Note: 1. Payment by prestack measurements.				
	(a) Lead beyond 100 m but up to 5km	263	Cum	5000	1315000
	(b) Extra for lead beyond 5km	78	Cum	5000	390000
3	Cutting of 60 KG, 52 KG, 90 R rails with contractor's Abrasive Disc Cutter complete including men, material, fuel etc. true to square.	427	Each	60	25620
4	Drilling 26.5 MM, 32 MM diameter holes with Rail Drilling Machine in web of 60 KG, 52 KG, 90 R rails in track or on cess at correct locations including chamfering.	103	Each	150	15450

5	Transportation of rails, switches, crossings, etc. (supplied by BDRCL) from point of issue to their final location of laying in track				
5a	Average lead, from the place of issue up to the middle point of location of laying in each KM, up to 10 KM	8.10	MT Km	600	4860
6	De-stressing of LWR/CWR track with 60 KG, 52 KG rails at appropriate rail temperature as per LWR manual and as per directions of the engineer including adjustment of gap at SEJ, squaring & correct spacing of sleepers disturbed during the work, including greasing of ERC as per IRPWM. Payment for cutting of rails shall be made Separately under relevant item.	25414	Track Km	20	508280
7	Shifting of P. Way materials such as rails, sleepers, points and crossings, fastenings etc. and stacking at the nominated place up to 250 m lead as directed by Engineer-in-Charge including all lift, labor, tools and machinery etc. complete				
a)	For lead up to 50 m	142	MT	600	85200
b)	Extra for lead for every 50 m or part thereof beyond initial 50 m lead	20.90	MT	12000	250800
8	Hiring of JCB Machine (in good working condition) for leveling and dressing ground / dismantling structures including disposal of debris through dumpers etc. with contractor's labor, JCB machine, machine operator, fuel etc. The contractor shall arrange road permit for vehicle for all the States of In-charge and vehicle shall not be more than three years old. Payment shall be made for actual working hours at site up to period of 240 hours per month.	885	Per Hour	300	265500
9	Supply of grease - Graphite grease no 'O' conforming to specification no .IS 408-1981. The rate is inclusive of transportation of the grease from the firm to the depot including loading. Unloading and stacking neatly at countable manner. (All labour, materials, tools and plant and other consumable stores are to be supplied by the tendered/ contractor only at his own cost)	90	Kg	6000	540000
Total					4070710

Note: Any variation in the quantity, either increase or decrease, has to have prior approval of the Competent Authority of BDRCL.

BHARUCH DAHEJ RAILWAY COMPANY LIMITED

NAME OF THE WORK: Annual Asset Maintenance (Track and Civil Engg assets) of the Broad Gauge (BG) Single line, including points & crossing and loop lines in yards and associated assets between Bharuch-Samni-Dahej

SCHEDULE- B

Sr. No.	Description	Rate	Unit	Total Qty	Total Amount
1	Maintenance of track at normal sectional speed up to 100 KMPH by deploying contractors Labour, tools and plants and as direct by Engineer -in - charge. Maintenance of track has to be done as per requirement to keep the track parameters within prescribed limits as per IRPWM for the sectional speed up to 100 KMPH. Maintenance has to be scheduled in the following methodology				
1.1	Contractor shall deploy 2 Nos of Gangs (1+20) for slack picking and special attention to poor formation stretches, Turnouts between main line and Loop lines and other points and crossings attention, SEJs, Level crossings, guard rails on bridges and Tunnels as may be and other vulnerable locations as directed by Engineer in charge. The payment for this would be made on the basis of Gang-Days, which would be roll called on daily basis on photographic evidence or as directed by Engineer in charge with all costs of tools plants equipment and labour and transport complete in all respect.	14717.31	Gangs-Days	1440	21192926
1.2	Pre and post tamping works, which may be executed by deployment of skilled labour (experienced in execution of track laying/CTR/TSR/Zonal Maintenance works) directly or through track work experienced sub -contractor/s. The scope of works under this item would be as per IRPWM and as directed by Engineer in charge. Payment under this item would be made per meter of track, with all costs of tools plants equipment, labour and transport complete in all respect.	100	Meter	1,65,000	16500000
1.3 (a)	Tack machines namely; Annual tamping of plain track by CSM series of continuous tamping machine, and annual tamping of Turnouts/Points & Crossings by Unimate type of machine and ballast cleaning by BCM (required periodically) and other				

