

# TENDER DOCUMENTS

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|----|---------------------------|--|
| 1. | Tender Notice No.         | <b>WKS/1059 /TEN</b>   |
| 2. | Name of work.             | <b>Zone work for year 2011-12 in Sector B (whole colony), including SE/Sec-B office &amp; Sewage Pump House.</b> |
| 3. | Approximate cost of work. | Rs. 25,59,071.00   |
| 4. | Earnest Money.            | Rs. 51,190 .00   |
| 5. | Completion period.        | 30.06.2012.  |

Tender Closing date & time. : 17.08.2011 at 11.00 Hrs.  
Tender to be submitted upto : 17.08.2011at 14.30 Hrs.  
Tender Opening date & time. : 17.08.2011at 15.00 Hrs..

## NOT TRANSFERABLE.

### ISSUED BY

**Town Engineer  
RDSO, Lucknow**

### ISSUED TO.

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**Name of work: Zone work for year 2011-12 in Sector B (whole colony), including SE/Sec-B office & Sewage Pump House.**

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5.	Certificate to be given by the bidder.	19	-
6.	Offer Sheet/Schedule of Approx. Quantity.	20	-

## TENDER FORM FIRST SHEET

**Name of work: Zone work for year 2011-12 in Sector B (whole colony), including SE/Sec-B office & Sewage Pump House.**

To

The President of India  
Acting through Town Engineer,  
RDSO, Lucknow.

I/We-----have read the various conditions of the tender attached hereto and hereby agree to abide by the said conditions. I also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening of the same and in default thereof, I/We will be liable to forfeiture of my/our security deposit. I/We offered to do the work zone contract **Zone work for year 2011-12 in Sector B (whole colony), including SE/Sec-B office & Sewage Pump House** for all ordinary repairs/maintenance additions and alterations and new works costing up to **Rs25,59,071.00** in RDSO Colony at Manak Nagar, Lucknow during the period from-01.09.2011 to 30.06.2012.I/We also agree to abide by the General conditions of contract and to carryout the work according to the special specifications for material and work as laid down the RDSO Administration for present contract.

2. A sum of **Rs51,190** /- is herewith forwarded as earnest money. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies:-

- (i) I/We do not execute the contract agreement within seven days of receipt of notice by the RDSO Admn. that such documents are ready. Or
- (ii) I/We do not commence to the work within ten days after receipt of order to that effect.

3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modification as may be mutually agreed to between us and indicated in the letter of acceptance or my/our offer for the work.

Contractor's Address with seal:

Signature of the Contractor

1.

**TENDER FORM (SECOND SHEET)**

**Name of work: Zone work for year 2011-12 in Sector B (whole colony), including SE/Sec-B office & Sewage Pump House.**

**Instructions to Tenderer and Conditions of Tender:**

Tender must be enclosed in a sealed cover superscripted as **WKS/ 1059 /TEN** and must be sent by registered post to the address of the Town Engineer, RDSO, Manak Nagar, Lucknow-226011, so as to reach the office not later than 14.30 hrs. on **17.08.2011** or deposited in the special box allotted for the purpose in the office of Town Engineer, RDSO, Manak Nagar, Lucknow-226011. The tender box will be sealed at **14.30 hrs. on 17.08.2011**. The tender will be opened on **15.00 hrs.** in the presence of tenderer(s) or their authorized representatives **on 17.08.2011** at same place. The tender papers will not be sold after 11.00 hrs. on **17.08.2011**.

**1.1 The following documents form part of tender/contract:**

- a) Tender form - First sheet and second sheet.
- b) Special Conditions/Specifications (Technical & Non-Technical).
- c) Schedule of approximate quantities (attached).
- d) General Conditions of Contract (G.C.C.) 1999 with all amendments.
- e) Indian Rly. Unified standard specifications 2010 (Vol.I& II).
- f) All general and detailed drawings pertaining to this work, which will be issued by the Engineer or his representative (from time to time) with all changes and Modifications.

**2.0 SYSTEM OF TENDERING**

Tender will consist of one packet and to be submitted in sealed cover at the time of submitting tender. Envelops should be super scribed as under:-

**“Zone work for year 2011-12 in Sector B (whole colony), including SE/Sec-B office & Sewage Pump House.”**

As far as possible the tenderer(s) bid should not have any condition or specification or assumption contrary to the provisions in these tender documents on which the tenderer(s) bid is based, Tenderer(s) own special conditions, not in conformity with the tender specifications, are required to be listed separately & shall be supplemented by the details of exact financial implications if applicable. Railway will not take cognizance of any other conditions/variations from the drawings etc. except under the format specified in the tender documents for such special conditions if any. It needs to be emphasized that only such conditions/stipulations which are at variance with the tender conditions codal provision stipulate in the tender documents need be mentioned, in case tenderer(s) choice to stipulated such special condition taking into account the restrictions mentioned elsewhere in the tender document. Only such of the special conditions/specifications stipulated by tenderer(s) which have been specifically approved by the Railways in writing shall be deemed to have been accepted by the Railways. The tenderer(s) conditions/stipulations/codal are at variance with the tender conditions/codal provisions shall be withdrawn by the tenderer(s).

