

Tender No.: BDRCL/ENGINEERING/Annual Asset Maintenance/2026-2028

Bharuch Dahej Railway Company Limited



OPEN TENDER

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 section of BDRCL for 2 years.

REQUEST FOR PROPOSAL DOCUMENT

OPEN TENDER NO: BDRCL/ENGINEERING/Annual Asset Maintenance/2026-28

KEY INFORMATION

Issue of Notice for Tender	28.08.2026
Tender Submission	28.09.2026 by 14.00 hrs.
Opening of Tender	28.09.2026 by 16.30 hrs.

AGM(Civil)

**Bharuch Dahej Railway Company Limited
#39-42,3rd Floor, H Block, Indra Palace,
Connaught Circus, Middle Circle, New Delhi-110 001**

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DISCLAIMER

1. Though adequate care has been taken in the preparation of this Open Tender, the Tenderer should satisfy itself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office within 5 days of submission of Tender, it shall be deemed that the Open Tender is complete in all respects and the Tenderer is satisfied that the Open Tender is complete in all respects.
2. Bharuch Dahej Railway Company Limited, herewith mentioned as BDRCL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Open Tender. Therefore, each Tenderer should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Open Tender and obtain independent advice from appropriate sources. The Tenderer shall bear all its costs associated with the preparation and submission of its tender including expenses associated with any clarifications which may be required from BDRCL or any other costs incurred in connection with or relating to its Tender. All such costs and expenses will remain with the Tenderer and BDRCL shall not be liable in any manner.
3. BDRCL will have NO liability to any Tenderer or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Open Tender , any matter deemed to form part of this Open Tender , the award of the License, the information and any other information supplied by or on behalf of BDRCL or otherwise arising in any way from the selection process of the License.
4. The issue of this Document does not imply that BDRCL is bound to select the Tenderer or to appoint the Selected Tenderer. BDRCL reserves the right to reject any or all of the Tenders submitted in response to this Open Tender at any stage without assigning any reasons whatsoever. BDRCL also reserves the right to withhold or withdraw the process at any stage with intimation to all Tenderers who have submitted the Tender.
5. BDRCL reserves the right to change/ modify/amend any or all of the provisions of this Tender at any stage. Such changes shall be notified to all Tenderers by BDRCL.

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TENDER NOTICE

Sealed Open Tender is invited for taking up the following work:

SN	NAME OF WORK	Estimated Cost (Rs.)	EMD Amount (Rs.)	Cost of Open Tender (Rs.)	Completion Period
1	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 section of BDRCL for 2 years.	Rs. 4,68,70,348/- (Rupees Four Crore Sixty-Eight Lakhs Seventy Thousand Three Hundred Forty-Eight only)	Rs. 3,84,400/- (Three lakhs Eighty-Four Thousand Four Hundred only)	Rs. /- 10,000/- (Rupees Ten Thousand Only)	24 months

SALE OF TENDERS

Non-Transferable Open Tender will be issued individually on requisition in writing from the intended Tenderers or their accredited representatives.

Open Tender can be obtained from the office of the

AGM(Civil)

Bharuch Dahej Railway Company Limited

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Connaught Circus, Middle Circle, New Delhi-110 001

on payment of the prescribed cost during working hours on any working day as per the date mentioned below:

- Sale of Open Tender begins on = 28.08.2026.
- Sale of Open Tender closes on = 28.09.2026 at 14.00 HRS.

The Tender document can also be downloaded from BDRCL web site www.bdrail.in with effect from 28.08.2026. **The cost of Document is Rs. 10,000/- (Rupees Ten thousand only)** to be payable by Demand Draft. Demand Draft is payable in favour of BHARUCH DAHEJ RAILWAY COMPANY LIMITED payable at New Delhi should be submitted along with the offer at the time of submission in a separate envelope marked “Cost of Tender Document”, failing which the offer

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will be summarily rejected. Under no circumstances the cost of Tender Document will be refunded to the applicants.

1. SUBMISSION OF TENDERS:

The tenders duly filled shall be submitted in the in the tender box kept in the Office of BDRCL, Vadodara at date and Time mentioned below:

Last Date & Time for submission of tender 28.09.2026 by 14.00 hrs at the Office of BDRCL, New Delhi.

1.1 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.

1.2 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.

- 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.

1.3 Delayed/ Post Tender Submission of Documents/ information of Mandatory Nature linked to Eligibility Criteria called for a Tender stage will be rejected.

1.4 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.

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- (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.

**AGM (Civil)
BDRCL, New Delhi**

2. ELIGIBILITY OF BIDDERS

2.1 Technical Eligibility Criteria:

All Tenders shall be screened for the eligibility norms detailed below. Tenderer not meeting with these norms shall be summarily rejected.

2.2 The Tenderer should have done the work : -

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., or Construction of Railway Line.

2.3 The Tenderer should be either an Individual or a Company incorporated under the Companies Act, 1956 or a Partnership Firm registered under the Partnership Act, 1932 or a Limited Liability Partnership registered under the LLP Act, 2008.

2.4 Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

2.5 Financial Eligibility Criteria:

The tenderer must have minimum average annual contractual turnover of 1.5 V/N crores; where
V= Advertised value of the tender in crores of Rupees

N= Number of years prescribed for completion of work for which bids have been invited.

The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

The tenderers shall submit requisite information, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

The total average 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. The tenderer should enclose the copies of work order, final bill, completion certificate from relevant railway/government authority Public Sector Company and Other Railway SPV and Private Railway Lines in support of successful completion of work failing which their tender may be rejected. Partially completed works shall not be considered.

Note:

- a) In case of composite works involving combination of different works, value of separately completed similar works can also be considered for evaluating the eligibility.
- b) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, should be considered.
- c) In case the tenderer is not a prime Tenderer but a sub-Tenderer, the tenderer's experience as sub-Tenderer will be taken into account if the contract in support of qualification is a subcontract in compliance with the provision of such sub- contract in the original contract awarded to prime Tenderer.

Tenders which satisfy the above criteria will be called "eligible Tender". Only eligible Tenders shall be considered for evaluation.

2.6 Additional Mandatory Documents required to be submitted with this Tender

- 2.6.1 The Tenderer must submit the attested copies of following documents along-with this tender. Any failure in submission of these documents may render the tender ineligible.
- a) Document showing PAN/ GST Number .
 - b) Copy of balance sheet duly certified by Chartered Accountant & Income Tax Returns of last 3 financial years.
 - c) List of tools and plants necessary to execute this work.
 - d) List of qualified personnel (with their qualifications) for execution of this work.
 - e) List of On-going Works (along-with Location, Awarded Cost of Work, Payments received until date of Tender, anticipated date of completion of these works)
 - f) List of Works tendered, along-with advertised cost of work, location, etc.
 - g) A Self Declaration regarding delisting/banning by any Govt. or Public Sector agency.
 - h) Address proof.

3. INSTRUCTIONS TO TENDERERS

Tender is invited from Tenderers for the work of **"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 section of BDRCL"** for 2 years.

The tender should be furnished in the format at Chapter 4 with the documents specified in this Document.

3.1 GENERAL INSTRUCTIONS

- 3.1.1 The Tenderer shall pay to BDRCL a non-refundable sum of Rs. 10,000/- (Rupees Ten Thousand only) as the Cost of this Document to be payable by Demand Draft. Demand Draft is payable in favour of BHARUCH DAHEJ RAILWAY COMPANY LIMITED payable at New Delhi should be submitted along with the offer at the time of submission in a separate envelope marked "Cost of Tender Document".

3.1.2 The Tenderer shall deposit an Earnest Money/Bid Security of Rs 3,84,400 (Three lakhs Eighty Four Thousand Four Hundred only) BDRCL shall not be liable to pay any interest on the Earnest Money. The Earnest Money/ Bid Security shall be deposited in the form of Demand Draft or Account Payee Cheque issued by a Scheduled Commercial Bank in favour of Bharuch Dahej Railway Company Limited payable at New Delhi.

3.1.3 The validity period of the demand draft shall not be less than 90 days from the Tender Due Date, and may be extended as mutually agreed between the BDRCL and the Tenderer from time to time. The Tender shall be summarily rejected if it is not accompanied by the valid Earnest Money.

3.1.4 The Earnest Money of unsuccessful Tenderers shall be returned, without any interest, as promptly as possible on the acceptance of the Tender of the successful Tenderer or when the Tender is cancelled, except in the case of the Selected Tenderer whose Earnest Money shall be retained till it has provided a Security Deposit under the Contract Agreement for the entire duration of the contract.

3.1.5 Any condition or qualification or any other stipulation contained in the Open Tenders shall render the Tender liable to rejection as a non-responsive Tender.

3.1.6 Any information contained in the Tender shall not in any way be construed as binding on BDRCL, but shall be binding against the Tenderer, if the Tender is subsequently awarded to it on the basis of such information.

3.1.7 BDRCL reserves the right not to proceed with the Tendering Process at any time without notice or liability and to reject any/all Tenders without assigning any reasons.

3.1.8 BDRCL reserves the right to forfeit the Earnest Money if:

- (a) At any time, a material misrepresentation is made by the Tenderer or
- (b) The Tenderer does not provide, within the time specified by the BDRCL, the supplemental information sought by BDRCL for evaluation of the Tender, or
- (c) Any ambiguity, non-clarity and/or apparent mistake of the Tenderer, as determined by BDRCL.

Such misrepresentation/improper response shall lead to the disqualification of the Tenderer.

3.1.9 Any queries or request for additional information concerning this Tender shall be submitted in writing to the AGM (Civil), BDRCL, New Delhi or by email to agmcivil@bdrail.in - Mobile No.8601080257. The envelopes/ communication shall clearly bear the following identification/ title: "Clarification for Tender No:

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3.1.10 Care in Submission of Tenders:

- (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and

that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the BDRCL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

(a) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

(b) The BDRCL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

(v) The Contractor has agreed with the BDRCL for performance of the works set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

3.2 BRIEF DESCRIPTION OF THE TENDERING PROCESS

3.2.1 Tenderers would be required to furnish/submit all the information specified in this Document including information sought in respect of qualifications of the tenderer as well as the price offer.

3.2.2 The Tenderers shall be responsible for all of the costs associated with the preparation of their Tenders and their participation in the Tendering Process. BDRCL shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Tendering Process.

3.2.3 BDRCL reserves the right to accept or reject any Tender, to cancel or modify the process or any part thereof or to vary any of the terms and conditions, and/or to annul the Tendering Process and reject all Tenders, at any time during the Tendering Process, without thereby incurring any liability to the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) of the grounds for BDRCL's action.