	<p>machines for regulation of ballast and quick consolidation of track following the work of BCM would be provided by the BDRCL at Their own cost except pre and post tamping attention vides item 1.2</p>				
1.3 (b)	<p>Track maintenance standards: The efficacy of track maintenance under this head (Item 1, 1.1., 1.2 and 1.3 above) would be certified by engineer in charge with respect to following service tolerances;</p> <p>a) Alignment ‘A’ on 7.5 m chord: +/- 5mm in general and +/- 10 mm at isolated locations.</p> <p>b) Twist ‘T’ (measured on 3.5 m base); Straight and curved Track: 2.1 mm per meter in general and 3.5 mm per meter at isolated locations. Transition curves, however, have to be maintained with twist ranging between 1 mm and 2.1 mm</p> <p>c) Unevenness U/E (measured on 3.5 m base); 10 mm in general and up to 15 mm at isolated locations. This is rail joint depression.</p> <p>d) Track gauge ‘G’ Straight Track: +6/-3 mm Curved track with more than 400 m radius: +15 mm/-3 mm Curved track with less than 400 m radius; up to +20 mm Above parameters are for guidance to judge the efficacy of maintenance efforts. Endeavour would be to bring track parameters ‘A’ and ‘B’ categories instead in ‘C’ and ‘D’ categories of classification of BG track (as classified in IRPWM under track recording system). However, engineer in-charge has to take into considerations; track parameters at the commencement of contract and fitment of track components like spacing and squareness of sleepers, toe load of ERC rail clips, permanent sets in the rails, or their angular wear, rail burns due to wheel slipping, some special efforts and time would be required to make up these deficiencies if any exists at the time of commencement.</p> <p>ii) track deficiencies like ballast cushion</p>				

	<p>under sleepers, conditions track fittings like rubber pad, lines, and elastic rail clips and also condition of fish plated joints, SEJs and compliment of fittings on bridges and approaches, tunnels, level crossings and most importantly those of turnouts. These deficiencies have to be met out on program basis for obtaining desirable maintenance standards. iii) there can be seasonal variations in track parameters; track parameters during monsoon deteriorate and have to be brought back during maintenance after monsoon. Sun kinks within safety limits may be observed during hot weather from April to June, extra ordinary movement of tongue rail of SEJ and jamming of other FP joints may also affect geometry of track. To avoid aforesaid excessive differential movements preparatory works have to be done before hot weather including destressing of LWRs and adjustment of gaps at FP joints and ensuring heaping of ballast on outside of curves, similarly cold weather likely to see more rail failures, FP joint failures etc.</p>				
	<p>Note: 1. A minimum of 2 gangs of (1+20 men each) should be deployed every' day covering the entire stretch 2. Incase additional/less gang deployment is done as per direction of the engineer, the payment shall be increased proportionately. 3. During Monsoon period additional Gangs to be deployed, where ever required to be paid under schedule C 4. The Labour camp is to be established near to work site/in the nearby railway station. 5. In case of emergency during Night times, Mate with minimum of 10 Labour should attend the work spot without fail as warranted to attend track failures, which will be paid separately under item 2 of this schedule. 6. Each gang should have adequate number of packing tools such as Crow bar, Phawarah, Gauge cum level and Jacks for lifting of track. 7. Camper type Road vehicle in good</p>				

	<p>working condition with driver and fuel to be made available at labour camp round the clock for dropping the labour to work site during day time and to attend emergency works in the night time.</p> <p>8. Weekly rest to be availed on Sat/Sun by alternate gangs.</p> <p>9. Gangs shall attend all types of tracks-works viz. stack picking, maintenance of track, pre and post tampering works of track missions, systematic over hauling, lifting of track, maintenance, lubricating of points and crossings etc., as per Para 224, 226,227,229 and 233 IRPWM as directed by Engineer -in - charge.</p> <p>10. The Gangs allowed to works in the section should work as per the directions and planning of senior technical manager, as and when required in addition to their jurisdiction</p> <p>11. The quoted rate includes deployment of one water man and one cooking man in each gang.</p> <p>12. Two numbers of tunnel's existing in the section. The Gang is required to clean and clear cold drop in g in side of the tunnel frequently by jurisdiction. Gangs with their tools.</p> <p>13. The Gang men to work in track shall not be more than 55 years of age.</p> <p>14. Maintenance of track at normal sectional speed up to 100 KMPH by deploying contractors Labour, tools and plants and as direct by Engineer -in - charge. Maintenance of track has to be done as per requirement to keep the track parameters within prescribed limits as per IRPWM for the sectional speed up to 100 KMPH. age, and personal safety of track men at site is entirely lies on the responsibility/ Risk of contracting agency only the gangs should be deployed at the locations decided by the engineer in charge</p>				
2	Extra for labour working in night during emergency such as attending Rail weld failure, Points failure etc. including contractor's transport arrangements, T&P, consumables etc. as directed by the Engineer - in -charge	800	Man Days	720	576000
	Total				3,82,68,926