2.1 The list of documents to be attached by the tenderer(s) for this tender, duly sealed should consist of:-

- (i) Earnest Money in proper form.
- (ii) Key personal matrix of staff of the firm, details of infrastructures facilities.
- (iii) Partnership deed if any.
- (iv) Complete tender documents duly stamped & signed by the tenderer(s).
- (v) Authentic documents in support of his/their credentials.
- (vi) Details of plants and machinery.
- (vii) Permanent Account Number (PAN) issued by income tax department.
- (viii) Demand draft/Pay order /Bankers cheque towards the cost of tender document in case tender documents are down loaded from website of RDSO.

- 2.3 If the tenderer(s) fails to submit the authenticated documents in support of his/their credentials as specified in tender documents, his/their tender will liable to be rejected summarily.
- 2.4 Tender form is not transferable.
3. **Inspection of Site before Tendering, etc.**  
The tenderer(s) shall inspect the proposed site of work and acquaint himself/themselves with the site conditions, availability of materials, working hours, layout of land, trees and shrubs that he/they will have to cut, type of strata likely to be met within the borrow pits, stacking space for materials, approach roads, path ways available etc. and all relevant items connected with the execution of the work. No claim shall be entertained for the contractor(s) making his/their own arrangements for approaches/approach road from outside railway land and contractor(s) will bear entire expenses such as road taxes, payment for right of way, etc. to outsiders and for Construction of approaches/approach roads, etc.
4. **Drawings for the Work:**  
Drawings for the work can be seen in the offices of the Town Engineer, RDSO, Manak Nagar, Lucknow-226011 at any time during the office hours. These drawings are only for the guidance of tenderer(s). Detailed working drawings (if required), based generally on the drawings mentioned above, will be given by the Engineer in charge or his representative from time to time.
5. **Earnest Money and Security Deposit:**
- 5.1 The tenderer(s) is/are required to deposit a sum of **Rs. 51,190 (Rupees Fifty one thousand one hundredninety only)** as earnest money for due performance of stipulation to keep the offer open for the period specified below.
- 5.2 The tenderer shall hold the offer open for a **period of 90 days (Ninety)** from the date fixed for opening the same. It is understood that the tender documents have been sold/issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his/their part that after submitting his/their tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Town Engineer, RDSO, Manak Nagar, Lucknow-226011. Should the tenderer fail to observe or comply with the foregoing stipulation, the aforesaid earnest money shall be forfeited to the Railway.
- 5.3 In case the tenderer(s) withdraws his offer within the validity date of his/their offer or fails to undertake the contract after acceptance of his/their tender, the full earnest money shall be forfeited.
- 5.4 The earnest money should be in cash or in the form of Deposit Receipt, pay orders or demand drafts executed by State Bank of India or any of the nationalized banks or by a scheduled Bank.
- 5.5 Guarantee bonds, Government securities (stock) certificates, bearer bonds, promissory notes, cash certificates and cash deposited with DPM or stations etc., will not be accepted.

**NOTE:**

- (1) Deposit receipts, pay orders and demand drafts should be drawn in favour of **Executive Director Finance, RDSO, Lucknow.**
- (2) If the name of the directors/company is added thereafter, the tenderer(s) is/are required to paste & sign **Rs.1.0 (one) Revenue stamps** on backside of the deposit receipt.
- (3) The facility of lump-sum earnest money will not be accepted from the registered contractors of any railway and they are required to deposit earnest money alongwith their offer.

6. Tenders containing erasures, overwriting and/or alterations of the tender documents are liable to be rejected. Any correction made by the Tenderer(s) in his/their entries must be attested.
7. If a tenderer(s) deliberately gives/give wrong information in his/their tender, or creates/ create circumstances for the acceptance of his/their tender, the railway reserves the right to reject such tender at any stage.
8. If a tenderer expires after the submission of his tender or after the acceptance of his tender, the railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the railway shall deem such tender as cancelled unless the firm retains its character.
9. **Security Deposit, Validity of Tender:**
- 9.1 The tender must be accompanied with earnest money in any of the forms mentioned in the tender failing which the tender will be summarily rejected.
- 9.2 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 the unsuccessful tenderer(s) will, save as herein before provided, be returned to the unsuccessful tenderer/s but the railway 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 railway's possession not be liable to pay interest thereon.
10. **SECURITY DEPOSIT & PERFORMANCE GUARANTEE:**
- (A) Unless otherwise specified in the special conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under: -
  - i. **Security Deposit for each work should be 5% of the contract value.**
  - ii. **The rate of recovery should be at the rate of 10% of the bill amount till the full Security Deposit is recovered.**
  - iii. **Security Deposit recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit.**
- (B) **Introduction of Performance Guarantee:**

The procedure for obtaining performance guarantee is outlined below:-

  - (a) The successful bidder should give a Performance Guarantee (PG) amounting to 5% of the contract value in any of the following forms:
    - (i) A deposit of cash (ii) Irrevocable Bank Guarantee (iii) Government Securities at 5 percent below the market value (iv) Deposit receipts, Pay Orders, Demand Drafts and Guarantee bonds either of the State Bank of India or of any of the nationalized Banks (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks (vi) A Deposit in the Post Office Saving Bank (vii) A Deposit in the National Savings Certificates (viii) Twelve years National Defence Certificate (ix) Ten years Defence Deposits (x) National Defence Bonds and (xi) Unit Trust Certificates at 5 percent below market value or at the face value whichever is less.
  - (b) The procedure for obtaining **Performance Guarantee** is outlined below :

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

This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time or completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.