3.2.4 Tenders with alterations, overwriting etc. shall be summarily rejected.

3.3 SEALING AND MARKING OF TENDERS

3.3.1 The envelope containing the tender superscribed with the Tender Number and Due Date of submission, shall be addressed to

AGM(Civil)

Bharuch Dahej Railway Company Limited

#39-42,3rd Floor, H Block, Indra Palace,

Connaught Circus, Middle Circle, New Delhi-110 001

3.3.2 The tender shall contain following documents:

- (i) Account Payee Cheque or Demand draft for Rs 3,84,400 (Three lakhs Eighty Four Thousand Four Hundred only) as Earnest Money in favour of Bharuch Dahej Railway Company Limited payable at New Delhi
- (ii) Power of Attorney for signing the Tender as per the format at Chapter 4 - C
- (iii) Copy of Memorandum and Articles of Association, if the Tenderer is a body corporate, and if a partnership then a copy of its Partnership Deed and if a LLP, then a copy of LLP Agreement.
- (iv) Copies of Tenderer's balance sheet and profit and loss account for the preceding 3 years duly audited by Chartered Accountant,
- (v) Copy of PAN, Latest copy of Income Tax Returns, / Works Contract Tax Registration / GST registration Certificate,
- (vi) The Techno-Commercial offer including duly signed Open Tender under the Tenderer's seal on all pages and the price offer specified Chapter – 4 A.

Envelopes not superscribed with Tender Number and Due date of submission are liable for rejection.

3.3.3 The Tenders can be sent either by hand delivery (dropped in the Tender Box), Registered Post or Courier to

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3.3.4 If the envelopes are not sealed and marked as instructed above, BDRCL assumes no responsibility for the misplacement or premature opening of the contents of the Tender and consequent losses, if any, suffered by the Tenderer.

3.3.5 Tenders submitted by fax, telex, telegram or e-mail shall be rejected.

3.4 TENDER DUE DATE

3.4.1 Tenders should be submitted on or before 28.09.2026 at 14:00 hours IST on the Tender Due Date, at the address provided in Clause 3.3.3 in the manner and form as detailed in this Document.

3.4.2 Tenders received by BDRCL after the specified time on the Tender Due Date shall not be eligible for consideration and shall be summarily rejected. If the Tender sent by registered post or courier arrives at the afore-mentioned address after the submission time on the due date, it will be treated as **LATE** Tender.

Last Date & Time for submission of tender 28.09.2026 by 14:00 hrs at the Office of BDRCL, New Delhi-110001.

3.5 PROPOSAL VALIDITY

The Tender including the Earnest Money shall remain valid for consideration of BDRCL for a period of 90 days from the **last date of submission of Tender** as specified in section 3.4 above. In case of any need, BDRCL may request the Tenderers to extend the period of validity of their Tenders on the same terms and conditions.

3.6 TENDER OPENING

Tenderers interested may like to be present at the BDRCL Office at the closing time of Tender submission and witness the Tender Opening immediately thereafter.

Representatives of Tenderers shall carry an authority letter from their firm.

Date & Time of Tender Opening : 28.09.2026 by 16:30 Hrs.

Place of Tender Opening : Office of BDRCL, New Delhi-110001

3.7 STATUTORY COMPLIANCES AS PER APPLICABLE LAWS

3.7.1 Upon acceptance of Tender by BDRCL, the Tenderer shall become the Tenderer of BDRCL for the work mentioned in this Tender.

3.7.2 The Tenderer shall obtain all legal licenses and approvals before the commencement of Contract. The Tenderer shall be solely responsible for any delay in commencing the work on account of delay in obtaining necessary legal approvals / licenses and the same shall not constitute a ground for extension of time for any purpose.

3.7.3 The Tenderer shall comply with the provisions of all labour legislations with regard to all his employees involved in the performance of this Contract, including the requirements of:

- i. Payment of Wages Act, 1936
- ii. Workmen's Compensation Act, 1923
- iii. Employees State Insurance Act, 1948
- iv. Prevention of Child Labour Act, 1986
- v. Contractor Labour (Regulation and Abolition) Act, 1970
- vi. Minimum wages Act, 1948
- vii. Provision of Employees Provident Fund and Miscellaneous Provisions Act, 1952
- viii. Employees' Pension Scheme, 1995
- ix. Factories Act, 1948.
- x. Enforcement of Employment of Manual Scavengers and construction of Dry Latrines (Prohibitions) Act, 1993.
- xi. Apprentices Act, 1961
- xii. Equal Remuneration Act, 1976
- xiii. Safai Karamcharis Act, 1993
- xiv. Industrial Disputes Act, 1947
- xv. Maternity Benefit Act, 1961
- xvi. Trade Unions Act, 1926
- xvii. Payment of Gratuity Act, 1972
- xviii. Payment of Bonus Act, 1965
- xix. Industrial Employment (Standing orders) Act, 1946
- xx. Sexual Harassment of Women at Workplace (Prevention, prohibition and Redressal) Act, 2013.
- xxi. All other applicable laws as may prevail and amended from time to time.

3.7.4 All liabilities like Salaries, wages and other statutory obligations in respect of the persons engaged by the Tenderer shall be the responsibility of the Tenderer. The Tenderer shall take necessary steps to cover its employees under the said enactments. Any required formalities/form in any manner required by the party from the Company, if any, it will be supplied only on written request of the Contractor. The above Compliances and other statutory Compliances as applicable must be fulfilled and submitted with the Monthly Bill. **In case Party has fails to submit the required Compliances, necessary deduction will be made @ 15% from the Monthly Running Bill over and above any deduction.**

3.7.5 If the Tenderer causes any liability to BDRCL due to any default on account of any statutory provisions or law, such as those mentioned in Para 3.7.3, 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.

4. SECTION - 1 INTRODUCTION

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 section of BDRCL**” for 2 years

4.1 The contents of this RFP Document include the following:

4.1.1 Information and Instructions to Applicants, Evaluation criteria for financial proposal

4.1.2 Covering letter / Proposal Submission Form

4.1.3 Financial Proposal Submission Form

4.1.4 Earnest Money Deposit Form.

5. SECTION -2

INSTRUCTIONS TO APPLICANTS

5.1 General

BDRCL invites open tender 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 section of BDRCL**” for 2 years.

5.1.1 The selection of the tenderer will be based on the lowest financial offers and competency from the qualified / eligible Tenderers.

5.1.2 Invitation for Tenders: The Applicants should submit their Tenders in separate covers as specified

5.1.3 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.

5.1.4 In preparing of the tender Proposals, applicants 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.

5.1.5 Applicants are requested to submit the proposal and all their correspondence in English.

5.1.6 BDRCL reserves its right not to select any or all of the applicant(s) without assigning any reason.

5.1.7 The RFP document can be downloaded from the Company’s website i.e., www.bdrail.in with effect from 28.08.2026. The cost of the tender document is Rs. 10,000/- (Rupees Ten Thousand Only) to be payable by **Demand Draft in favour of Bharuch Dahej Railway Company Limited payable at New Delhi** 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.”

5.2 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 NEW DELHI, for the sum of Rs. 3,84,400 (Three lakhs Eighty-Four Thousand Four Hundred 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 resile 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.

Note- (a) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.

- (i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ shall be exempted from payment of Bid Security detailed above.
- (ii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting is tender he will not resile 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 stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

(c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

(d) The Earnest Money deposited by the successful tenderer with his tender will be retained by the BDRCL 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.

5.3 CORRUPT PRACTICES :-

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

5.3.1 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.

5.3.2 ENQUIRIES & CLARIFICATIONS

Enquiries, if any, can be addressed to:

AGM(Civil)
Bharuch Dahej Railway Company Limited
#39-42, 3rd Floor, H Block, Indra Palace,
Connaught Circus, Middle Circle, New Delhi-110 001
Mobile No. 8601080257 Email: agmcivil@bdrail.in

5.4 SUBMISSION OF PROPOSAL

The Applicants shall submit its Proposal in the following covers:

Cover – 1: Cost of Tender Document. (Through Demand Draft) for Rs. 10,000/- Drawn in favor of BDRCL)

Cover - 2. Earnest Money Deposit. (Through Demand Draft/Account Payee Cheque) for Rs 3,84,400 (Three lakhs Eighty-Four Thousand Four Hundred only).

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.

5.4.1 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 - 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 section of BDRCL” for 2 years.

Submitted by____(Name of the Tenderer/Applicant)Submitted to

**AGM(Civil)
Bharuch Dahej Railway Company Limited
#39-42,3rd Floor, H Block, Indra Palace,
Connaught Circus, Middle Circle, New Delhi-110 001**

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.

5.4.2 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)- _____

5.4.3 Cover - 2 – Cost of Earnest Money Deposit

Cover 2. Cost of Earnest 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)- _____

5.4.4 Cover - 3 –Financial Proposal.

The applicant shall place the original Financial Proposal in a sealed envelope which shall be superscribed 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)- _____

5.5 LAST DATE OF TENDER SUBMISSION

The Proposals must be received by BDRCL by 28.09.2026 at 14:00 hrs at below address.

AGM(Civil)
Bharuch Dahej Railway Company Limited
#39-42,3rd Floor, H Block, Indra Palace,
Connaught Circus, Middle Circle, New Delhi-110 001

5.6 TENDER OPENING

5.6.1 Interested and eligible tenderers may be present in BDRCL office at the closing time of tender submission and witness the **Tender Opening at 16:30 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 un-opened condition.

5.6.2 After the tender opening, the evaluation of Financial Proposal received shall be initiated.

5.7 Preparation of Proposal: **FINANCIAL PROPOSAL**

5.7.1 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.

5.7.2 The financial proposal should be as per the format given.

5.7.3 The rates given in Schedule/Item are inclusive of GST. Hence no need to quote GST separately.

5.7.4 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.

5.7.5 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.

5.7.6 Organization of the Financial Proposal.

The Financial Proposal shall be organized in the following manner.

S. 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

5.8 OTHER INSTRUCTIONS:

All applicants should note the following:

5.8.1 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.

5.8.2 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.

5.8.3 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.

5.9 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:

5.9.1 ELIGIBILITY CRITERIA

5.9.2 (a) Technical eligibility criteria :

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

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.”, or Construction of Railway Line.

Note: The completion certificate is valid issued ending last day of month previous to the one in which tender is invited:

(b) Financial eligibility criteria :

The total average annual 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, for the work done for them and Audited Balance Sheet duly certified by a Chartered Accountant and Bank statement.

5.9.3 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.

5.10 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.

5.10.1 Supportive documents/ certificates from the organizations with whom they worked/are working should be closed.

5.10.2 Certificates from 'private individuals' for whom such works are executed/being Executed will not be accepted.

5.10.3 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).

- 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.

5.10.4 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.

5.10.5 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.

5.10.6 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.

5.10.7 The work is required to be completed within a period of 24 months from the date of issue of acceptance letter including intervening monsoon period.

5.10.8 Earnest Money should be paid through “DEMAND DRAFT/Account Payee Cheque of schedule bank” IN FAVOUR OF ‘BHARUCH DAHEJ RAILWAY COMPANY LIMITED Payable at New Delhi. 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 resile 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.

5.10.9 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.

5.10.10 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.

5.10.11 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.

5.10.12 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 28.09.2026 at 14:00 hours or Deposited in the box kept for the purpose. The boxes will** be sealed at 14:00 hours on 28.09.2026 and will be opened at 16:30 hours on 28.09.2026 at the place mentioned above.

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

5.10.14 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 undertake to assign reasons for declining to consider any particular tender or tenders.

5.10.15 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.

5.10.16 The tenderer shall keep the offer open for a minimum period of 90 days from the date of opening of the tender, within which period; the tenderer cannot withdraw his offer, subject to the period being extended further if required, by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of EMD for due performance of the fore going stipulations.

