



OPEN TENDER NO: BDRCL/Earth work in embankment & Shifting of Ballast/2024/3

Earth work for Widening of Cess by Railway's earth and by contractor's own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd

Bharuch Dahej Railway Company Limited



**INVITE
OPEN TENDER
FOR**

“Earth work for Widening of Cess by Railway's earth and by contractor's own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd.”

REQUEST FOR PROPOSAL DOCUMENT

OPEN TENDER NO: BDRCL/ Earth work in embankment & Shifting of Ballast/2024/3

Issue of Notice for Tender	Date: 12.04.2024
Sale of Tender Closes on	Date: 07.05.2024 by 12.00 hrs.
Tender Submission	Date: 07.05.2024 by 14.00 hrs.
Opening of Tender	Date : 07.05.2024 by 15.30 hrs.

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

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 Tenders 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.

TENDER NOTICE

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

S. No	NAME OF WORK:	Estimated Cost (Rs.)	EMD Amount (Rs.)	Cost of tender document Rs.	Completion Period
1	Earth work for Widening of Cess by Railway's earth and by contractor's own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd.	1,19,90,660	2,10,000	5000/-	9 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 Addl. General Manager (Civil), Bharuch Dahej Railway Company Limited (BDRCL), #39-42, 3rd Floor, H Block, Indra Palace, 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:

- a) Sale of Open Tender begins on **12.04.2024**.
- b) Sale of Open Tender closes on **07.05.2024 by 12.00 hrs.**
- c) Submission of Open Tender closes on **07.05.2024 by 14.00 hrs.**
- d) Tender opened on **07.05.2024 by 15.30 hrs.**

The Tender document can also be downloaded from BDRCL web site www.bdrail.in with effect from 12.04.2024. **The cost of Document is Rs. 5000/- (Rupees Five Thousand)** to be payable by Demand Draft./Cheque Demand Draft is payable in favor of BHARUCH DAHEJ RAILWAY COMPANY LIMITED payable at Vadodara 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 will be summarily rejected. Under no circumstance the cost of Tender Document will be refunded to the applicants.

1. SUBMISSION OF TENDERS:

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

Last Date & Time for submission of tender 07.05.2024 by 14.00 hrs. at the Office of BDRCL,Vadodara, 390020

1.1 Tenderers are required to submit the following documents along with the tender:

- (i) EMD
- (ii) Certificate in support of credentials
- (iii) Turn over certificate
- (iv) DD for cost of tender
- (v) Any other documents specified by the BDRCL for the tender work.

The tender is not accompanied by any of the documents mentioned above (under MUST MEETCONDITION), the tender shall be summarily rejected. No post tender correspondence will be pertained 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 refer red above) submitted along with the tender offer.

(ii) Any certificates /documents offered after the tender opening shall not be given any credit andshall not be considered.

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

1.3 The offer of Tenderer(s) who do not enclose Experience Certificate and Turnover Certificate with requisite details and supporting documents, alongwith their Tender to establish their credentials shall be summarily rejected, even though they are working contractors on approved list.

(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 the mass the lowesttenderer.

iv) BDRCL reserves the right to verify the authenticity of thedocuments/information furnished.

**For Managing Director
BDRCL**

2. ELIGIBILITY OF BIDDERS

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

- 2.1 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.
- 2.2 The 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. 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.

Any Civil Engineering Works.

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.
- 2.3 The tenderer should enclose certified copies of Balance Sheet and Profit and Loss Account and ITR Copy for each of the years

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

2.4 Additional Mandatory Documents required to be submitted with this Tender

- 2.4.1 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.
 - 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.

3 INSTRUCTIONS TO TENDERERS

Tender is invited from Tenderers for “Misc. Works of Repairs at Station Buildings, Gate Lodges and various Level Crossing Road including Premix Carpet & Painting work etc, on Bharuch-Dahej Section of Bharuch- Dahej Railway Company Limited.” The tender should be furnished in

the format at Para 4 Section – I 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.5000/- (Rupees Five thousand only)** as the Cost of this Document to be payable by Demand Draft. Demand Draft is payable in favor of BHARUCH DAHEJ RAILWAYCOMPANY LIMITED payable at Vadodara should be submitted along with the offer at the time of submission in separate envelope marked “Cost of Tender Document”.
- 3.1.2 The Tenderer shall deposit an Earnest Money/Bid Security of **Rs.2,10,000/- (Rupees Two Lacs Ten Thousand 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 Vadodara.**
- 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 Tenders 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 Tendered 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, material misrepresentations made by the Tenderer.