- (c) The Performance Guarantee (PG) shall be released after the physical completion of the work based on the "Completion Certificate" issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on "No claim Certificate."
- (d) Wherever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.
- (e) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the contractor to pay President of India any amount due, either as agreed by 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 provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

11. **Partnership Deeds, Power of Attorney, etc.**

The tender shall clearly specify whether the tender is submitted on his own behalf or on behalf of partnership concern. If the tender is submitted on behalf of partnership concern he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership concern. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The railway will not be bound by any Power of Attorney granted by the tendered 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.

12. **Rights of Railway to deal with Tenders:**

The authority for the acceptance of the tender will rest with the Railway which does not bind itself to accept the lowest or any other tender nor does the Railway undertake to assign reason for declining to consider or reject any particular tender or tenders.

13. **Execution of Contract Documents:**

- 13.1 The successful tenderer(s) shall be required to execute an agreement with the Railway for carrying out the work according to General Conditions of Contract, Special Conditions/Specifications annexed to this tender, and specification for work and materials as laid down in the "Indian Rly. Unified standard specifications 2010 (Vol.I& II)" amended with correction slips as mentioned earlier.

13.2 The tenderer(s) whose tender is accepted will be required to appear at the office of the Town Engineer, RDSO, Manak Nagar, Lucknow – 226011 in person or in case of firm or corporation a duly authorized representative shall appear to execute the contract documents within 7 days after notice that the contract has been awarded to him and contract documents are ready for signature. Failure to do so shall constitute a breach of the agreement effected 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 right or remedies.**

14 **Sales Tax/Commercial Tax**

State Govt./local bodies, Sales Tax/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.

15 **Employment Partnership, etc. of Retired Railway Employees**

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

15.1 Should a tenderer or contractor on the list of approved contractors have a relative or relatives, or in the case of firm or company of contractors one or more of his shareholders or a relative or relatives of the shareholders, employed in Gazetted capacity in the Engineering Department of the RDSO, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provisions in clause 62 of the General Conditions of Contract.

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

15.3 **Tender documents are not transferable**

I/We have specially noted clause 16 of conditions of tender and declare that I/we have no relative employed in the Gazetted or non-Gazetted capacity in the RDSO.

**Signature of Tenderer(s)**

**Dated:**



**Name of work: "Zone work for year 2011-12 in Sector B (whole colony), including SE/Sec-B office & Sewage Pump House."**

**SPECIAL CONDITIONS/SPECIFICATIONS OF CONTRACT (PART-I)**

**NON-TECHNICAL**

**A. GENERAL**

1. These special conditions and the work schedule shall govern the works to be executed under this contract in addition to and/or in part suppression of the General Conditions of Contract and Standard Specifications as laid down in the Indian Rly. Unified standard specifications 2010 (Vol.I& II) as amended by correction slips on or before the opening of tender.
2. Where there is any conflict between these Special Conditions of Contract on one hand and Standard specifications and General Conditions of Contract on the other hand, the former shall prevail.
3. 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 Railway.
4. **Cess Charges:**
  - 4.1 For Contractor's labour employed/ residing at stations and in colonies where railway sanitary facilities exist, Contractor(s) will be required to pay Cess charges as per rules in force on the Railway from time to time.
5. **Contractor's Responsibility to arrange Tools, Plants, Machinery etc.**

The Contractor should make his/their own arrangements for all plants and tools required for the successful completion of the work in time.
6. **Materials supplied by Railway:**
  - The tenderer shall be responsible to see that the materials such as cement, steel etc., supplied by the Administration are utilised for the sole purpose for, which they have been issued to him, failing which, he is liable to be dealt according to law for any misuse of these commodities by himself, his agents or workmen etc.
  - 6.1 If any extra quantity of Railway materials over and above that shown in the drawing or any extra quantity of cement or any other Railway materials over the standard scale have been issued to the contractors due to wastage. Workmanship or any other reason or if in the opinion of the Town Engineer, the Railway materials have not been accounted for by the contractor/s satisfactorily or have not been used on bonafide Railway works allotted to the contractor/s the cost of such Railway materials will be recovered from the contractor/s.
  - 6.2 The cement and/or steel Railway materials issued in excess of the requirement/s as above shall be returned at the place of issue, in perfectly good condition by the contractor/s to Railway immediately after completion or determination of the contract. If the contractor/s fails to return the said materials, the cost of cement and/or steel Railway materials issued in excess of the requirements as computed by the Railway according to the specifications and approved drawings, will be recovered from the contractor/s @ one and half the prevailing procurement cost at the time of the last issue or one and half the current price of the material after completion of the particular phase of the work, whichever is higher plus 7% freight, viz. 1.5 x (Purchase price or current price+7% freight, only). This will without prejudice to the right of the Railway to take action against the contractor/s under the conditions of the contract for not doing/completing the work according to the prescribed specifications and approved drawings.

**7. a) Engagement of Qualified Engineers:**

The contractor shall the following technical staff during the execution of the work :-

- i) One graduate engineer when the cost of the work to be executed is Rs. 15 lacs and above.
- ii) One qualified Diploma holder (overseer) when the cost of the work to be executed is more than Rs. 5 lacs.