BHARUCH DAHEJ RAILWAY COMPANY LIMITED

NAME OF THE WORK: Annual Asset Maintenance (Track and civil engg assets)of the Broad Gauge (BG) Single line, including points & crossing and loop lines in yards and associated assets between Bharuch-Samni-Dahej

SCHEDULE –C (Schedule for Patrolling)

Item no.	DESCRIPTION	Rate	Unit	Total Qty	Total Amount
1314 90	<p>Patrol man for monsoon / security patrolling whenever required for protection of track with all contractor’s labour, tools and plants etc. complete and as directed by Engineering-charge And as per IRPWM NOTE: -1.The person deployed for patrolling must have the following items: Valid certificate of competency issued by Railways. Medical certificate issued by Railway fit for A-3 medical category.</p> <p>2.The following equipment will be supplied by Railways per each patrol man and required to be handed over back to Railways in good condition: •Detonators–10nos. (in a tin case), ifused, busted detonators to be handed over back with reasons for use. Tri Color Torch -1no. Patrol chart. Patrol book.</p> <p>3.The following equipment to be arranged by contractor for each patrol man: H.S. flags green – 1no.(standard size) H.S. flags red – 2nos.(standard size) Torch (3 cell) –1no. Staff for flags –1no. Whistle thunder –1no. Protective cloth to withstand the climate Gum boots Haversack</p> <p>4. Wherever 2 or more tracks are parallel within m track centers</p>				

	50m.one patrol man will be sufficient. Wherever the track centers are more than50m.Separate patrolman to be deputed for each track & extra payment will be made for such case.				
	For Day Shift For Night Shift	646.22 802.76	Each Each	2320 2000	3104750
131 480	Patrolman for patrolling during cold/ hot weather on track for protecting track with all contractor's labor, tools, plants etc. complete as directed by Engineer In charge [NOTE: - 1. The person deployed for patrolling must have the following items: • Valid certificate of competency issued by Railways. • Medical certificate issued by Railway fit for A-3 medical category. 2.The following equipment will be supplied by Railways for each patrolman and same to be handed over back to Railways in good condition: • Detonators – 10 nos. if used, bursted detonators to be handed over back and report with reasons for use. • Tri color Torch –1no. • Equipment list to be supplied by railway to be mentioned. • Canne –a – boule(if required) 3. The following equipment to be arranged by contractor for each patrol man. H.S.Flagsgreen- 1No(Stdsize),H.SFlags-Red- 2Nos(Stdsize),Torchlight3 cell-1 no, Staff for flags-1no,Whistle Thunder- 1no,Protective clothing to withstand climate, Gum boots, Haversack				
131 481	For a maximum duration of 8 hrs. For Night shift	646.22 802.96	Each Each	3600 3600	5217048
					83,21,798

BHARUCH DAHEJ RAILWAY COMPANY LIMITED

NAME OF THE WORK: Annual Asset Maintenance (Track and civil engg assets)of the Broad Gauge (BG) Single line, including points & crossing and loop lines in yards and associated assets between Bharuch-Samni-Dahej

SCHEDULE –D

Item No.	Description	Rate	unit	Qty (For 3 year)	Amount (For 3 year)
131430	De-weeding, uprooting of weeds/jungle etc. and dressing including scarifying ballast in entire profile upto toe of ballast on track	34.45	Track Metre	18000	620100
131440	Removing weeds & bushes in ballast section and cess upto 3.5m from centre line of track in section & station yard, as specified by Engineer In-charge including disposal of branches, bushes outside cess/yard	12.92	Running Metre	18000	232560
131460	General cess dressing upto 1m width from toe of ballast including scarifying toe ballast and making good the ballast toe line, including vegetation Uprooting	20.64	Running Metre	18000	371520
NS	Additional payment for the deployment of track hand held tampers of approved type for Picking up of slacks with the help of which shall include deployment of tampers, their running cost and all consumables complete	15000	Per day	300	4500000
					57,24,180

BHARUCH DAHEJ RAILWAY COMPANY LIMITED

NAME OF THE WORK: Annual Asset Maintenance (Track and civil engg assets) of the Broad Gauge (BG) Single line, including points & crossing and loop lines in yards and associated assets between Bharuch-Samni-Dahej

OTHER ITEM OF WORKS NOT COVERED IN THE BILL - USOR ITEMS (Non-schedule item).