The Tenderer does not provide, within the time specified by the BDRCL, the supplemental information sought by BDRCL for evaluation of the Tender, or 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. Any queries or request for additional information concerning this Tender shall be submitted in writing to the Engineer in charge, BDRCL, New Delhi or by email to agmcivil@bdrail.in the envelopes/communication shall clearly bear the following identification/title: “Clarification for Tender No : **Earth work for Widening of Cess by Railway’s earth and by contractor’s own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd.**”

3.1.9 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. 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.
- (ii) The successful tenderer who is liable to be registered under CGST/IGST/UT GST/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.
- (iii) 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.

3.1.10 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.

3.1.11 BRIEF DESCRIPTION OF THE TENDERING PROCESS

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. 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. 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 the Tendering Process and reject all Tenders, at any time during the Tendering Process, without thereby incurring any liability to the affected Tendered(s) or any obligation to inform the affected tenderer(s) of the grounds for

BDRCL 's section.

Tenders with alteration over writing etc. shall be summarily rejected.

3.2 SEALING AND MARKING OF TENDERS

3.2.1 The envelope containing the tender super scribed with the Tender Number and Due Date of submission, shall be addressed to Managing Director, Bharuch Dahej Railway Company Limited (BDRCL), #39-42, 3rd Floor, H Block, Indra Palace, Connaught Circus, Middle Circle, New Delhi – 110 001

3.2.2 The tender shall contain following documents:

- (i) **Account Payee Cheque or Demand Draft for Rs. 2,10,000/- (Rupees Two Lacs Ten Thousand only) as Earnest Money in favour of Bharuch Dahej Railway Company Limited, payable at Vadodara**
- (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 seal on all page sand the price offers specified Para– 4.**

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

3.2.3 The Tenders can be by hand delivery (dropped in the Tender Box), to Engineer in charge, Bharuch Dahej Railway Company Limited (BDRCL), 301/302, Rubellite Building, 32, Ajit Nagar Society, near Urmi Char Rasta, Vadodara–390020

3.2.4 **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.**

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

3.4 TENDER DUE DATE

3.3.1 Tenders should be submitted on or before 07.05.2024 by 14:00 hours IST on the Tender Due Date, at the address provided in Clause 5.4.1 in the manner and form as detailed in this Document.

3.3.2 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 afore- mentioned address after the submission time on the schedule date, it will be treated as **LATE** Tender.

Last Date & Time for submission of tender 07.05.2024 by 14:00 hours at the Office of BDRCL, 301/302, Rubellite Building, 32, Ajit Nagar Society, near Urmi Char Rasta, Vadodara-390020

3.4 **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**. 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.

3.5 **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 : **07.05.2024** by 15.30 hours
Place of Tender Opening : Office of BDRCL, Vadodara

3.6 **STATUTORY COMPLIANCES AS PER APPLICABLE LAWS**

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

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.

3.6.2 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.

3.6.3 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.

3.6.4 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 **Earth work for Widening of Cess by Railway's earth and by contractor's own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd.**

4.1 The contents of this **RFP Document** include the following:

- 4.1.1 Information and Instructions to Applicants, Evaluation criteria or 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: Earth work for Widening of Cess by contractor's own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd.

- 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 10.04.2024. The cost of the tender document is Rs. 5000/- (to be payable by Demand Draft/Account Payee Cheque in favour of Bharuch Dahej Railway Company Limited payable at Vadodara and be submitted along with the offer at the time of submission in a separate envelope marked "Cost of Tender Document", failing which the offer will be summarily rejected. Under no circumstances the cost of Tender Document will be refunded to the applicants. Applicants/Tenderers submitting tender document/s should ensure the submission of the following undertaking in "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 VADODARA, for the sum of Rs. 2,10,000/- (Rupees Two Lacs Ten Thousand only) will be required to be submitted by each tenderer. 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 there in while in their possession nor be liable to pay interest thereon.

- (a) 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.**
- (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 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 stipulation, the aforesaid amount shall be liable to be forfeited to the BDRCL.
- (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 BDRCL 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.