Technical staff should be available at site required by the Engineer In-charge to take instructions. In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay a reasonable amount not exceeding a sum of Rs. 2000/- (Rs. Two thousand only) for each month of the fault in case of graduate Engineer and Rs. 1000/- (Rs. One thousand only) for each month of the fault in case of diploma holder (Engineer)

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

No one of the engineer should be related to the tenderers.

**8. Water:**

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

**9. Variation in quantities during execution.**

9.1 Individual NS items in contract shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.

9.2 In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

9.3 Operation of an item by more than 125% of the agreement quantity needs the approval of an officer of the rank not less than S.A. Grade;

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

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

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

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

9.5 Execution of quantities beyond 150% of the overall agreement value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO/FA&CAO(C) and approval of General Manager.

9.6 In case where decrease is involved during execution of contract:

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

- (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each decrease in the quantities.
- (c) It should be certified that the work proposed to be reduced will not be required in the same work.
- 9.7 The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
- 9.8 No such quantity variation limit shall apply for foundation items.
- 9.9 As far as USSOR items are concerned, the limit of 25% would apply the value of USSOR schedule as a whole and not on individual USSOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
- 9.10 For the tenders accepted at Zonal Railways level, variation in the quantities will be approved by the authority in whose powers revised value of the agreement lies.
- 9.11 The Tenderer's is responsible to execute the work as per terms & Conditions in his jurisdiction, however in emergent case he/they can be assigned the work order for adjoining zone & he/they will have to executeworks under such work order at him/their accepted rates. However even under such circumstances the zone value will not be exceeded by 25% of the accepted contract value.
- 9.12 **In case variation leads to vitiation, the payment of variation quantity of that schedule which is causing vitiation, will be made at the rate quoted by lowest eligible tenderer for that particular schedule getting affected by vitiation.**
- 9.13 Variation limits are not applicable to foundation work. The actual quantities of work to be done against items of work pertaining to foundations may, however, be varied beyond the limit of 25% plus or minus laid down above for which variation also the contractor shall be entitled to no extra payment on account of any such excess or reduction in the quantities over those given in the contract schedule but will be paid at the accepted contract rate for the actual amount of work done in all the items of work done pertaining to foundations.
10. **Errors, Omissions and Discrepancies**  
The tenderer(s) shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if any in doubt shall bring it to the notice of the Engineer without delay. In case of any Contradiction, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained.
11. **Deduction for Income Tax**  
The Railway will deduct 2% of 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 recovered while making payment to the Contractor/s. The settlement of income tax should be made with the Income Tax authorities.
12. **Arrangements for Permits or License**  
Arrangements for permits and license for materials will not be made by the Railway or any assistance given. The Contractor will have to make his own arrangements. No import license shall be arranged by the railway for this work.
13. **Taxes and Royalties**  
13.1 All rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties' payable by the Contractor(s) to the government or public body or local authority and no additional amount will be paid or claim entertained on this account by the Railway.

- 13.2 All taxes such as Income tax, Sales tax and other taxes as prescribed by Central/State Govt. from time to time shall be applicable. The Contractor shall be fully responsible for payments of all such taxes without any liability of Railway Administration deducting towards such taxes shall be made from the payments of the contractor in accordance with rules in force from time to time.
14. **Measurements in Metric Units**  
Measurements and payment will be made in metric units. In the case of items regarding measurements, the measurements will be rounded off to the second place of decimal for working out payment.
15. **Inspection Register and Records**  
The Contractor/s shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer and his authorized representative shall have access to this information at all reasonable times. Records of tests made shall be handed over to the Engineer's representative after carrying out the tests. The following registers will be maintains at site by the Contractor/s.
- 15.1 **Site Order Register**  
The Contractor/s shall maintain a site order register and promptly sign orders given therein by the Engineer or his representative or his superior officers and comply with them. The Compliance shall be reported by the Contractor/s to the Engineer in good time so that it can be checked.
- 15.2 **Cement Register**  
This register will be maintained to record daily consumption of the cement duly indicating the balance quantity. The quantum of the work done for the cement supplied/issued on a particular date will also be maintained by contractor and signed daily by Engg. Supervisor & Contractor both.
- 15.3 **Labour Register.**  
This register will be maintained by contractor to show daily strength of labour in different categories employed by the Contractor/s & signed by Engg. Supervisor and contractor daily.
- 15.4 **Log book of events.**  
All events are required to be chronologically logged in this book shift wise and date wise.
16. **SAFETY PRECAUTIONS**
- 16.1 The Contractor/s shall at all times adopt such safe methods of work as will ensure safety of structure, equipment and labour. If at any time the Railway finds the safety arrangements unsafe, the contractor/s shall take immediate corrective action as directed by the Railway's in the matter shall in no way absolve the contractor/s of his/their sole responsibility to adopt safe working method.
- 16.2 The Contractor(s) shall design and execute temporary works such as formwork and supports, so as to ensure absolute safety of contractor(s) personnel as well as Railway staff and personnel engaged on the work. The Contractor(s) should indemnify the Railway against damages and injury to workmen. Railway reserves the right to enforce safety regulations on the contractor(s) and recover any cost, which may be incurred for the purpose.
- 16.3 The contractor(s) should take all precautions for safety of his/ their labour, vehicles working at site while crossing the State Highway/Railway track and ensure no interference with smooth movement or road/rail traffic.