SCHEDULE - E

S. No.	Description of Item	Quantity	Unit	Rate	Amount in Rs.
1	To supply and erection second hand cargo container in a good condition at designated location to work as gang tool box with anti rust painting and suitable locking item	4	Each	2,00,000	800000
2	To supply and erect porta cabin to modify second hand cargo container newly insulated and modified (4 no. Windows, partitions, foldable beds, mosquitoes proof jaalis, electric fittings including fans for the stay of track maintainer suitable to accommodate 18 persons each.	4	Each	300000	1200000
	Total VALUE FOR BILL				20,00,000

NAME OF THE WORK: Annual Asset Maintenance (Track and civil engg assets)of the Broad Gauge (BG) Single line, including points & crossing and loop lines in yards and associated assets between Bharuch-Samni-Dahej

**GPS Tracker
SCHEDULE – F**

Sr No.	Description of Item	Quantity	Unit	Rate	Amount in Rs
1.	Supplying of GPS tracking device with Pre-installed SIM for effectively monitoring/inspection/ patrolling of Key man/patrol men, including mapping customization in software installation, Android App Report generation and related assistances. Make: BLACK BOX Model No.: SXTREO T57	16	Each	5089	81424
2.	Other important requirement for Rentals: a) Monthly Rental charges of SIM for each device. b) Monthly Web Hosting Charges for each device. c) Monthly Software and Admin Charges for each device. The total Amount of monthly rentals (a+b+c) = Rs 100/- (per month per device) (Monthly Rental payment mode for 16 devices = 16*100 = 1600)	36	Month	1600	57600
Total					1,39,024

Brief Description of civil engineering (Track) of Bh-DHF section of BDRCL and civil assets

1. Permanent Way:

Bharuch Dahej B.G. electrified single line from Km 0.00 to Km 61.60 (Total Km 80.00) has been laid with 60 KG new rails on 60KG PSC sleepers of 1660 per Km Sleeper Density on mainline & 52 Kg new rails on 60Kg. PSC sleeper of 1540 per Km sleeper. Density on Loop lines with LWR.

a. Rails for BG track:

- Main Line: New Rail 60 kg/90 UTS LWR.
- Loops and siding in station yards provided New Rail 52 KG with SWR/LWR or Free rails.
- Insulated Rail Joints; glued joints as per specifications.

b. Sleepers

- BG PRC for 60/52 Kg rails.

c. Sleeper Density:

- BG Main Line 1660/Km

- BG Loops and siding: 1540/Km.
- d. Rails to sleeper Fastenings:
- BG-Elastic Rail Clip with standard fittings.
- e. Clean Ballast Cushion BG:
- Main Line : 300 mm clean cushion.
 - Loops and siding: 250 mm clean cushion.
 - On Bridge : 350 mm clean cushion.
- f. Points & crossings:
- All Point & crossings fans shape with CMS crossings.
 - Having 1 in 12 points & crossings = 13 nos.
 - 1 in 8^{1/2} points & crossings= 26 nos.
 - Trap point (derailing switch =6 nos.
 - Sand hump = 8 nos.
- g. Bridges:
- Major bridge = 03 nos.
 - Minor bridge = 90 +3 nos.
 - ROB = 1 nos.
 - RUB = 2 nos.
- h. Level crossings = 32 nos.
- i. Curves = 31 nos.
- j. Clean ballast cushion
- Main line 300 mm
 - Loops and siding 250 mm
 - On bridges 350 mm
- k. Signaling & SSI Interlocking with MACLS on all the stations.
- l. Traction: Electrified
- m. Civil assets
- i) Station buildings including platform shelters and approach road
 - ii) Level crossings including gate lodge ,fencing road and signages
 - iii) Station buildings of Tham, Samni, Vaghra Pakhajan and Dahej
 - iv) All staff quarters stores and administrative buildings
 - v) All loading platforms

Scope of the work:

This contract is for the maintenance of asset, embankment and level crossings of Bharuch Dahej section for a period of three years with necessary manpower tools & plant and all logistics arrangement for the staff including their stay, transport to the site, insurance and medical care arrangement of potable water sun/ monsoon protection etc . The scope of work shall include following essentially but not limited to:

1. Manual maintenance of track as per IRPWM of Indian Railway
2. Pre-tamping and post tamping operation in the section for machine maintenance.
3. Repair to embankment slopes and cess as per standard profile
4. Overhauling and repair of level crossings
5. Casual track renewal of rails, sleepers, SEJs, glued joints, turnouts
6. De-stressing of track
7. Patrolling of track during monsoon, summer and winter
8. Transport of track material as per requirement
9. Supplying labour and resources during emergency such as accident, breaches and public unrest etc.
10. Repair to height gauges on level crossings damaged by errand vehicles
11. Training out of ballast from the wagons/ hoppers including picking the same from the slopes
12. Up keep of track related signage's
13. Maintenance of visibility to the road and train drivers on level crossings
14. Welding of rails by AT process
15. Extraction and Greasing of track fittings if necessary
16. Ultrasonic testing of the welds
17. Rail cutting, drilling fabrication of check rails guard rails and
18. Supply of earth moving and lifting machinery on hire basis
19. Shallow screening and overhauling of track.
20. Jungle cleaning on cess and slopes.
21. Cleaning of track from the muck arising from loading of commodities at Dahej from the track as and when required.
22. Any other item desired by engineer in charge from the track schedule -2019 of western railway.
23. Rate should be quote plus or minus as per TUSSOR 2019. (Formation works, Bridge works and P.way works.)
24. Following station buildings are covered in the scope of contract:
 - i. Bharuch office of BDRCL
 - ii. Tham station
 - iii. Samni station including staff quarters and Samni depot
 - iv. Vagra station including traction sub station
 - v. Pakhajan station
 - vi. Chavaj
 - vii. Dahej station building, running room, staff quarters, circulating area, platforms and other administrative buildings and level crossing.
 - viii. There are 32 level crossings in the section maintenance of road, signage, gate lodge and fencing shall be covered under the scope of this contract.
25. Miscellaneous structures such as Shade ROB, Rail boundary post, bridges, maintenance and cleaning water ways and protection works on bridges, bridge tablet, steps on approaches and cleaning of bearing area. All the related assets at the project area of BDRCL shall be covered under the scope.

Special conditions for execution of maintenance work

26. An SSE/SE/ Pway retired as supervisor with movement facility shall be engaged by the contractor and he will coordinate and report to BDRCL authorize personal on daily basis. If contractor fails to comply with the required standards, procedures manual, instructions etc, a sum of Rs 1 lakh shall be recovered from the bill per month.
27. All staff should be physically fit and have A 3 medical category, to be certified by the registered medical practitioner.

Medical category	Positions under A 3 category	Visual Acuity
A 3	Loco inspector, JE/SSE- C&W, P.way, Loco, works, Signal & Telecommunication, Traffic inspector, Trolley men, Train clerk, Bridge inspectors.	6/9, 6/9 (Distant vision without glasses) 0.6/0.6 (Near vision without glasses)

Physically Efficiency test 2021

Physically Efficiency test for the male candidates	Physically Efficiency test for the female candidates
1) You should be able to lift and carry 35 kg of weight for a distance of 100 meters in 2 minutes in one chance without putting the weight down. 2) You should be able to run for a distance of 1000 meters in 4 minutes and 15 seconds in one chance	1) You should be able to lift and carry 20 kg of weight for a distance of 100 meters in 2 minutes in one chance without putting the weight down. 2) You should be able to run for a distance of 1000 meters in 5 minutes and 40 seconds in one chance.

28. 33% maintenance staff of the contractor shall be available at tool box locations on round the clock basis.
29. Contractor shall provide retired railways track maintenance mates or similar experienced person for each gang & if contractor fails to deploy them its sum of Rs 30,000 shall be recovered per person from the bill on monthly basis
30. Labour once engaged should normally remain on rolls of the contractor. If contractor wants to change labour then contractor has to train them at their own cost including medical examination cost.
31. Contractor shall have adequate nos. of tools of each type with spare nos. Each gang should carry the tools as per the provisions of IRPWM to the work site and non-availability of tools at site shall tantamount to absence on that day.
32. Each gang shall install a camera of suitable classification with the internet connection at the work site each day so that the work can be supervised remotely. As soon as a gang reaches the work place, a photo of all the staff tools and in charge shall be taken and transmitted to the concerned WhatsApp group. Photos shall be taken in such a way that the back ground is clear to verify their location such as km post station name board etc however photos shall be taken cautiously so as to avoid any danger from the trains in the section.

33. Contractor's SSE, mate or trackmen shall be competent to stop the traffic if they notice any unsafe situation on track but shall immediately intimate BDRCL engineers and staff. In case of accidents, floods or buckling contractor staff shall immediately report to the site if ordered. Any disobedience in this matter shall invite a minimum penalty of Rs. 50,000/- (Rupees Fifty Thousand) on each occasion.
34. Any Item of chapters of USSOR-2011 & IRUSSOR_SOR_2019 can be operated as required.
35. Price variation clause (46A PVC) will be applicable as per GCC_July_2020. The price variation clause can be requested for after successful completion of one year of the contract subject to approval of the BDRCL. The variation will be review within 3 months from the date of request of the contractor and will be effective from the date of approval of BDRCL.