5.10.17 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.

5.10.18 In case of any clarity in interpretation of any clause of this Tender document, the interpretation as laid down by BDRCL shall prevail.

5.11 INSPECTION OF SITE BEFORE TENDERING

The tenderer shall inspect the proposed site of work and acquaint himself with the site conditions, working hours etc. and all relevant items connected with the execution of the work. He will be solely responsible for the inspection of site and there shall be no excuse for performance of the contract on this account.

5.12 Security Deposit: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encased by the BDRCL as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Deposit or the Part Security Deposit equal to or more than Bid Security, the BDRCL shall return the Bid Security, to the Contractor. Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 10% of the bill amount till the full Security Deposit is recovered. 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 (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided

however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

5.12.1 Refund of Security Deposit:

Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51. (1) and
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that BDRCL has No claim on Contractor and
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable.

5.12.2 Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with BDRCL under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.

5.12.3 No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.

6. Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e., from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the BDRCL, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated BDRCL shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value: -
 - (i) A deposit of Cash;

- (ii) Irrevocable Bank Guarantee;
 - (iii) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (iv) FDR in favour of Bharuch Dahej Railway Company Limited may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) In case the quoted rates are less than 10% of the estimated tender value, then Performance Guarantee has to be submitted amounting to 6% of the contract value instead of 5% of the contract value.
- (e) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (f) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (g) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encased.
- (h) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the BDRCL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay to BDRCL any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
- (iii) The Contract being determined or rescinded under clause 62 of these conditions.
1. By virtue of the provisions of the applicable Act or the Rules made there under 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 Rules, BDRCL will recover from the Tenderer, the amount of wages to be 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. 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.

3. 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 to forfeit Earnest Money /Security Deposit.
4. 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.

7. GST /COMMERCIAL TAX

State Govt./local bodies, GST/ Commercial Tax at the rate prescribed by the Govt. of State for works contract/construction contracts will be recovered from the bills from time to time for works carried out in the State Govt./local bodies.

8. TENDERER'S EXECUTIVE AT SITE

i. The Tenderer should nominate his representative on the works and at the site of work, which will be authorized to receive and acknowledge and implement the instruction and orders issued by the Engineer / Inspecting Officials of BDRCL. These representatives should also be authorized to receive, acknowledge and account for the materials issued by BDRCL for genuine use on the work. The attested specimen signature of the Tenderer(s) representatives shall be submitted and deposited with the Engineer-in-Charge of the work before starting the work.

ii. The Tenderer shall engage Supervisor whose duties shall be to give proper set out of instructions and complete execution of works in all respect as per detailed specifications. He shall also be responsible for the quality control and other related things of the work.

Signature of Tenderer

Date:.....

9. 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.

10. VARIATIONS IN EXTENT OF CONTRACT

- 10.1 Modification to Contract to be in Writing:** In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the BDRCL and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the BDRCL unless and until the same is incorporated in a formal instrument and signed by the BDRCL and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.
- 10.2 Powers of Modification to Contract:** The BDRCL shall be entitled by order in writing to **enlarge** or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- 10.3**
- (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.
 - (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.
 - (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates -
 - a. Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at **98%** of the rate awarded for that item in that particular tender;
 - b. Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at **96%** of the rate awarded for that item in that particular tender;
 - c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

d. Variation to quantities of Minor Value Item:

The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.

- (i) Quantities operated up to and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
- (ii) Quantities operated in excess of 100% but up to 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- (iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non-Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

10.4 Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

10.5 Price Variation Clause : Price Variation Clause as per Clause No.46A of General Conditions of Contract, 2022 will be applicable.

10.6 Any variation is subject to prior Approval of Competent Authority of the BDRCL in Writing.

11. Rates for Items of Works:

The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, molds, fittings, centering's, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass,

all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all center lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

11.1 Measurement of Works by Contractor's Authorized Representative (in case the contract provides for the same):

- (a) The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the BDRCL. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

- (i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

- (b) **Incorrect measurement, actions to be taken:** If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:
- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.
 - (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages equal to 15% of claimed gross bill value. In addition, the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 45(i) above.
- 12. "On-Account " Payments:** The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of six percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.
- 12.1 Rounding off Amounts:** The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto ₹1 will be reckoned as ₹ 1.
- 12.2 On Account Payments not Prejudicial to Final Settlement:** "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.
- 13. Certificate of Completion of Works:** As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the Railway. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

14. Maintenance Certificate:

1. The Contract shall not be considered as completed until a Maintenance Certificate, if applicable, shall have been signed by the Engineer stating that the works have been completed and **maintained** to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.
2. The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. 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 Railways against the contract concerned
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

**The AGM (Civil),
Bharuch - Dahej Railway Company Limited,
39-42, 3rd Floor, H - Block, Indra Palace,
Connaught Circus, Middle Circle,
New Delhi-110 001**

Dear Sir,

Sub:- 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 section of BDRCL” for 2 years.

The undersigned offer for Maintenance of Asset & P-Way between Bharuch-Samni-Dahej stations of BDRCL, in accordance with tender Document and our offer submitted herewith. We are hereby submitting our offer, 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 tender 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 agreement 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 LETTER HEAD**

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.

Sl. No.	Financial Year	Contractual Receipts from Works contracts executed for Govt. / Govt. Bodies / PSUs. (in ₹)	Remarks (if any)
(1)	(2)	(3)	(4)

Signature:

Name of CA with Membership No

Address: Office Seal with Registration No.:

Phone No.:

Email:

Date:

15 PART I: GENERAL CONDITIONS OF CONTRACT (GCC)

15.1 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 anyway 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.

15.2 Interpretation

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

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

15.2.3 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

15.2.4 Agreement – SCC.

15.3 Obligations of Agency / Tenderer.

15.4 Scope of Service to be performed by the Agency / Tenderer :

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

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

15.5 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.

15.6 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.

15.7 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.

15.8 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.

15.9 Engaging of Personnel

15.9.1 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.

15.9.2 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.

15.10 Representatives

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

15.11 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 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 delays 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.

15.11.1 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.

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

15.12 Liability of Agency/Tenderer to BDRCL

15.12.1 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.

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

15.13 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.

15.14 Contract Period

Following process should be followed for commencement of the contract period

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

15.14.2 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.

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

15.14.4 The contract period is for 24 months from the date of issue of letter of acceptance and performance will be reviewed on annual basis.

15.15 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.

15.16 Modifications

15.16.1 The Contract can be modified with mutual consent.

15.16.2 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".

15.16.3 It shall be the bounded duty of the Agency/Tenderer to strictly adhere to the time for Performance of various services indicated in the Contract.

15 A Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the **Contractor** shall fully and finally complete the whole of the works comprised in the contract (with such Modifications as maybe directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
- (ii) **Extension for Delay not due to BDRCL or Contractor:** If in the opinion of the engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway **under** Sub- Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
- (iii) **Extension for Delay due to BDRCL:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then

such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than one month before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than one month before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

- 15 B Extension of Time with Liquidated Damages (LD) for delay due to Contractor:** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the following rates of the contract value of the works.

Sr. No.	Duration of extension of time under Clause 17B	Rate of Liquidated Damages
(i)	Up to Twenty Five percent of original period of completion including period of extension of time granted under Section 17A(i)	As decided by Engineer, between 0.01% to 0.05% of contract value for each week or part of the week
(ii)	Above Twenty Five percent but up to Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.10 % of contract value for each week or part of the week
(iii)	Above Fifty percent of original period of completion including period of extension of time granted under Section 17A(i)	0.30 % of contract value for each week or part of the week

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed

5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

16. Extension of Time for Completion

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.

16.1.1 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.

16.2 Abandonment, Suspension or Termination

16.2.1 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 maybe deemed expedient and the Agency shall not be entitled to receive any further payment.

16.2.2 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.

16.3 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.

16.3.1 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: -

- 16.3.1.1 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.
- 16.3.1.2 Invoice, duly taking into account deployment/work done.
- 16.3.1.3 All records/reports prepared pursuant to Railway manuals applicable for the said work
- 16.3.1.4 Copy of previous month's contract specific EPF Challan.
- 16.3.1.5 Copy of previous month's contract specific ESI Challan.
- 16.3.1.6 Copy of previous month's / quarter's contract specific applicable Tax Challans.
- 16.3.1.7 Copy of any other applicable statutory compliance
- 16.3.1.8 Salary statements / proof of payment of salary
- 16.3.1.9 Necessary undertakings / annexure(s).
- 16.3.1.10 Other required Statutory Compliances as per the applicable Laws.
- 16.3.1.11 Any other document demanded by BDRCL

16.3.2 Time for Payment

The quality of works would be sufficiently checked by the Engineer In charge of BDRCL before passing of the monthly bills.

After the submission of bills completed in all respects to the entire satisfaction of BDRCL, BDRCL will to release the payments, through e-payment, within 45 days from the last date of submission of completed bills on actual quantity basis subject to fulfillment of Statutory Compliances to be followed by the Contractor and submitted with the Copy of Bill.

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.

16.3.3 Currency of Payment

All payments shall be made in Indian Rupees.

16.3.4 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.

16.4 Language and Law

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

16.5 Assignment and Sub-Contracts

16.5.1 The Agency shall not, without the written consent of BDRCL, assign the benefits from the Agreement.

16.5.2 The Agency shall not assign obligations under the Agreement without the written consent of BDRCL.

16.5.3 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.

16.6 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.

16.7 Conflicts of Interest

16.7.1 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.

16.7.2 The Agency shall not engage in any activity that might conflict with the interests of BDRCL under the Agreement.

17 INCOME TAX DEDUCTION:

17.1 As per Income Tax Act, Tax will be deducted for sums paid for carrying out the work under this contract. In case of supply contract for ballast, deduction of 2% (Two percent) Income tax will be made for the sums paid for labour portion only (i.e., loading, unloading, stacking, measurement and laying etc.). **1% labour cess shall be deducted from each RA bill** to be deposited with concerned labour Commissioner/State Govt.

18. 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

19. Publication

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

a. 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.

b. 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.

c. Conciliation and Arbitration

- i. 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.
 - ii. 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.
 - iii. The Conciliator shall make the settlement agreement after the parties reach agreement and given authenticated copy thereof to each of the parties.
 - iv. 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.
 - v. 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.
 - vi. Any dispute that cannot be settled through the Conciliation procedure shall be referred for Arbitration.
 - vii. 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.
- d. Arbitration
- i. 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.
 - ii. The place of arbitration shall be Vadodara, Gujarat, India.
 - iii. Each Party to the Dispute shall appoint one arbitrator and the two arbitrators so appointed shall mutually agreed 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.
 - iv. The language of the arbitration shall be English.
 - v. 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.

- vi. 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.
 - vii. Any modifications/ amendments in the prevailing Arbitration and Conciliation (Amendment) Act will be applicable.
- e. Force Majeure
- i. 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.
 - ii. 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.
 - iii. The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
 - iv. 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.
 - v. 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.
 - vi. 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.
 - vii. 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.

viii. 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.