**17. COMPLETION PERIOD**

- 17.1 The Contractor(s) shall have to complete the Sanctioned work order in all respects within a period i.e 30.06.2012. However for each S.W.O. date of completion will be as mentioned in individuals sanctioned work orders.
- 17.2 The Contractor(s) will have to employ labour in full strength commensurate with working areas available. He will also arrange for materials and equipments to complete the job most expeditiously within the stipulated completion period. The Engineer's decision as to what is full strength will be final. He should also submit bar-chart for completing the work in time.
18. If the contractors fail to sign the work order (within the overall CA value) within 7 days of receipt of such notice in writing, the work order will be passed by the competent authority without contractor's signature and will be binding on the contractors to complete the said work within the stipulated time. In case of failure, the amount of penalty will be recovered as per para 7 of the above.

**19. MAINTENANCE PERIOD**

The tenderer(s) shall be required to maintain the work effectively for a period of **Twelve months** from the date of completion as per Clause No.47 of the General Conditions of Contract 1999 and no part refund of Security Deposit shall be permitted during the maintenance period mentioned above.

**20. CLEARANCE OF SITE**

Debris generated in course of work shall be removed from the site of the work and shall be dumped by the contractor at location specified by Engineer in-charge. If contractors fail to complete this work within a week time of the completion of the work, penalty @ 3% of work order value will be recovered from the bill.

21. **In case the overall value of the tender by public sector undertaking of the state of Central Government is higher than the value of lowest tender up to 10% the Railway reserves the rights to give preference to such public sector undertaking ignoring the lower tenderer(s).**

22. The following chapter wise item of USSOR-2010 shall not be operated:

Chapter	Items
1	014060, 014120, 014130
3	033070, 033080, 033090, 033110, 033130
4	045020, 045021, 045022, 045030, 047010, 047053, 047054
5	055100 to 055120, 056010 to 056030, 057170
6	064010 to 064090, 065110 to 065112
7	071011, 072011, 072012, 072021, 072091, 072092, 073011, 073021, 074030
9	096011, 099030, 099040, 099160, 099170, 099180
10	105010, 105020, 105110 to 105150, 106080, 106090, 106160, 107010 to 107130, 109010 to 109020, 109130, 109160, 109310
15	151300
16	162076, 162077, 162078, 162095, 162096, 162116, 162117, 162129, 162203, 162204, 162209, 162212, 162223, 162224, 162225, 162235, 162248, 162249, 162250, 162302, 162306, 162311, 162332, 162335, 162336, 162338, 162703 to 162707, 162709, 162710, 162808, 162906, 162907, 162908
17	171270, 171280, 171310, 171420 to 171440
24	242200
25	253540, 253550, 259230, 259240, 259260, 259270

**Name of work: "Zone work for year 2011-12 in Sector B (whole colony), including SE/Sec-B office & Sewage Pump House."****SPECIAL CONDITIONS /SPECIFICATIONS OF CONTRACT (PART-II) (TECHNICAL)**

<b>A</b>	<b>General</b>
IS: 456-1984 Second Revision	I.S.Code of Practice for plain and Reinforced concrete for General Building Construction
IS: 650	Specification for standard sand for testing cement
IS: 8112	Specification of 43 grade ordinary Portland cement.
IS: 1489(Pt. I &II)	Specification of Puzzolana Portland cement
IS: 460 (Part I to III)	Specification for Test Sieves.
IS: 516	Methods of test for strength of concrete
IS:1199	Methods of sampling & analysis of concrete.
IS:1200	Method of measurement of building and civil engineering
IS:1607	Method of Test Sieving
IS:2386	Parts I – Viii. Methods of tests for aggregates for concrete.
IS:2430	Method of sampling of Aggregates of concrete
IS:2571	Code of practice for laying in situ cement concrete flooring
IS: 3035	Methods of sampling and test (Physical and chemical) for water & waste water.
IS:4990	Specifications for plywood for concrete shuttering work
IS: 4082	Recommendation of stacking and Storage of construction materials.
IS:5513	Specification for vicat's apparatus.
IS:5514	Specification for apparatus used in Le-Chaterlier test.
IS:5515	Specification for compaction factor apparatus.
IS: 7320	Specification for concrete slump test apparatus.
IS:7325	Specification for apparatus to determine constituents of fresh concrete.
BS:4873	Specification for Aluminum ally Windows
IS:109	Ready mixed paints, brushing, priming, plaster, to Indian standard Colour No. 361 and 631 white and off white.
IS:2502	Code of Practice for bending and fixing of bars for concrete reinforcement.
IS:383	Coarse and fine aggregates from natural sources for concrete.
IS:2750	Specification for steel scaffoldings
IS:3696(Part1)	Safety Code of scaffolds and ladders: Scaffolds
IS:3696 (Part2)	Safety code of Scaffolds and ladders: Ladders
IS:4014(Part2)	Code of practice for steel tubular scaffolding: Safety regulations for scaffolding.
IS:1130	Specification for marble (blocks, slabs and tiles.)
IS:14223(Part1)	Polished building stones: Granite
IS-875-1954	VI.S.Code of Practice for structural safety of Building Loading Standard. Revised
I.S.1905-1969	Code of practice for Structural Safety of Building Masonry walls
I.S.1904-6	Code of practice for Structural safety of Building foundations.
IS-2527-1918	Code of practice for fixing main gutters and down pipe for roof drainage
IS-1258-196	Code of Building By-laws.
IS-1742-1972	Code of practice for building drawings.
IS-1742-1972	Code of practice for General Design and preparatory work for damp proofing water proofing of buildings.
IS-2548-1966	Code of Practice for Glazing in buildings.
	All works are to be executed as per approved drawings for the work with the revision from time to time.