Methodology:

1. Contractor shall be responsible to arrange suitable manpower, tool and plants for the execution of machinery for doing the work.
2. All staff shall be fit in A3 medical category as per railway standards. All the staff shall be well conversant in safety procedures laid down to protect the track. Details of all the staff with their adhaar card, police verification, bank account if applicable and ESI details shall be made available to the engineer.
3. Contractor shall be required to form up to 4 gangs as per SOR item to look after the maintenance for each 20 km of track and one exclusive gang for the Yard at Dahej. **However Key men patrol of the entire route will be done by the BDRCL staff and all the key men will give their daily report to the concerned gangs. It shall be the duty of the gang supervisor to follow the key men report every day. In emergency situations instructions of the key man shall be followed by the gang without delay and question.**

Tentative beat of the gangs may be as under:

Gang Details		
Sr No.	Gang No.	Beat of Gang
1	1	0/0 to 30/0 km including Tham Yard
2	2	30/0 to 62/0 km

The above gangs may be increased or decreased as per site requirement. Gangs may be partly or fully utilized for the purpose of patrolling and other emergent works and in such cases payment of that relevant item shall be made

4. Minimum equipment per gang shall be as under:

List of Tools Supplied by contractor along with labour& Supervisor		
Sr.No.	Name of Tools	Nos.
1	Beater	1 per person
2	Crow bar	12 Per gang
3	Rake Ballast	10 per Gang
4	Wire Claws(Panja)	8 per Gang

5	Cane Bowl	1 per Gang
6	Track Measuring lit	1 per Gang
7	Rail Thermometer	1 per Gang
8	Cane Basket	12 per Gang
9	Wire Basket	12 per Gang
10	Jim crew	1 per Gang
11	Hammer off sizes	2 per Gang
12	Hooter	1 per Gang
13	HS flag Red	2 per Gang
14	HS flag Green	1 per Gang
15	Banner Flag Red (with handle and fixing arrangement)	2 per Gang
16	Lifting Jack for Track	2 per Gang
17	Detonators	1 Box(10 no)(To be supplied by BDRCL)
18	First Aid Box (complete)	1 per gang

4a) Equipment of Monsoon Patrolmen–

- a. Each Patrolman shall be provided with the following equipment and such other, as may be prescribed by special instructions:
- b. One staff (preferably foldable).
- c. Number plate 15cm Square (to be numbered consecutively from the beginning of each SSE/P.Way (In-charge) length in white letters on black background).
- d. 10 detonators in a tin case.(will be supplied by BDRCL)
- e. Warning signals (a red flashing rechargeable LED torch/hand signal lamp at night or red flag during day as per Para 3.65 of GR). Three warning signals on double/multiple lines, Ghat sections, suburban and automatic block territories and two warning signals on single line sections
- f. Protective clothing according to local dress regulations including industrial safety shoe / Gum boots, Safety jacket, Rain coat, Helmet with Headlight.
- g. One matchbox.
- h. Two red flags and one green flag (day patrol only).
- i. Patrol book in a tin case.
- j. One three cell Electric torch.
- k. Whistle thunderer.
- l. One haversack.

4b) The hot weather patrolman should always carry the following equipment:-

HS Flags – Red	2
Staff for Flags	1
Detonators(will be supplied by BDRCL)	10
Canne-a-boule fitted with rubber ball	1

4c) Cold weather patrolman should carry the following equipment:

- a. 10 fog signals in a tincase (To be supplied by BDRCL)

- b. Two tri-color hand signal lamps/Rechargeable LED torch
 - c. One matchbox
 - d. Two red flags and one green flag
 - e. One three-cell electric torch
 - f. One staff
 - g. Number plate
 - h. Spanner
 - i. Protective clothing according to local dress regulations including industrial safety shoe / Gum boots, Safety jacket, Rain coat, Helmet with Headlight.
5. Contractor shall arrange transport to each gang so that it reaches the spot of work within 60 minute of start of duty. Movement of contractor's staff for inspections/routine maintenance shall be done with their own means. Contractor must have ensure the atleast required vehicles for the mobility of its staff on the section at his own cost.
 6. BDRCL has reserve right to inspect any documents/information arising out of this tender at any time and contractor has obligation to furnish the same to BDRCL.
 7. A gang chart for each gang shall be made in which day to day progress with location is marked each day. In this planning of work may also be marked and got approved from the engineer in charge or his representative.
 8. Each gang will take its photo with all T&P in such a way that its location from the OHE post no is identified. Gang will also take a photo of the track to be attended and put it on the WhatsApp group created by the BDRCL for this purpose
 9. After the completion of the day work a photo of whole gang will aging be taken along with photo of the work done
 10. Parameters of track before the work and after the work shall be recorded posted in the group by every gang
 11. **Bill of quantity is based on USSOR of Indian Railway in 2019 and a tentative schedule is annexed provided in the contract in the tender. However, chapter wise quantities may vary as per site requirement and the same cannot be denied by the contractor till the over variation in the contract does not exceed 25% of the value of the contract.**
 12. Each gang shall be headed by a supervisor preferably retired railway supervisor who has sufficient knowledge and experience of track maintenance. He shall identify the work to be done with exact location well in advance and submit the weekly planning for each gang.
 13. **Safety of track:**

Once the track is handed over to the contractor then the agency shall be responsible for the safety of train movement on the maximum permissible speed till the completion of contract period plus three month. If due to any reason work is not done or not done properly and it is felt that the track is not fit for unrestricted speed than contractor engineer shall inform the nearest station master and the engineer in charge so that trains speed is regulated and for this contractor's track supervisor and the gang mates shall be empowered to stop the traffic to avert the accident.