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

a. 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.

b. Notices shall be delivered to: For BDRCL:

AGM(Civil)
Bharuch Dahej Railway Company Limited
#39-42,3rd Floor, H Block, Indra Palace,
Connaught Circus, Middle Circle,
New Delhi-110 001

For the Agency

Attention:

Facsimile:

Chapter-4

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(Civil),

BHARUCH DAHEJ RAILWAY COMPANY LIMITED

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.

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.

A sum of Rs. /- 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.

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(Civil)/BDRCL acting for and on behalf of MD/ BDRCL invites Tenders for the following works.
The closing Date and Time is 28.08.2026 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. 10,000/-
Advertised Value.	Rs.4,68,70,348/-
EMD	Rs 3,84,400/- (Three lakhs Eighty-Four Thousand Four Hundred only)
Tender Closing Date & Time	28.09.2026 at 14:00Hrs.
Tender Opening Date & Time	28.09.2026 at 16:30 Hrs.

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

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

4C - Power of Attorney for signing of Tender

Know all men by these presents, we (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate,

appoint and authorize Mr./ Ms (name),

..... son/daughter/wife of

..... and presently residing at... .., who is presently

employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the award of the contract 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 section of BDRCL for 2 years**” for which tenders are invited by BDRCL including but not limited to signing and submission of all Open Tenders, Tender and other documents and writings, participate in tenderers and other conferences and providing information/ responses to BDRCL, representing us in all matters before BDRCL, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with BDRCL in all matters in connection with or relating to or arising out of our Tender for the award of Contract to us and/or till the entering into of the Contract Agreement with BDRCL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED

PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY

OF..... 2026

For... (Signature, name, designation and address)

Witnesses:

1.

.....
2.

.....

Accepted

(Signature)

(Name, Title and Address of the

Attorney)

(Notarized)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

PROFORMA –1

1	Full name of Tenderer/s Construction firm and year of establishment.	
2	Registered/Head Office Address	
3	Branch Office in India	
4	Constitution of Firm give full details including name of partners/Executive/s Power of Attorney Holders etc.	
5	Particulars of registration with Government Semi-Govt. Organization, Public sector undertaking and local bodies etc.	

Note - The information furnished above shall be supported by authentic documents including registration number of the firm. The copies of documents submitted shall be duly self-attested.

Signature of the Tenderer

PROFORMA – II A

DETAILS OF WORKS OF SIMILAR NATURE CARRIED OUT

Sr. No.	Name of work	Organization for which Work done.	Place	Tendered cost	Time taken for completion of work		Principal features of the work in brief.	If performance certificate from the concerned Govt. Body/ Public Sector/ Private Organization is attached
					As stipulated in contract	Actual time taken		
1	2	3	4	5	6	7	8	9

Note:

The tenderers must attach performance certificate issued by the organization for which the work was carried out.

The information furnished above shall be supported by authentic documents. The copies of documents submitted should be duly attested by a gazette officer.

Signature of the Tenderer

PROFORMA – II B

DETAILS OF WORKS UNDER EXECUTION OR TENDERED FOR

Sr. No	Name of work	Organizati on for whom is being done/ Tendered.	Place	Tender ed cost.	Work in progress		Work Tendered for			Remarks
					Date of comme nceme nt	Expecte d date of completi on.	Estt. cost	Date When decisi on is expect ed.	Stipulate d date or period of completi on.	

Note:

The information furnished above shall be supported by authentic documents. The copies of documents submitted should be duly attested by Gazetted Officer.

Signature of the Tenderer

PROFORMA – III

DETAILS OF PLANT AND MACHINERY

Sr. No	Particulars of Plants/Machinery	No. of Unit	Kind and make	Capacity	Age and conditions	Remarks
1	2	3	4	5	6	7

Note: Indicate clearly, whether.

- (i) Owned by firm. Or
- (ii) To be purchased by firm giving date of placing order and likely date of receipt.

Signature of the Tenderer

PROFORMA – IV

PARTICULARS OF PERSONS TO BE EMPLOYED ON THE WORK

Sr. No.	Name & Designation	Qualification	Professional Experience	Remarks
1	2	3	4	5

Strike out if not applicable

Signature of the Tenderer

PROFORMA – V

SUB-TENDERERS

Item	Element of work	Approximate value	Name and address of Sub- Tenderer	Statement of similar works previously executed
1	2	3	4	5

Note: Details of Agreement/Acceptance of Sub-Tenderer / Associates be submitted wherever required.

Signature of the Tenderer

PART-II ANNEXURES

PROFORMA FOR TIME EXTENSION

No. _ Dated: _ Sub: (i)_(*name of work*). (ii) Acceptance letter
no. _

(iii) Understanding/Agreement no. _

Ref: _____ (*Quote specific application of Contractor
for
extension to the date received*) _____

Dear Sir,

1. The stipulated date for completion of the work mentioned above is_. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').
2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from _____ to_____.
3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of __(*give here the stipulated date for completion with/without any liquidated damage fixed earlier*) will be recovered from you as mentioned in Clause..... of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.
4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.
5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.
6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting up to this extension to complete the work by _____ (*here mention the extended date*), further action will be taken in terms of Clause 62of the Standard General Conditions of Contract.

Yours faithfully,

For and on behalf of the Managing Director,

Bharuch Dahej Railway Company Ltd.

CERTIFICATE OF FITNESS

1. (a) Serial Number____
(b) Date _ _____

 2. Name of person examined ____

 3. Father's Name: son/daughter of
Residing at _____

 4. Sex : _ _____

 5. Residence: _ _____

 6. Physical fitness

 7. Identification marks ____
 8. Date of birth, if available, and/or certified age _____
- I certify that I have personally examined (name)_who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is _years.
- I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult.
9. Reasons for :
(a) Refusal to grant certificate, or _____
(b) Revoking the certificate _____

Signature or left-hand Thumb
impression of the person examined.

Signature of Certifying Surgeon

Note: In case of physical disability, the exact details and cause of the physical disability should be clearly stated.

Registered Acknowledgement Due

**PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A
WHOLE/ IN PARTS(DETAILS OF PART OF WORK TO
BE MENTIONED)
BHARUCH DHAJ RAILWAY COMPANY LIMITED
(Without Prejudice)**

To

M/s

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. __, dated; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/ part of work (details of part of work to be mentioned).
2. Your attention is invited to this office/Chief Engineer's office letter no. __ ,dated _____in reference to your representation, dated_.
3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause of Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Managing Director,
Bharuch Dahej Railway Company Ltd.

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

BHARUCH DAHEJ RAILWAY COMPANY LIMITED

(Without Prejudice)

To

M/s

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Seven days' notice under Clause of Standard General Conditions of Contract was given to you under this office letter of even no., dated_; but you have taken no action to commence the work/show adequate progress of the work.
2. You are hereby given 48 hours' notice in terms of Clause of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the Managing Director,
Bharuch Dahej Railway Company Ltd.

Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE
BHARUCH DAHEJ RAILWAY COMPANY LIMITED
(Without Prejudice)

No. _____ Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated ;_but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause of Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

Kindly acknowledge receipt.

Yours faithfully,

For and on behalf of the Managing Director,
Bharuch Dahej Railway Company Ltd.

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK.....

(DETAILS OF PART OF WORK TO BE MENTIONED)

BHARUCH DAHEJ RAILWAY COMPANY LIMITED

(Without Prejudice)

To

M/s

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Seven days' notice under Clauseof Standard General Conditions of Contract was given to you under this office letter of even no., dated; but you have taken no action to commence the work/show adequate progress of the part of work (details of part to be mentioned).
2. You are hereby given 48 hours' notice in terms of Clause of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work (Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract shall stands reduced to

Kindly acknowledge receipt.

Yours faithfully,

For and on behalf of the Managing Director, Bharuch
Dahej Railway Company Ltd.

Registered Acknowledgement Due

**PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK
(DETAILS OF PART OF WORK TO BE
MENTIONED)**

BHARUCH DAHEJ RAILWAY COMPANY LIMITED

(Without Prejudice)

No. _

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work (details of part to be mentioned).
2. Your above part of work in contract (details of part to be mentioned) stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract stands reduced to

Kindly acknowledge receipt.

Yours faithfully,

For and on behalf of the Managing Director, Bharuch
Dahej Railway Company Ltd.

**FORM OF IRREVOCABLE GUARANTEE BOND FOR PERFORMANCE
GUARANTEE (PG).**

(The Bank Guarantee(BGs) to be submitted by the suppliers/contractors should be sent directly to “AGM(Civil) Bharuch Dahej Railway Company Limited, Bharuch Dahej Railway Company Limited, #39-42,3rd Floor, H Block, Indra Palace, Connaught Circus, Middle Circle, New Delhi-110 001
by the issuing Bank under Registered Post A. D.).

To,

The Managing Director,
Through the AGM (Civil),
Bharuch Dahej Railway Company Limited,
#39-42,3rd Floor, H Block, Indra Palace,
Connaught Circus, Middle Circle, New Delhi-110 001

1. In consideration of the Managing Director (hereinafter called “the **MD/BDRCL**”) having agreed to accept from. hereinafter called "the said Contractor/s”), under the terms and conditions of an Agreement/ Acceptance letter no. dated.....made between..... And(hereinafter called "the said Agreement”) the Performance Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs.....Rupees.....only). We, (indicate the name of the Bank hereinafter referred to as “the Bank”) at the request of contractor/s do hereby under take to pay the Government an amount not exceeding Rs.....against any loss or damage caused to or suffered by or would be caused to or suffered by Government by reason of any breach by said Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by contractor(s)/ suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present

being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have noagainst us for making such payment.

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

5. We,.....(indicate name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the Government against the said contract and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the contractor/s or for any forbearance act or omission on the part of the Government or indulgence by the Government to the said contractor(s) or such any matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/Supplier(s).

7. We,(indicate the name of Bank)undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated this day of 2026.

For_____

Signature of Tenderer

(Indicate the name of the Bank)
For BDRCL

21. GENERAL CONDITIONS OF CONTRACT

21.1 GENERAL

21.1.1 These special conditions and the work schedule shall govern the works to be executed under this contract.

21.1.2 Any special condition stated by the tenderer(s) in the covering letter submitted along with the tender shall be deemed as part of contract to such extent only as have explicitly been accepted by the BDRCL.

21.1.3 The movement of personnel with in the section for performance of duty shall be the responsibility of the Contractor at his own cost.

21.2 CESS CHARGES: For Tenderer's labour employed at stations where BDRCL sanitary facilities exist, Tenderer (s) shall be required to pay nominal cess charges as notified by BDRCL. For Security guard & Gate man working between stations or at isolated places where sanitary facilities do not exist, the Tenderer (s) shall be required to provide necessary facilities for their worker. In case of any failure by Tenderer, necessary facilities shall be provided by the BDRCL at the cost of Tenderer and expenditure thus incurred will be recovered from his bills.

21.3 RETURNS: During the execution of work, the Tenderer shall furnish to the Engineer-in-Charge every week, a classified return of number of the people employed on the work during the week preceding the period. The Tenderer shall also furnish to the Engineer-in-Charge a report of any accident which may have occurred within 24 hours of its occurrence.