- 1.1 Work to be carried out as per Indian Rly. Unified standard specifications 2010 (Vol.I& II) and Indian Railway Works manual (IRWM) code with latest correction slip.(Up to date of opening of tender)
- 1.2 Any additional information required by the tenderers may be obtained from the office of the Town Engineer, RDSO, Lucknow during office hours on any working day by appointment.

2. **Plain/ Reinforced Cement Concrete work:**

- 2.1 The IS Code of practice for the structural use of reinforced concrete in building shall form part of these additional specifications and this code and the standard practice in reinforced concrete construction that has evolved by the adoption of this code will be followed.
- 2.2 **Fine and Coarse aggregate:** Fine and Coarse aggregate for all types of concrete shall conform to Indian Rly. Unified standard specifications 2010 (Vol.I& II).
- 2.3 The mention of source by the RDSO administration does not however absolve the contractors of his/their liability to ensure that the coarse sand, stone chips and ballast as may be required for the work are strictly in accordance with standard Specification from these materials the contractor may arrange the material from any other source by obtaining prior permission of the Engineer provided the material are according to the Standard Specifications.

3. **Form Work and shuttering:**

- 3.1 Form work, centering and shuttering shall conform to Indian Rly. Unified standard specifications 2010 (Vol.I& II). For exposed concrete surface shuttering shall preferably be of steel plate/plywood. It should be sufficiently strong and rigid to resist force by vibration and incidental loads associate with it.
- 3.2 For easing and removal of centering shall be supported by double edges in order to facilitate removal of the shuttering without jarring. Centering shuttering shall be carefully eased in order to prevent the load being instantly transferred to concrete the period that shall elapse after the last pour of concrete, shall be as per Indian Rly. Unified standard specifications 2010 (Vol.I& II) or as fixed by the Engineer-in-charge.
- 3.3 If at any stage of the work during or after pouring the concrete in the structure the work is found defective such concrete shall be removed and work done with fresh concrete and adequate rigid forms at the cost of the contractor. The contractor shall also be able to pay for the cement used in cement concrete thus dismantled.
- 3.4 Provision shall be made in the shuttering for inserting fan hook, clamps, provision of conduit etc. for concealed wiring and providing architectural, functional grooves, if any, at the junction of slabs, with beams of walls or columns wherever required for architectural consideration, concealed sanitary and water supply pipes and fittings etc. as are required to be built in connection with the provision of various services in the building for service or architectural reasons. It may also be necessary to make holes in the shuttering of RCC Columns for projecting bars. The tendered rates shall include the cost of providing above mentioned services, grooves etc. and to extra payment shall be made to the contractor for making these provisions. No any deduction shall be made on account of any saving in RCC work due to these.
- 3.5 The formwork for the RCC chajjas will be so made that the drip course (including the patti and the drip) in cast with the chajjas, No extra payment shall be made for this drip course.

4. **Reinforcement:**

- 4.1 Reinforcement may be either MS round Tor steel (Cold twisted deformed bars) or TMT bars as decided by the Engineer as per approved drawings no extra payment shall be made in case of Tor steel is used in lieu of mild steel or vice versa and payment shall be made under USSOR rate 2010.
- 4.2 It shall be the responsibility of the contractor to clean the reinforcement bars with gunny bags, if they are coated with light rust or impurities and nothing extra shall be paid for the same.
- 4.3 The rate of reinforced cement concrete includes straightening and uncoiling of rolls of reinforcement. No extra payment for straightening and/or uncoiling of reinforcement of rolls shall be payable by the RDSO Administration.

5. **Concreting:**

- 5.1 The concrete shall be mixed properly in approved Mechanical Mixers as per Indian Rly. Unified standard specifications 2010 (Vol.I& II) Proper consistency shall be determined by the Engineer-in-charge by 'Slump Test' which shall be carried out by the contractor/s cost of moulds, labours, tools and plants etc. shall be borne by the contractor/s. The concreting shall commence only after the Engineer-in-charge has inspected the shuttering and placement of reinforcement and has passed the same.
- 5.2 The concrete shall be compacted immediately after placing by means of Mechanical Vibrators of suitable designed for continuous operation. The concrete should be cured by keeping it moist for at least 14 days.
- 5.3 The exposed surface of RCC work where ordered by the Engineer-in-charge, shall be brought to an even finish with 6mm thick cement plaster 1:3 (1Cement : 3 ordinary sand) to leave the surface free and smooth. No extra payment will be made on this account.
- 5.4 The surface, which is to receive plaster or where it is to be joined with brick masonry wall, shall be properly roughened immediately after the shuttering is removed.