**Schedule of Zonal work BH-DHF Section
As per USSOR 2011**

Sr No	Item No.	Description	Unit	Rate as per USSOR-2011	Approx QTY (For 1 year)	Amount (For 1 year)	Approx QTY (For 3 year)	Amount (For 3 year)
1	011010	Earth work in excavation as per approved drawings and dumping at embankment site or spoil heap, within railway land, including 50m lead and 1.5m lift, the lead to be measured from the centre of gravity of excavation to centre of gravity of spoil heap: the lift to be measured from natural ground level and paid for inlayers of 1.5m each, including incidental work, as per specifications-in						
	011011	All kind of soils	cum	109.36	1000	109360	3000	328080
2	013120	Earthwork in filling in embankment, guide bunds, around buried type abutments, bridge gaps, trolley refuges, rain bunds if provided, platforms etc. with earth excavated from outside railway boundary entirely arranged by the contractor at his own cost as per RDSO's latest guidelines and specifications and special condition of contract including all leads, royalty, lifts, ascents, descents, crossing of nallahs or any other obstructions. The rates shall include all dressing of bank to final profile, demarcation and setting out of profile, site clearance, removing of shrubs, roots of vegetations growth, heavy grass, benching of existing slope of old bank, all handling/re-handling. taxes, octroi and royalty etc. as a complete job. Cut trees shall be property of railways and to be deposited in	cum	129.35	1000	129350	3000	388050

		the railway godown unless specified otherwise in the Special conditions of contract						
3	013130	Extra for mechanical compaction of earth/blanketing material filled in embankment with contractor's rollers of suitable capacity, type and size to achieve specified density as per specification, testing as per IS codes incl. cost of water, T&P consumable material and all labour as a complete job. The work is to be executed as per Latest edition of "Guidelines for Earthwork in Railway Projects" issued by RDSO, Lucknow	cum	13.30	1000	13300	3000	39900
4	013150	Laying and spreading blanketing materials (Natural or Mechanically prepared as per GE -1 or G.E.IRS-2) over new/ old embankment/ cutting in layers of 30 cm in loose state to make the embankment of designed profile as per specifications. The rate is inclusive of initial site clearance, cutting of shrubs, removal of roots of vegetation growth & heavy grass, surfacing and leveling to give required slope, benching if required on existing bank slope, dressing and finishing of bank, all lead & lift, ascent, descent, crossing of nallahs/ other obstructions, as a complete job. Note - The rate does not include supply / compaction of blanketing material at site which shall be paid separately. spreading the material and final dressing of slopes and top surface as per specified camber using contractor's own machinery, equipment, T&P labour etc.,	cum	71.91	500	35955	1500	107865

5	021070	Loading/Unloading ballast, kankar, brickbats, stone- chips, shingle, stone boulders, block kankar, pitching stones , rubble stones, laterite, coal, surkhi, dry mortar, sand , moorum, earth, manure or sludge, ashes, lime etc., including lead up to 50m and stacking into/from trucks, trailers or wagons	cum	37.75	6000	226500	18000	679500
6	021080	Leading ballast, kankar, surkhi, lime, sand, ashes, stone- chips, pitching, stone, boulders, soling, stone, rubble stone, brickbats, shingle, dry mortar, laterite or similar materials including picking up and stacking, lead up to 50m	cum	88.68	6000	532080	18000	1596240
7	021081	Additional lead for every subsequent 50m or part thereof, over 50m and up to 500m over item no. 021080	cum	22.09	6000	132540	18000	397620
8	021090	Leading ballast, kankar, brickbats, stone- chips, shingle, stone boulders, block kankar, pitching stones, rubble stones, laterite, coal, surkhi, dry mortar, sand, moorum, earth, manure or sludge, ashes, lime, debris, muck, malba, etc. for lead up to 25 km. Note: Lead under this item is payable when the same exceeds 500 M.	cum	59.54	6000	357240	18000	1071720
9	117080	Oil bound distemper after removing old white/ colour wash by scrapping and sand papering etc., preparing the surface smooth including necessary repairs to scratches with putty etc complete						
	117081	Two or more coat, to give an even shade	Sqm	60.65	5000	303250	15000	909750
10	112040	Providing and applying plaster of Paris putty of 2mm average thickness over plastered surface to prepare the surface even and smooth	Sqm	99.89	5000	499450	15000	1498350