21.4 WATER

21.4.1 The Tenderer shall make his own arrangements for potable and other water supply required for the execution of the work as well as for his Worker. However, if water is supplied by the BDRCL, the Tenderer(s) will have to pay water charges as decided by Engineer.

21.4.2 The Tenderer shall provide and maintain a sufficient supply of water fit for drinking at suitable places easily accessible to Worker.

21.5 PROVISIONS OF CONTRACT LABOUR (REGULATION & ABOLITION) ACT 1970

21.5.1 The Tenderer shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971,

as modified from time to time, wherever applicable and shall also indemnify BDRCL from and against any claims under this Act and the Rules.

21.5.2 The Tenderer shall obtain a valid license under the aforesaid Act before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

21.5.3 The Tenderer shall pay including the increased wages, if any, as per Minimum Wages Act to the labour employed by him directly or through sub-Tenderer the wages as per provisions of the contract or cause to be paid the wages to laborer indirectly engaged on the work including any engaged by his sub-Tenderers in connection with the said work, as the labour had been immediately employed by him. Nothing extra will be paid on this account and the rates quoted by him will take into account all contingencies even for the future.

21.5.4 In respect of all labour directly or indirectly employed on the work for performance of the Tenderer's part of the contract, the Tenderer shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.

21.5.5 By virtue of the provisions of this Act or the Rules, 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 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 under section 20 sub section (2) and section 21 subsection(4) of the aforesaid Act, 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.

21.5.6 The Tenderer shall, indemnify BDRCL against any claim for compensation arising out of section 12(1) Workmen's Compensation Act, 1923 and subsequent amendments thereof due to any reasons whatsoever.

21.6 ERRORS, OMISSIONS AND DISCREPANCIES

The Tenderer shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if any in doubt, shall bring it to the notice of the Engineer without

delay. In case of any contradiction, the printed rules and books should be followed and no claim for the misinterpretation shall be entertained.

In case of any clarity in interpretation of any clause of this Tender document, the interpretation as laid down by BDRCL shall prevail.

21.7 TRESPASS

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

21.8 INFLAMMABLE ARTICLES

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

21.9 PLEA OF CUSTOM

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

21.10 ARRANGEMENTS FOR PERMITS OR LICENCE

Arrangements for permits and license for materials will not be made by BDRCL or any assistance given. The Tenderer will have to make his own arrangements. Also, no import license shall be arranged by BDRCL for this work.

21.11 TAXES AND ROYALTIES

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

21.11.2 All taxes such as Income tax, GST and other taxes as prescribed by Central / State Govt. from time to time shall be applicable. The Tenderer shall be fully responsible for payments of all such taxes without any liability of BDRCL for deductions towards such taxes from the payments to Tenderer in accordance with rules in force from time to time.

21.12 DEDUCTION FOR INCOME TAX

BDRCL will deduct income tax on the gross amount and surcharge on income tax of each bill as prescribed by Government from time to time and such deduction of Income Tax shall be recorded while making payment to the Tenderer/s. The settlement of income tax should be made with the Income Tax authorities.

21.13 NOTICE TO PUBLIC BODIES

The Tenderer shall give to the municipality, police and other authorities all notices that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be levied on account of his operations in executing the Contract. He should make any damage to adjoining premises whether public or private and supply and maintain any lights, etc., required at night.

21.14 SETTING OUT

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

21.15 CARE OF STAFF

21.15.1 No quarters will be provided by BDRCL for the accommodation of the Tenderer or any of his staff employed on the work. The Tenderer may be allowed to erect any labour camps for housing the Worker at or near the site of work on available BDRCL land subject to payment of cess and water charges. The Tenderer shall at his own cost make all necessary and adequate arrangement for the importation, feeding and preservation of the hygiene of his staff. The Tenderer shall permit inspection at all times of all sanitary arrangements made by him, by BDRCL's Engineer or his representative.

21.16 DISASTER MANAGEMENT

The Vehicles and equipment of Tenderers can be drafted by BDRCL in the case of accident / natural calamities involving human lives for which the payment will be made as per the lowest prevailing rates.

21.17 FIRST AID

The Tenderer shall maintain adequate first aid kit at a readily accessible place under a responsible person who shall be readily available during working hours.

21.18 ANTI-MALARIA PRECAUTIONS

Every precaution shall be taken by the Tenderer to prevent the breeding of mosquitoes on the works and all receptacles used for the storage of water must be suitably protected for this purpose or must be emptied at close of the work every day.

21.19 ANTI-LARVAL TREATMENT

Tenderer shall be entirely responsible for ensuring that Anti-larval work as per the bye-laws of the local authorities' corporations or such other local bodies, etc., is provided at the cost of the Tenderer.

21.20 SAFETY PRECAUTIONS

21.20.1 The Tenderer shall at all times adopt such safe methods of work as will ensure safety of structure, equipment and labour. If at any time BDRCL finds the safety arrangements unsafe, the Tenderer shall take immediate corrective action as directed by the BDRCL in the matter which shall in no way absolve the Tenderer of his/their sole responsibility to adopt safe working methods.

21.20.2 The Tenderer shall design and execute temporary works, so as to ensure absolute safety of Tenderer personnel as well as BDRCL personnel engaged on the work. The Tenderer should indemnify BDRCL against damages and injury to workmen. BDRCL reserves the right to enforce safety regulations on the Tenderer and recover any cost which may be incurred for the purpose.

21.21 INSTRUCTION/DIRECTIVES OF THE BDRCL's REPRESENTATIVE

21.21.1 The Tenderer shall at all times, execute the contract work only in the presence and under the superintendence of the BDRCL's Representative specifically appointed on his behalf. No work under the contract shall therefore be commenced by the Tenderer without the express permission of this Representative.

21.21.2 Any act of non-compliance with the instruction/directives issued by the BDRCL's representative shall be considered as a default of the Tenderer. BDRCL shall be free to take appropriate action as provided in the contract for dealing with such defaults of the Tenderers. The decision of BDRCL's representative where there has been an act of non-compliance for the purpose of this clause shall be final and conclusive.

21.21.3 The instruction of BDRCL's representative shall not however absolve the Tenderer of his responsibility or reduce his responsibility in any manner whatsoever in regards to maintaining at all times the safe working conditions at the work site.

21.21.4 In the event of any non- compliance with such instructions/directives, apart from other remedies available to BDRCL, the BDRCL's representative may get the work done departmentally or through a third party at the cost of Tenderer to provide the requisite conditions for the safe and unhampered movement of BDRCL traffic. The cost determined by BDRCL's representative for the purpose of this clause shall be final and conclusive.

21.21.5 If the Tenderer persistently does not comply with the Instructions/Directives of the BDRCL's Representative, apart from and in addition to the remedies available to the BDRCL as specified herein above without prejudice to the BDRCL's rights in this regard, BDRCL, can suspend the Tenderer's work till the BDRCL's Representative is satisfied that the Tenderer is in a position to comply with the instructions/Directives. The decision of the BDRCL's Representative in this regard shall be final and conclusive. The Tenderer shall not have any claim whatsoever against the BDRCL for such short term/long term suspension of the contract work.

21.21.6 During the above-mentioned period of suspension of work, the Tenderer shall not in any manner attempt to carry out any work at the work site. Any such attempt of the Tenderer shall be deemed to be an unauthorized work on the Railway Track. For such acts, the Tenderer shall then be liable for further appropriate action under the relevant provisions of the Indian Railway Act.

21.22 AGREEMENT/SUB-AGREEMENT

21.22.1 One Contract Agreement will be entered into for the entire tender. However, for the purpose of payment and their finalization separate sub-agreement / work orders for individual schedules may be issued.

21.22.2 The successful tenderer shall pay all local charges in connection with the preparations of agreement stamping, registration and other incidental charges.

21.23 SIGNING OF CONTRACT DOCUMENTS

21.23.1 The tenderer whose tender is accepted shall be required to appear at the office of BDRCL, Vadodara, in person or as a firm within seven days after notice that the contract has been awarded to him. Duly authorized representatives shall so appear and to execute the contract documents. Failure to do so shall constitute a breach of the agreement affected by

the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

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

21.24 MODE AND TERMS OF PAYMENT

21.24.1 All payments will normally be made only for finished works on the basis of mode and terms of payments agreed upon and provided in the contract. Payment will be made for the actual work done at site on pro-rata basis every month.

21.25 SETTLEMENT OF DISPUTES

21.25.1 In the event of any dispute, controversy or claim of any kind or nature arising in connection with this work, the parties shall firstly attempt to amicably resolve such disputes through the highest level of negotiations and discussions.

21.25.2 The Tenderer shall put up his claim during the progress of work and not after completion of the work. All such claims and disputes shall be settled promptly during the progress of the works. The final authority for giving the decision on claims and disputes put up Tenderer shall be Managing Director, BDRCL. This provision shall be applicable for settlement of claims or disputes for value less than or equal to 20% of the value of the contract.

21.25.3 In the event of claims or disputes of value more than 20% of the value of the contract, the parties shall ask for arbitration as per the provisions of Arbitration and Conciliation Act 1996, but not before the completion of the work assigned to the Tenderer.

21.25.4 The Tenderer shall not be entitled to make any claim whatsoever against BDRCL under or by virtue of or arising out of this contract, nor shall BDRCL entertain or consider any such claim, if made by the Tenderer after he has signed 'No Claim Certificate' in favour of the BDRCL, after the works are finally measured up. The Tenderer is debarred from disputing the correctness of the items covered by "No Claim Certificate" or demanding a reference to arbitration, in respect thereof.

Signature of Tenderer

Date:.....

BHARUCH DAHEJ RAILWAY COMPANY LIMITED

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

- a. The price for each schedule shall be calculated and written against each schedule, in both figures and words in Columns 6 & 7 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 6 & 7 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.

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 aid with 60 KG new rails on 60KG PSC sleepers of 1660 per Km Sleeper Density on mainline & 52Kg 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:

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- 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, Vagra 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 if required.
3. Repair to embankment slopes and cess as per standard profile, if required
4. Overhauling and repair of level crossings, if required
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, if required
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, if required
15. Extraction and greasing of track fittings if necessary
16. Ultrasonic testing of the welds if required
17. Rail cutting, drilling fabrication of check rails guard rails and
18. Supply of earth moving and lifting machinery on hire basis, if required
19. Shallow screening and overhauling of track.
20. Jungle cleaning on cess and slopes.
21. Any other item desired by engineer in charge from the USSOR -2019 of western railway.
22. Rate should be quoted plus or minus as per TUSSOR 2019. (Formation works, Bridge works and P. way works.)
23. 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. Chavej
 - 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.

24. 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

25. **An SSE/SE/JE/P-Way retired as supervisor with movement facility shall be engaged by the contractor who will coordinate and report to BDRCL's authorized personal on daily basis. If contractor fails to comply with the required standards, procedures manual, instructions etc., a sum of Rs 50,000 thousand shall be recovered from the bill per month. No additional payment shall be made for the same.**

26. All staff should be physically fit and have B 1 medical category, to be certified by the registered medical practitioner. All staff must be in good mental & bodily health, and free from any defect likely to interfere with the effective performance of his duties got certified from registered medical practitioner.

27. 33% maintenance staff of the contractor shall be available at tool box locations on round the clock basis.