6. **Measurements:**

- 6.1 All works will be paid for at the tendered rates on the basis of actual measurement taken at site. No account will be taken for heights and thickness over those shown in plans.
- 6.2 Measurements shall be made according to the Indian Rly. Unified standard specifications 2010 (Vol.I& II).

7. **Rates:**

- 7.1 For all items of reinforced cement items rates under non schedule, the tendered rates shall include, fixing and removal of scaffolding and centering etc. of approved design their erection, dismantling, cleaning, straightening of steel sections, binding and placing in position as per plan screening and washing the aggregate, mixing concrete mechanically and placing the same in position and use of equipment including Mechanical mixers, vibrators etc and watering during the work and during the prescribed period afterwards and finishing exposed surface. The exposed concrete surface may be finished with 6 mm thick 1:3 cement and sand plaster where so ordered by the Engineer. Nothing extra shall be paid on this account.

8. **Brick work:**

- 8.1 All brickwork shall be done in well-burnt bricks as per Indian Rly. Unified standard specifications 2010 (Vol.I& II) and in cement mortar proportions as may be specified in the drawings or as instructed by the Engineer.
- 8.2 All pipes, clamps or other fittings as may be required shall be fixed in position as the work proceeds (Conduits, Clamps and other fitting whatever is not covered by the scope of Schedule of Rates and quantities of this tender shall be supplied by the RDSO administration free of cost.) chases will have to be put into the brick walls before housing the fittings and contractor rates for brick work shall be inclusive of the cost of cutting chases. Any chase specially made after the masonry work has been completed will be at the cost of the RDSO administration.

9. **Wood work:**

- 9.1 All joinery work shall be taken in hand by the contractor as per detailed drawings or as directed by Engineer-in-charge immediately after the award of the work. The contractor shall get all the choughats and shutters approved in writing at the site of work by the authorised representative of Engineer-in-charge before fixing the same. The choughats or shutters shall not be painted oiled or waxed or treated in any other way before these are approved in writing.
- 9.2 All fittings shall be got approved from the Engineer-in-charge before fixing.



10. **Glazing for steel windows:**
- 10.1 Glazing where required shall be done with first class glazing panes (free from specs or bubbles) and shall conform to Indian Rly. Unified standard specifications 2010 (Vol.I& II). Glazing for windowpanes for bathrooms, lavatories and at other places specified shall be with frosted glass/pin head glass of approved design and quality and nothing extra shall be paid on this account.
11. **Rough cast/sand faced cement plaster 19 mm thick:**
- 11.1 All brick masonry shall be thoroughly wetted and joints raked out to a depth of at least 19mm, walls washed with clean fresh water and thoroughly wetted for 3 hours before plastering is done.
- 11.2 Rough cast/sand faced/faced pebble dash cement plaster shall be done in two layers, bottom layer 13 mm thick and top 6 mm thick shall be provided with cement sand 1:1 rough cast/sand faced according to the pattern approved and desired finished shall be brought about by sponges.
- 11.3 Samples of rough cast/sand faced plaster shall be got approved from the Engineer-in-charge before commencement of work and work shall be done strictly according to approved samples.
- 11.4 Payment for this item of work however be made under USSOR-2010.
12. **Steel Work Welded in built up Section:**
- 12.1 The IRS Code of practice for Electric Arc welding mild steel structures shall be followed wherever welding is required to be carried out.
- 12.2 Welding shall generally be done by electric process. All necessary equipment, appliances and materials shall be arranged by the contractor/s.
- 12.3 As far as possible efforts should be made to limit the welding when the structure is erected to rectify the defects only so as to avoid improper welding and damage to the structure.
13. **Water supply and sanitary installations:**
- 13.1 For execution of sanitary installations and water supply work, the contractor shall arrange a licensed plumber and especially skilled artisan shall be employed by the contractor for sanitary installation work. The work shall be executed as per Indian Rly. Unified standard specifications 2010 (Vol.I& II).
- 13.2 The work of providing G.I or/and SCI pipes required shall proceed alongwiththe construction of the building of avoid demolisation or braking up of masonry at later stage.
- 13.3 Sample of sanitary installations and fittings such as W.C.Pans, Wash hand basins, sinks etc. shall be ISI certification marked & submitted to the Engineer-in-charge for approval before supplying and fixing the same and the contractor shall ensure that all fittings are strictly in accordance with approved samples.
- 13.4 C.I. Pipes and fittings shall conform to ISI specification and samples and samples shall be got approved from the Engineer-in-charge before using the materials in work.
- 13.5 R.C.C pipes specifications as contained in IS-488 of 1971. There should be tested and certified by approved testing agency/laboratory and certificates to this effect should be produced by the contractor if asked for approval of material by the Engineer. Nothing extra will be paid for testing and certification by testing agency/laboratory.
14. **Flooring:**
- Flooring shall be laid using approved quality sand and coarse aggregate as per Indian Rly. Unified standard specifications 2010 (Vol.I& II). Floors shall be laid in panels and if dividing strips are provided no extra payment shall be made for the same.
15. **Painting:**
- Standard brands of paints and primers as per relevant ISI Codes and as approved by the Engineer in charges shall be used for painting woodwork and steel work. The rates cover the cost of all labour and materials, cleaning materials, ladders, scaffolding tools, plants and equipments, (including brushes) of approved patterns at Contractor expensed. Mode for measurement for payment shall be same as detailed in USSOR-2010.
- 15.1 Grooves for architectural features will be provided in the plaster both in vertical and horizontal planes as required at site and nothing extra to that of the rates of plastering shall be paid.