		complete						
11	117090	Plastic emulsion paint after removing white/colour wash by scrapping and sand papering etc., preparing the surface smooth including necessary repairs to scratches with putty etc complete						
	117091	Two or more coat, to give an even shade	Sqm	89.53	3000	268590	9000	805770
12	121150	Painting two coats (excluding priming coat) with chocolate, red, grey or buff ready mixed paint of approved quality, on steel or wood work	Sqm	51.32	500	25660	1500	76980
13	41010	Providing and laying in position M 20 Grade concrete for reinforced concrete structural elements but excluding cost of centering, shuttering, reinforcement and Admixtures in recommended proportion (as per IS:9103) to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer in charge						
	41011	All work up to plinth level, including raft foundation of washable aprons, HS tank, pile cap, footings of FOB, and Platform shelter etc.	cum	1931.52	500	965760	1500	2897280
14	45010	Supplying Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete.						
	45011	Mild steel and medium tensile steel bars	Kg	55.53	350	19435.5	1050	58306.5

15	105010	Providing & laying water-proof treatment on roof slabs by applying after preparation, cement slurry mixed with Tape Crete acrylic based polymer water proofing compound (having solid content 30% ± 2, pH >7) in a ratio of 2:1 (2 cement: 1 water proofing compound), followed by laying of fiber glass cloth; 2nd coat of cement slurry mixed with acrylic based polymer water proofing compound and a final coat of water proofing compound brush topping having water proofing compound, cement and c/sand @1:2:2 by weight. Complete job to be carried out as per specifications	Sqm	567.21	600	340326	1800	1020978
16	105020	Providing & laying corner fillet (Gola) 25mmx25mm size at junction of walls & slab and pipe joints sealing by cement sand mortar 1:3 mixed with Tape crete acrylic based polymer waterproofing compound (having solid content 30% ± 2, pH >7) at 0.5% of cement by weight.	metre	23.86	400	9544	1200	28632
17	252020	Mooruam	cum	460	1000	460000	3000	1380000
18	252120	Coarse sand (Minimum zone III)	cum	632.50	200	126500	600	379500
19	252160	Coal tar	litre	29.90	1000	29900	3000	89700
20	221050	Providing and laying Pitching with stone boulders weighing not less than 35 kg each with the voids filled with spalls on slopes laid over prepared filter media including boulder apron laid dry in front of toe of embankment complete as per drawing and Technical specifications (Filter media to be paid separately under the relevant item)	cum	969.21	150	145381.5	450	436144.5

21	221070	Providing and laying Filter Material as Per RDO Specifications underneath pitching in slopes complete as per drawing and Technical specification	cum	1101.14	16.8	18497	50.4	55497.46
22	221080	Providing and Laying of a permeable geotextile filter between pitching and embankment slopes on which pitching is laid to prevent escape of the embankment material through voids of the stone pitching/cement concrete blocks as well as to allow free movement of water without creating any uplift head on the pitching. as per RDSO guide lines						
	221082	With GJT-Type 2 (For less severe conditions)	Sqm	37.28	280	10438	840	31315.2
23	14090	Earth work in embankment from Railway land for repairing of cess/formation/level crossing, rain cuts etc. to make the surface to the desired level and slope to the entire satisfaction of Engineer-in-charge. The rate will include free lead up to 200 M, all lifts, descends, ascends, crossing of track/road/nallah etc. including breaking of clods etc and compaction by roller/rammers/tempting rods etc. Note- This item is only to be paid when specially ordered in writing.	cum	92.97	150	13945.5	450	41836.5
24	098020	Supplying and laying interlocking pre-cast CC block pavers of approved design factory manufactured of specified grade cement concrete on passenger platform, foot paths, circulating area, etc, including setting in position over 25mm thick bedding layer of fine sand, filling the joints with fine sand, leveling including						

		compaction as per IS 15658						
	098021	60 mm thick blocks of M30 grade for light traffic	sqm	503.80	600	302280	1800	906840
	098023	120mm thick blocks of M40 grade for heavy traffic	sqm	622.85	800	498280	2400	1494840
25	252120	Coarse sand(Minimum zone-III)	cum	632.50	100	63250	300	189750
	TOTAL					5636813		1,69,10,445

NOTE: Any Item of chapters of USSOR-2011 & IRUSSOR_SOR_2019 can be operated as required.

THE END