28. **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. No additional payment shall be made for the same.**

29. 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.

30. 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.

31. 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.

32. 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.

33. Any Item of chapters of WRUSSOR-2021 &DSR-CPWD can be operated as required.

34. Any item in the scheduled item will be operated on need basis. Contactor does not have claim for execution of any work only on the basis of it being mentioned in the Tender Document.

Methodology:

- Contractor shall be responsible to arrange suitable manpower, tool and plants for the execution of machinery for doing the work.
- All staff shall be fit in B1 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.
- Contractor shall be required to form up to 3 gangs as per SOR item to look after the maintenance for each 20 km of track. **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 tin case (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 minutes of start of duty. Movement of contractor's staff for inspections/routine maintenance shall be done with their own means. Contractor must have ensured the at least 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 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 2021 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 months. 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.

14. Works will be executed for Schedule- A as per Indian Railway P. Way Manual and specifications laid down by Indian Railways, and for Schedule-B as per DSR - CPWD and their specification and Schedule C, D & E of NS items as per relevant IS codes updated.
15. Payment will be done on the basis of actual work done on pro-rata basis.

(TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE)

FINANCIAL BID and Technical cum Commercial Bids shall be opened on due date in the presence of tenderers/their representatives as may wish to attend the same.

TENDER SCHEDULE

Name of work : Annual Asset Maintenance (Track and Civil Engineering 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 section of BDRCL for a period of two years

Sr. No.	USSOR ITEM/ DSR	Description of items	UNIT	Rate (₹)	QTY	AMOUNT (₹)
	SCH.A –WR- USSOR					
1.		Insertion of rails of all types & length in track, laid on any type & density of sleeper to the specified gauge under traffic block. Rates include fastening of rail with sleepers with standard set of fastenings and fixing of fish plates and bolts or, if required, providing gap for welding and stacking of released material without infringement within 250m as directed by Engineer-in-Charge. Note: Rail drilling and cutting to be paid separately :				
2.	61030/61032	For Casual/Scattered Rail Renewal work	RM	40.24	500	20120
3.	61020/61021	Dismantling and removing rail of all section & length from track, laid on any type & density of sleeper by removing fish plates, fastenings & fish bolts and other materials including stacking all released materials within an average distance of 500 metres as directed by Engineer in-charge. Note: 1.Cutting of rails shall be paid separately. 2.Work to be done under traffic block.:	TRM	48.05	500	24025
4.	62020-62021	Re-spacing of existing PSC sleepers for Increasing Sleeper Density (ISD) work in track after marking of sleeper spacing as per required sleeper density, including fixing all fastenings and initial packing and all associated work required to complete the work, as directed. Note: Insertion of new sleeper will be paid extra under relevant item.: For location of work not involving deep screening	TRM	177.73	300	53319

5.	62030-62031	Replacement of any type of sleepers in track with PSC sleepers lying on cess or at Bridge Approaches for casual renewal at isolated locations with all fittings complete to specified gauge & cross level with contractor's tools including packing and dressing of ballast, as directed by Engineer in-charge. Released materials shall be neatly stacked and handed over at specified location within an average lead of 250 m or near either side of Bridge approaches as directed.: Locations other than Ballasted Deck Bridge	Each	507.15	200	101430
6.	63010-63011	Fixing of fish plates with fish bolts on a joint of all rail sections duly lubricating fish plates/bolts with contractor's grease graphite in running track condition including transportation of fish plates and fish bolts from nearest station / store / level crossing. Note: Rail cutting & drilling to be paid separately.: Fish plates with 4 fish bolts.	Joint	223.01	150	33451.5
7.	63020	Through renewal of Metal / GFN liners in running track condition after cleaning of rail foot at liner seat, greasing of liner, liner seat and sealing of liner contact area at rail foot including removing, cleaning & lubrication of ER Clip & Insert Eye and re-driving the same with contractor's grease graphite of approved quality with all lead & lift.	Sleeper	27.7	15000	415500
8.	63040/	Through replacement of Grooved Rubber Sole pads(GRSP) on PSC sleepers duly removing the ERCs and liners and replacing the GRSP by just lifting the rail after cleaning the rail seat, refixing the liner and ERC after greasing of ERCs, liners and Liner contact area including sealing with Contractor's Grease Graphite Grade 'O' (IS:408) duly cleaning of rust/scale of ERC, Metal /GFN liners & SGCI insert by using wire brush, scrapper/sand emery paper etc., with all contractor's labour, tools, plants including collection and stacking of released materials at nominated locations within SSE Jurisdiction and as directed by Engineer-in-Charge.	Sleeper	32.62	25000	815500

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		Note: GRSP will be supplied at SSE/stores/depot.				
9.	63050-63052	Lubrication of fish plated rail joints under traffic, by using Grease Graphite Grade 'O' (IS:408) and Black oil supplied by contractor, for all types of rail sections as per procedure laid down in latest version of IRPWM and as directed by Engineer In charge. Note: Release U/S bolt & nuts is to be deposited back. If any fish bolts is jammed it should be cut with chisel and hammer and replaced with fresh fish bolt supplied.: For 610 mm long fish plates	Joint	89.9	80	7192
10.	63120/63122	Lubrication of Plate/Rail screws of Points and crossings, SEJs, Bridges, Curves etc., with greases graphite, including removal of screws carefully without damaging sleepers, cleaning with wire brush etc., both screws and dowel hole, applying grease graphite, refixing the screw and sealing the top and sides of screw with grease graphite to prevent ingress of moisture and corrosion with contractors labour, tools, consumables under traffic condition all lead and lift complete : By using Contractor's Grease graphite	Each	40.38	1500	60570
11.	83030	Boxing and profiling of ballast as per procedure prescribed in latest edition of IRPWM including cess dressing on both sides of track. The work will include removing excess ballast from track and putting the same in crib and shoulder by leading to a maximum of 50m including crossing of track, deweeding on ballast section etc and as directed by Engineer-In charge	TRM	28.14	8000	225120
12.	84040/84042	Unloading of ballast from Railway's Hopper Wagons, quantity distribution as per pre-defined site requirement, clearing infringements/jammed ballast, distributing the unloaded ballast uniformly over the track, profiling and boxing following all prescribed safety norms.: Under Conditions not requiring Traffic Block:	Cum	42.64	5000	213200
13.	124030/124032	Providing Caution Watchman at a location where caution order is imposed and ensuring to be on continuous vigil and exhibit necessary	Each	431.48	50	21574

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		hand signals to the trains for their passage over caution spot. Note: 1) Prescribed protection equipment shall be supplied by Railways and the same shall be returned after work is over. 2) If Contractor fails to post watchman at any time during one day, penalty at double the accepted rates will be levied and 3) The watchman nominated by the contractor will be screened for suitability as per Railway norms. : For Half Shift (4 hours)				
14.	135010-135013	De-stressing of LWR/CWR track of any density under traffic line block with contractor's labours, tools, equipments and consumables inclusive of all lead & lift. Activities include cutting of LWR/CWR into convenient panels of specified length, removal of ERCs, liners, greasing of ERCs and liner contact area, lifting rails and keeping them on rollers provided at every 15 sleepers, working out elongation of rail ends depending on prevailing site conditions, pulling rails with the help of Hydraulic Tensor to achieve the desired elongation, cutting rails, as required, removing rollers and placing rail in position, re-fixing ERCs & liners and adjustment of gap at SEJs : Note: (1) Welding of rail joints will be paid separately. (2) Rail cutting and Hole drilling shall be paid separately. (3) Opening and closing of LC if required will be paid separately. (4) As per procedure prescribed in latest edition of IRPWM & CE's Circulars for destressing of LWR/CWR, if any.: Without Rail tensor	TRM	47.35	20000	947000
15.	136010/136011	Fixing Joggled Fish Plates with bolt / clamp (supplied by Railway from nearest SSE Store) in running track conditions at welds on rail, as directed by engineer incharge (drilling of holes in rail, if required, shall be paid separately).: With 2 bolts	SET	117.37	60	7042.2
16.	137021	Anti-corrosive painting of rail on running track of any sleeper density on web, foot etc. including liner contact area (excluding bottom of foot) and fishing plane as per requirement with two coats of thickness of 100 microns	TRM	130.71	15000	1960650

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		each by bituminous black paint confirms to IS-9862 of reputed make including painting of liners, ERCs and including surface preparation, as a complete job as per procedure prescribed in latest edition of IRPWM Note: 60% of payment shall be made if painting on only gauge face side is done: For 60 kg Rails				
17.	137070/ 137073	Marking, inscribing, painting, writing, bordering etc. on new / old iron surface at various locations of Points & Crossings with details of turn-in / turn-out reference station mark on rail web for one set, duly preparing surface with contractor's wire brush and applying two coats of yellow synthetic enamel paint of approved quality as background and stenciling the details to suitable size, as described for every curve reference station mark / switch / crossing details with black enamel paint of approved quality complete, as directed : Note: Stenciling of letters is only permitted. No hand written letters are accepted: 1 in 8½ Turnout	SET	982.15	20	19643
18.	137080/ 137081	Painting 2 coats to various P. Way Reference Post, Structures etc. with enamel paint of approved make with 2 coats of different colours & letters, as directed by Engineer-in-charge: Kilometre & Gradient post	Each	110.67	50	5533.5
19.	137083	LWR / SEJ Board	Each	202.74	30	6082.2
20.	137084	Level Crossing Boards including Road Sign Boards	Each	416.3	30	12489
21.	137085	Level Crossing Post	Each	222.01	30	6660.3
22.	137089	Curve Board	Each	202.74	30	6082.2
23.	137100	Painting 2 coats to Bridge Reference / Boards, Structures etc. along track with enamel paint of approved make with different colours & letters, as directed by Engineer in charge:				0
24.	137101	Bridge Board	Each	202.74	4	810.96
25.	137102	Bridge Tablet	Each	55.72	100	5572
26.	137104	HFL, FSL & DL on Bridge Pier / Abutment	Each	805.99	50	40299.5
27.	137105	Miscellaneous General Boards, Jurisdiction Boards, Structures etc.	Sqm	166.66	200	33332
28.	63070	Lubrication of Elastic Rail Clips on PSC sleepers with contractor's grease, conforming to Railway's specifications, labour etc. complete as	ERC	4.25	100000	425000

		per procedure prescribed in latest edition of IRPWM.				
29.	64020 - 64021	Cutting / cropping of rail of 52Kg – 90 UTS, manually and perfectly vertical with contractor's labour, hacksaw blade and tools & plants - Note: 1.Manual cutting should be used only in emergencies with prior permission of sectional ADEN where machine cutting can not be arranged in time. 2. Cutting of Rails with blade and forcing to part by using other means to break the rails is prohibited. 3.Rails should be cut right through hacksaw blades only: On cess	Each	263.8	30	7914
30.	64022	In-situ situation	Each	379.02	30	11370.6
31.	64030- 64031	Cutting / cropping of rail of 60Kg – 90 UTS, manually and perfectly vertical with contractor's labour, hacksaw blade and tools & plants - Note: 1.Manual cutting should be used only in emergencies with prior permission of sectional ADEN where machine cutting can not be arranged in time. 2. Cutting of Rails with blade and forcing to part by using other means to break the rails is prohibited. 3.Rails should be cut right through hacksaw blades only.: On Cess	Each	342.93	30	10287.9
32.	64032	In-situ situation	Each	505.91	30	15177.3
33.	161030/ 161031	Cutting of rails with electrically operated Rail Cutting Machine in all types of rail sections, with contractor's tools & plants, equipment, consumable with all lead & lift etc. complete, as directed by Engineer in-charge as per Specifications. Machine to be fitted with monorail wheel arrangement and a handle of convenient height to enable it to be pushed over one rail by one person to take it to the work-site.: Outside track - When Electricity provided by static power supply of Railway : Outside track : When Electricity provided by static power supply of Railway	Each	169.68	60	10180.8
34.	161032	On Running track - When Electricity provided by static power supply of Railway :	Each	257.6	100	25760
35.	161040/ 161041	Drilling holes of 16 mm to 32 mm dia. with Rail Drilling machine including chamfering with appropriate chamfering tools in all types of rail	Each	61.48	200	12296