16. The contractor shall not dig pits within RDSO land for excavation of shingle or earth for mortar which must be arranged from outside by the contractor himself/themselves at his/their own cost. Earth required for mortar shall be brought by the contractor from outside of RDSO's land and for which not lead, lift or royalty or any other charge will be paid by the RDSO Administration.
17. In case of any dispute regarding interpretation of any of the above quoted clauses, the decision of Director/Civil, RDSO, Lucknow will be final and binding on the contractor.
18. The word "Northern Railway" and General Manager" appearing in the General Conditions of Contract 1999 of the Northern Railway will mean " Research Designs and Standards Organisation and Director General & ex-officio General Manager/RDSO/Lko.respectively.
19. It may please be noted that sales tax as per rates applicable shall be deducted at source while making payment.
20. The empty cement bags for supply of cement by the RDSO shall be the property of the contractor and the cost of the same shall be recovered at the rates of Rs. 3.00 per empty cement bags from the bills of the contractor. The Railway, however, reserve the right to take empty cement bags as are in good condition & in that case no recovery will be affected from the contractor's bill.
21. The materials which are required to be issued by the Railways (RDSO) in terms of USSOR-2010 will normally be issued to the contractor at IOW's godown and all lead and lift from there to the site of the work would be at the expense of the contractor.
22. The tendered rates shall also include cleaning of jungles, dressing and leveling of surface, etc. that may be necessary for laying staking the material, tools and plants, etc. at the site of work whether brought by the contractor or issued by the RDSO administration prior to their being used on the works.
23. The contract will deemed to have entered into at Lucknow and therefore would be under the jurisdiction of all court in Lucknow.

**CERTIFICATE TO BE GIVEN BY THE BIDDER**

**(Applicable in case of use of downloaded tender documents)**

I/We.....  
....certify that I/We have checked this downloaded bid documents alongwith application form with the bid documents available online at [www.rdsso.gov.in](http://www.rdsso.gov.in) and there is no discrepancy/variation/printing mistake and it is further certified that no alteration/modification has been made in the bid documents and the application for. I/We accept that the entire responsibility of ensuring that this application form along with other documents are as per original available on website is mine/ours. I/We also agree that if anything contrary is found the decision of RDSO/Administration will be final and binding on me/us.

**SCHEDULE OF ITEMS, QUANTITY & RATES**

**Name of work: Zone work for year 2011-12 in Sector B (whole colony), including SE/Sec-B office & Sewage Pump House.**

App. Cost: Rs.25,59,071.00

Date of Opening: 17.08.2011

Earnest Money: 51,190 /-

Date of completion: 30.06.2012

S. N.	Description of Schedule of items Based on USSOR-2010 Indian.Rly.	At par cost	Unit	Rate to be quoted by the tenderer in figure & words
1	All items of work Ch.1 (Earth work)	27,450.00	% age above/below of USSOR-2010	
2	All items of work Ch.2 (Carriage of material).	2,456.00	% age above/below of USSOR-2010	
3	All items of work Ch.3 (Plain Concrete),	13,012.00	% age above/below of USSOR-2010	
4	All items of work Ch. 5 (Brick work)	20,368.00	% age above/below of USSOR-2010	
5	All items of work Ch. 9 (Flooring),	3,16,895.00	% age above/below of USSOR-2010	
6	All items of work Ch. 11 (Finishing masonry)	13,31,602.00	% age above/below of USSOR-2010	
7	All items of work Ch. 12 (Painting & Polishing)	2,03,447.00	% age above/below of USSOR-2010	
8	All items of work Ch. 13 (Water supply)	17,237.00	% age above/below of USSOR-2010	
9	All items of work Ch. 17 (Misc. Building work)	30,105.00	% age above/below of USSOR-2010	
10	All items of work Ch. 18 (Dismantling & Demolishing)	10,871.00	% age above/below of USSOR-2010	
11	All items of work Ch. 25 (Supply of Building Materials)	5,32,906	% age above/below of USSOR-2010	

**N.S. Items:**

S.N	Description of work	Qty	Unit	Rate	Cost
1	Cleaning of overhead tank (Residence) two times with bleaching powder and put the date of cleaning on tank As per specification.	900 No.	Each	58.58	52,722.00
<b>Total</b>					<b>52,722.00</b>
Total for NS Item Rs. 52,722.00		In words			
		In Fig.			
		% age above/below/at par			

**Note:**

- The tenderer is required to quote rate against items in words & figures both on individual or whole items failing which his tender is liable to be rejected.
- For USSOR item No 1 to 11 contractors will quote his rate on % age basis above/below/ at par on Northern Railway USSOR-2010.
- Contractor required to quote single rate for all NS item i.e. %age above/below or at par for N.S. item no. 1.
- Tender consists of 11 (Eleven) Schedule items and 1 (One) Non-schedule item.
- The basic Cost of schedule and non schedule items mentioned above are only approx. and subject to change as per requirement.
- Sales Tax and Income Tax as per rates applicable shall be deducted at source.
- All the works should conform to Indian Rly. Unified standard specifications for Material and works for Engg.Deptt.
- Contractor should submit their PAN and Bank Account No. separately.