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		section with contractor's tools & plants, equipment, consumable with all lead & lift etc. complete, as directed by Engineer in-charge. Rail Drilling Machine will be as per RDSO Specification No. TM/SM/3, dated 24.04.1991.: Outside Track				
36.	161042	On Running Line	Each	78.7	200	15740
37.	64050/ 64052	Gas cutting of rail of various sections with contractor's tools & plants, as directed by engineer in-charge : Rail section of 52Kg and above	Each	108.38	100	10838
38.	82010/ 82011	Recoupment of ballast in running line with railway's stone ballast from existing stacks available along alignment either on top of cutting or on cess or at toe of bank by head leads or by any other means and spreading to make up deficiency in the required profile with contractor's labour, tools & plants, as directed by Engineer-in-charge. Note: Payment shall be made based on ballast stack measurement.: For average lead up to 50m and lift up to 5m	Cum	151.5	500	75750
39.	91000- 91010 - 91011	Supply of Alumino Thermic Welding Portions 91010 Manufacturing and Supply of Alumino thermic welding portions of 52Kg/60 Kg/60EI-R260 as approved by RDSO for welding of rails 52Kg/60Kg/60EI-R260 kg for 25mm gap by the process of AT welding along with complete accessories confirming to the specification laid down in Indian Railway Standard specification No.IRST-19-2020 up to date correction slips with Single shot crucible fitted with Automatic Tapping Thimble, 3 pieces pre fabricated mould (Zircon washed) manually pressed using compressed air petrol/LPG pre heating for execution of welding of rail joint as directed by the engineer in charge at site. Note: 1. The accessories along with welding portion shall be supplied as per Annexure-I of the IRUSSOR - 2021. 2. Rate is inclusive of transportation of above to SSE/P.Way stores. : For 60Kg 90 UTS Rails	Each	3139.52	80	251161.6
40.	92020/ 92021	25mm gap 'in-situ' welding during traffic block using Railway's welding	Each	2063.39	80	165071.2

		portion and finishing of weld to meet the prescribed tolerances and pass all stipulated tests with all required labour, materials, consumables, tools, equipments etc. to complete the work in all respect as per IR's "Manual for Fusion Welding of Rails by Alumino - Thermic Process" with latest correction slips, including marking of welded joint, painting weld collar with anticorrosive paint, restoration of track near weld joint to original position and fixing of joggled fish plate at new weld, to be removed after passing of weld in USFD test as directed by Engineer in charge. Note: 1. Welding portion and related accessories as per Annexure - I shall be supplied by Railways. All other items required shall be supplied by the Contractor. 2. Welding shall be carried out only by trained welder having valid competency certificate. 3. Hydraulic Weld trimmer shall be used for chipping and profile Grinder for finishing. 4. Required nos. of Joggled fish plates shall be supplied by Railway at nearest P. Way Stores and the same shall be returned at nearest P. Way Store or at other location as per direction of Engineer-in-Charge after release from track.: 92021 For 60 Kg Rail, Single shot crucible fitted with Automatic Tapping Thimble , 3 pieces Mould (Zircon washed) and Compressed Air Petrol/LPG pre heating technique				
41.	123040/ 123041	Linking of BG track (except at LC, Bridges and SEJs) with any type of rail section and sleeper of specified density, on ballast bed spread and compacted with suitable roller, over prepared formation including leading free rails/welded panels available along the alignment on to formation, leading and spreading all fittings and fastenings, spreading of sleepers at specified spacing, squaring, placing of rails over sleepers and fixing rails to sleepers with all types of fittings and fastenings to correct gauge & alignment, lubrication of fittings and fastenings with contractor's grease as	TRM	335.55	300	100665

		per IRPWM standards with contractors labour, tools, consumables, with all lead, lifts etc. complete and raising, levelling and initial packing of track to make it fit for 30 kmph and meet other prerequisites prescribed in Indian Railway Track Machine Manual for deployment of Tamping Machine. Note: 1.Rail cutting and Hole drilling shall be paid separately. 2.Spreading of ballast and compaction shall be paid separately under relevant item: For sleeper density of 1660 sleepers per km				
42.	123042	For sleeper density of 1540 sleepers per km	TRM	310.5	200	62100
43.	131010 - 131011	Through packing of track, as per procedure prescribed in latest edition of Indian Railways Permanent Way Manual: For PSC sleeper Track: For PSC sleeper Track with Sleeper Density of 1540 Sleepers/Km or more	TRM	111.67	1000	111670
44.	131030 - 131031	First or Second Through Packing of track of all sleeper density including giving a general lift, as desired to eliminate sag after Deep Screening work, lifting of track, lowering of track and major realignment of curves and formation rehabilitation as per procedure prescribed in latest edition of IRPWM. Note: General lift is normally 25 mm and isolated lift may be up to 50 mm.: 131031 For PSC Sleeper Track with Sleeper Density of 1540	TRM	134	1500	201000
45.	63100	Removing seized ERC from SGCI inserts of existing track by using suitable approved chemicals and re-fixing after greasing of insert eye and ERC with Contractor's grease of specified quality as per provisions of IRPWM, as directed by Engineer in-charge. Note: 1.List of Seized ERC along with location shall be prepared after inspection of SSE/P.Way and marked prior to execution of this item. 2. Due care shall be taken to avoid any damage to the sleeper 3.A penalty of 50% of the basic cost of new sleeper in nearest sleeper factory shall be levied on each, if SGCI insert is broken or sleeper gets cracked in the process.	ERC	54.22	8000	433760

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46.	171040 /171041	Loading, unloading and hauling of 52Kg / 60Kg rail more than 13 metre and up to 39 metre length by Railway's Rail Dolly / Dip Lorry to the nominated location under traffic and line protection in case road carriage is not possible for different leads and lift up to 5 metre.:For lead upto 500m	MT	463.74	150	69561
47.	171042	For lead beyond 500 metre and up to 1 Km	MT	675.16	20	13503.2
48.	171043	Extra to Items no. 171042 for lead beyond 1 Km for every subsequent Km or part thereof and up to 10 Km	MT	84.44	30	2533.2
49.	182010 / 182011	Overhauling of level crossing by digging out up to 50mm below sleeper, screening of shoulder & crib ballast, replacing unserviceable sleepers & fastenings as necessary, removal of check rails for examination of running rails and check rails, scrapping of rails and painting running rails and check rails and all fixtures with two coats of coal tar emulsion, greasing of ERCs, MCI inserts and liners oiling all the bolts, correcting cross level, gauge, alignment, surfacing and packing etc., re-fixing check rails duly ensuring standard clearances, re-inserting screened ballast, making good deficient ballast with Railway's ballast from stacks / heaps/borrowing from adjacent length of adjoining track within 50m lead, ramming & levelling road surface and refixing concrete slabs/making motarable road surface as required excluding re surfacing with bitumen as directed by Engineer in-charge: Level crossings with asphalted road surface	Sqm	607.68	60	36460.8
50.	182012	Level crossings with concrete blocks road surface	Sqm	551.86	200	110372
51.	183020	Fabrication including cutting, bending/machining and fixing of check rails of all rail sections over PSC Sleepers as per Railway's approved drawings & specifications for level crossings / trolley paths/inspection lines in yards duly cutting rail flanges, wherever required to correct alignment and level, drilling of holes with machine in check rails and fixing to Running rail and sleepers with all Railway's fittings, e.g. rail screws /	TRM	1218.23	80	97458.4

		grip expansion bolts, brackets, packing pieces, bolts, washers etc including grinding of brackets if required, fixing of Railway's wooden blocks at flare ends duly cutting and plaining, crossing of tracks and as directed by the engineer in-charge Note: 1. Drilling of holes in PSC Sleeper and fixing of dowels shall be paid under relevant item. 2. Required P.Way materials will be supplied at SSE/P.Way stores.				
52.	183040	Fixing check rails to running rails on level crossings with MS brackets, MS packing plates, bolts & nuts, spring washers etc. including lubrication as per approved drawing & specifications, as directed. Rails, MS brackets, packing plates, bolts & nuts, spring washers will be supplied by Railways. Note: One set consists two check Rails	Set	5368.47	8	42947.76
53.	136040/ 136042	Maintenance of track on main line & loops, Points & crossings etc. including special attention to section for carrying out various maintenance works listed in Indian Railways P.Way Manual / Bridge Manual for safe running of goods and passenger trains with contractor's tools / labours etc. complete, as directed by Engineer in-charge. Note: Contractor shall arrange one gang at any point of time comprising of minimum specified labours with sufficient experience in P.Way working. One Gang comprising of 20 physically fit labours plus 1 Mate. Note: In case, contractor provides less no. of Labour/Mate, payment will be deducted for each such labour @ 10% of the accepted item rate.	Gang Day	16519.52	1500	24779280
54.	136100	Removing weeds & bushes in ballast section and cess up to 3.95m from centre line of track in mid section & station yard, as specified by Engineer in-charge including disposal of branches, bushes outside cess/yard.	TRM	15.94	30000	478200
55.	136110	Trimming of tree branches coming within 6m of centre line of track & those obstructing views of Curves/LCs / Signal / Indicator at locations in section & station yard, as specified by	Each	182.95	800	146360

		Engineer in-charge including disposal of branches, bushes outside cess/yard. Note: Girth of more than 20 cm will only be considered as tree branch.				
56.	124020/ 124021	Working of the Railway Push Trolley by arranging one Head trolleyman along with 3 trollymen as per Railway's rules and stipulations for conducting inspections by Railway officials and as directed by Engineer in-charge. Note: 1) Labourers supplied should be of skilled in case of head trolleyman and semiskilled in case of trollymen and capable of pushing trolley in all gradients, and levels duly observing all safety precautions as per the manual. 2) The labour engaged should be physically fit for strenuous work, literate and meeting prescribed medical category.: Working of the Railway Push Trolley by arranging one Head trolleyman along with 3 trollymen as per Railway's rules and stipulations for conducting inspections by Railway officials and as directed by Engineer in-charge. Note: 1) Labourers supplied should be of skilled in case of head trolleyman and semiskilled in case of trollymen and capable of pushing trolley in all gradients, and levels duly observing all safety precautions as per the manual. 2) The labour engaged should be physically fit for strenuous work, literate and meeting prescribed medical category. For Full day (8 hrs)	Each	3550.89	600	2130534
57.	136140 /136141	Providing Assistant to Patrolman for monsoon / security patrolling whenever required for protection of track as per IRPWM (for a duration of 12 hours). Note: 1.The person deployed for patrolling must have the following items: • Valid certificate of competency issued by Railways. • Fit for A-3 medical category - certificate issued by registered medical practitioner. 2.The equipment supplied by Railways shall be handed over back to Railways in good condition: 3.The following equipment to be arranged by contractor for each patrol man: • H.S.flags (standard size): Green – 1 no. & Red - 2 Nos. • Torch (3 cell) –	Each	883.04	250	220760

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		1no.; Staff for flags – 1no.; Whistle thunder – 1no. •Protective cloth to withstand the climate; Gum boots; Haver sack”: For Day shift				
58.	136142	For Night shift	Each	1098.78	250	274695
59.	172040-41	Loading, leading and unloading of all types of P.Way fittings and all other miscellaneous material except Rails, sleepers, switches, crossings, SEJs and Glued Joints by road vehicles for different leads. Note: Lead shall be the shortest motorable road length between the points of loading and unloading.: Lead up to 5 Km	MT	179.92	100	17992
60.	172042	Lead beyond 5 Km and up to 10 km	MT	222.96	100	22296
61.	172010-14	Loading of 52kg / 60kg PSC normal line and special sleepers up to 2.75 metre length in Depot / Station / Midsection between stations in a neat manner to departmental material train (DMT) or contractor's / Railway's Truck/Trailer with crane or any other means including crossing of one track with free lead up to 250 metre and lift up to 5 metre, if required with contractor's labour, tools & plants, machinery, consumables etc. Note: In case of any damage to sleeper during loading, penalty @ 50% of the all inclusive cost of sleeper shall be levied. In Wagon where mechanical handling is possible and traffic block is not required or in Truck / trailer	MT	178.3	300	53490
62.	171040-41	Loading, unloading and hauling of 52Kg / 60Kg rail more than 13 metre and up to 39 metre length by Railway's Rail Dolly / Dip Lorry to the nominated location under traffic and line protection in case road carriage is not possible for different leads and lift up to 5 metre.: For lead up to 500m	MT	463.74	100	46374
63.	171042	For lead beyond 500 metre and up to 1 Km	MT	675.16	100	67516
64.	102030	In-situ reconditioning of worn-out CMS (Cast Manganese Steel) crossings of all types as per reconditioning manual and "Work Procedure for In-Situ Reconditioning of CMS Crossing using Robotic Welding Machine" of RDSO through approved agency, finishing & grinding within permissible tolerance limit, as directed by engineer incharge. Note:	Each	46262.51	20	925250.2

		(1) One obtuse crossing shall be considered equivalent to two nos. of crossing for payment. (2) Reconditioned crossing shall have Guaranteed service life of minimum 80 GMT. In case of pre-mature reconditioning, it shall be done by the contractor free of cost.				
65.	103010-11	In-situ reconditioning of worn out 1:8½ tongue rail (only one tongue rail along with connected stock rail) of all rail sections under traffic, as prescribed in 'IR's Reconditioning of Points & Crossings Manual' with RDSO approved electrodes and suppliers, finishing & grinding within permissible tolerance limit, with all contractor's own power T&P, men and materials including crossing the track, lead lift and as directed by engineer in-charge.: Using H3B electrodes.	Each	2792.88	15	41893.2
66.	103020-21	In-situ reconditioning of worn out 1:12 or flatter tongue rail (only one tongue rail along with connected stock rail) of all rail sections under traffic, as prescribed in 'IR's Reconditioning of Points & Crossings Manual' with RDSO approved electrodes and suppliers, finishing & grinding within permissible tolerance limit, as directed by engineer in-charge :Using H3B electrodes	Each	3509.16	20	70183.2
67.	155010/ 155011	Carrying out pre-tamping, during tamping and posttamping work for tamping track with all types of rails, sleepers & sleeper density by various Track Tamping machines, like CSM,DUO/3X Machines which include : (1) Re-adjustment of ballast, heaping-up of ballast, fillingup of cavities in tamping zone by picking ballast from stacks / shoulders / crib of adjoining track up to lead of 50 m to ensure effective packing; (2) Clearing of ballast on sleepers to make them visible to operator, (3) Clearing of ballast over rail foot to facilitate holding of rail by rollers of TTRM; (4) Digging, screening and replenishment of ballast at mud pumping / rounded ballast in sleeper crib location; (5)	TRM	20.3	20000	406000

		Tightening of loose fittings immediately before & after tamping; (6) Replacement of broken / missing fittings supplied by Railway; (7) Correcting displaced sleepers to position along with squaring; (8) Re-setting of worked-out / fallen fittings; (9) Removing and re-fixing joggled fish plates & wooden blocks, wherever necessary; (10) Manual consolidation of ballast in crib / shoulders; (11) Removing and refixing of traction bonds during the block in electrified sections (12) Dressing of ballast Note: 1. Tamping blocks are not identical & it may be given at any time either during day or night. 2. Stages of payment a) 30% of the rate will be paid on completion of pre tamping attention, b) Balance 70% of the rate will be paid on completion of post tamping. 3. Recovery at the rate of twice the above applicable rate will be effected in case contractor fails to carry out pre/during/post operation. 4.Payment shall be made only once in irrespective of numbers of TTRM packing round and after restoration of normal speed and restoration of complete ballast profile.: For day time block working				
68.					(A)	37041600.72
69.	SCH-B	DSR items				
70.	2.6	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge.: All kinds of soil	Cum	205.45	80	16436
71.	2.8	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m: All kinds of soil	Cum	286.85	80	22948

72.	2.14	Extra for excavating trenches for pipes, cables, etc. in ordinary/hard rock exceeding 1.5 m in depth but not exceeding 3 m. (Rate is over corresponding basic item for depth upto 1.5 metre)	Metre	103.75	40	4150
73.	4.1.3	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	7365.15	40	294606
74.	4.1.6	1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 40 mm nominal size derived from natural sources)	Cum	6670.25	40	266810
75.	5.1.2	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	8364.2	60	501852
76.	5.9.1	Centering and shuttering including strutting, propping etc. and removal of form for 5.9.1 Foundations, footings, bases of columns, etc.:- for mass concrete	Sqm	307.95	60	18477
77.	5.9.2	: Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc	Sqm	669.55	60	40173
78.	6.11	Extra for additional cost of centering for arches exceeding 6m span including all shuttering, bolting, wedging and removal (Area of the soffit to be measured).	Sqm	575.25	60	34515
79.	0005	Hire charges for Diesel Truck - 9 Tonne (with POL)	day	3940	100	394000
80.	0012	Hire charges for Vibrator (Needle type 40mm)	day	350	10	3500
81.	0017	Hire and running charges of tipper	day	3750	20	75000
82.	0018	Hire and running charges of loader	day	6000	20	120000
83.	0020	Hiring : Hydraulic Excavator (3D) with driver and fule	day	7000	180	1260000
84.	0025	Hire and running charges of light crane	day	3500	15	52500

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85.	0028	Hire and running charges of crane 20 tonne capacity	day	7000	20	140000
86.	0030	Hire charges: Generator 250 KVA	day	3000	10	30000
87.	0038	Hire charges : Tractor with ripper attachment	day	1200	20	24000
88.	0039	Hire charge: Tractor with trolley	day	1200	20	24000
89.	0040	Air Compressor 250 cfm with two leads for pneumatic cutters/hammers	day	1600	10	16000
90.	0051	Hydraulic Excavator of 1 cum bucket	hour	800	30	24000
91.	0054	Vibratory roller	hour	600	20	12000
92.	0083	Hire charges of TATA 407 or equivalent for local shifting	day	1400	25	35000
93.		Note :- 1. Above hire - charges (from item code 0001 to 0083) include cost of services of operating staff, Cost of lubricating oil, diesel / Petrol/ Kerosene oil , other consumables for running the plant and machinery and excluding GST. 2. The hire charges of plant machinery on per day basis are for single shift of eight working hours.				
94.	0090	Hire charges of compressor	day	500	10	5000
95.					"B"	3414967
96.	SCH-C	NS items				
97.	NS-1	Supply and erection second hand cargo container in a good condition at designated location to work as gang tool box with any rust painting and suitable locking item	Each	200000	2	400000
98.	NS-2	Supply and erect porta cabin to modify second hand cargo container newly insulated and modification (4 Nos window, partitions, foldable beds mosquitoes proof jaalis, electrical fitting including fans for the safety of track maintainer suitable to accommodate 18 persons each)	Each	300000	2	600000
99.					Total-C	1000000
100.	SCH-D	Additional NS items				
101.	NS-3	Supply of GPS tracking device with preinstalled SIM for effectively monitoring inspection/patrolling of keyman/patrolmen including mapping customization in software installation, Android App report generation and related assistances MAKE : BLACK BOX MODEL NO.SXTREO T 57	Each	5089	20	101780
102.	NS-4	Other important requirement for rentals :	Month	1600	20	32000

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		(a) Monthly Rental charges of SIM for each device				
		(b) Monthly Web Hosting charges for each device				
		© Monthly software and Admn. Charges for each device:				
		Total amount of monthly rentals (a+b+c) = Rs 100-00(per month per device)(Monthly Rental payment mode for 16 device)				
103	NS-5	Deployment of 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.	Per day	15000	200	3000000
104	NS-6	Deployment of 1 track Expert (SSE/P. Way) and 1 J.E.(P. Way)	Per Month	50000	24	1200000
105	NS-7	Deployment of 1 Inspection vehicle of Bolero OR Similar (Non older 3 year) for 2500 km per Month	Per Month	45000	24	1080000
103				Total-D		5413780
104				A+B+C+D		46870347.72

ANNEXURE –II

NAME OF WORK;- Annual Asset Maintenance (Track and Civil Engineering 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 section of BDRCL for a period of two years.

RATE SHEETS

S N	Description of SCHEDULE.	Estimated cost (In Rs.)	Rate quoted by the Tenderer in %age Above, Below OR AT PAR in Figures.	% Quoted in words.	Amount in Figures	Amount in words.
1	2	3	4	5	6	7
1	SCHEDULE: A (WR-USSOR items)	3,70,41,600.72				
2	SCHEDULE: B (DSR items)	34,14,967				
3	SCHEDULE: C NS items	10,00,000				
4	SCHEDULE: D Addl. NS items	54,13,780				
	Total	4,68,70,348				
TOTAL AMOUNT						

Note :-

1	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.
2	The Rates are inclusive of GST
3	The tenderer should quote the percentage rate, in both figures and words, for each schedule in columns 4 & 5 respectively.
4	The price for each schedule shall be calculated and written against each Schedule, in both figures and words in Columns 6 & 7 respectively.
5	The total price as sum of the price of all the bills/schedules shall be shown, in both figures and words under Columns 6 & 7 respectively.
6	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.
7	The item rates given in each schedule are based on ALL INCLUSIVE TAXES.
8	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.
9	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 the concerned Authority.

END OF TENDER DOCUMENT