5.4 ENQUIRIES & CLARIFICATIONS

Enquiries, if any, can be addressed to:

Engineer in charge
Managing Director
Bharuch Dahej Railway Company Limited (BDRCL)
#39-42, 3rd Floor, H Block, Indra Palace,
Connaught Circus, Middle Circle,
New Delhi – 110 001

[Email: agmcivil@bdrail.in](mailto:agmcivil@bdrail.in)

5.4.1 SUBMISSION OF PROPOSAL

The Applicants shall submit its Proposal in the following covers:

Cover-1: Cost of Tender Document. (Through Demand Draft) for Rs.5000/- Drawn in favor of BDRCL)

Cover-2. Earnest Money Deposit. (Through Demand Draft/Account Payee Cheque) Rs 2,01,100/- (Rupees Two Lacs one Thousand one 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.

5.4.2 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;

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.

Cover1. Cost of Tender Document

“Earth work for Widening of Cess by Railway’s earth and by contractor’s own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd.”

Submitted by (Name of the Tenderer/Applicant)-

Cover 2. Cost of Earnest Money Deposit

“Earth work for Widening of Cess by Railway’s earth and by contractor’s own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd.”

Submitted by
(Name of the Tenderer/Applicant)-

Cover-3 – Financial Proposal.

The applicant shall place the original Financial Proposal in a sealed envelope which shall be superscribed as under.

“Earth work for Widening of Cess by Railway’s earth and by contractor’s own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd.”

5.5. LAST DATE OF TENDER SUBMISSION

The Proposals must be received by BDRCL by 14:00 hrs. of 07.05.2024 at below address.

Managing Director
Bharuch Dahej Railway Company Limited (BDRCL)
301/302, Rubellite Building,32, Ajit Nagar Society, near Urmi Char Rasta, Vadodara–390020

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 15:30 hours** on the last date of submission's. 07.05.2024. 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 dead line for submission of tenders shall be returned to Tenderers in unopened 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.

Sr.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 Annexuree - 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
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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 specific 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/ 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 work viz.,
(MUST MEET CONDITION) **“Earth work for Widening of Cess by Railway’s earth and by contractor’s own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd.”**

or

Any Civil Engineering Works.

(b) Financial eligibility criteria:

The 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. 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.

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 enclosed.
- 5.10.2 **Certificates from** ‘private individuals’ for whom such works are executed/being Executed will not be accepted.
- 5.10.3 The works executed by the tenderer for Government Departments or Semi Governments/Public Sector Undertaking or from a Private reputed Company shall only be considered for eligibility. **Works executed for other than these parties shall not be considered.** The experience certificate shall be issued by an Officer in the level of Junior Administrative Grade or Superintending Engineer or equivalent Grade or General Managers in other departments indicating therein the name of works executed, value of works and period during which completed, bills paid, etc., The certificate should be are 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 available 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 Earnest Money should be paid through “DEMAND DRAFT/Account Payee Cheque of schedule bank” IN FAVOUR OF ‘BHARUCH DAHEJ RAILWAY COMPANY LIMITED Payable at Vadodara. War Bonds and Government Promissory Notes will not

be accepted towards the Earnest Money. No interest shall be paid on the earnest money. Earnest Money to the unsuccessful Tenderers will be returned within thirty (30) days from the date of issue of the LOA to the successful Tenderer.

The tenderer shall hold the offer open till such date as may be specified in the tender. It is understood that the tender documents have been sold/issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting his tender he will not 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 here in 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 not be liable to pay interest thereon.

- 5.10.8 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.
- 5.10.9 If the tenderer deliberately furnishes wrong information in his/their Tender or creates/create circumstances for the acceptance of his/theirtender, BDRCL reserves the right to reject such tender at any stage.
- 5.10.10 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.
- 5.10.11 Tenders must enclose in a sealed cover, superscribed 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 14:00 hours on 07.05.2024 or Deposited in the box kept for the purpose. The boxes will be sealed at 14:00 hours on 07.05.2024 and will be opened at 15:30 hours on 07.05.2024 at the place mentioned above.**
- 5.10.12 Non-compliance with any of the condition set forth here in above is Liable to result in the tender being rejected.
- 5.10.13 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.
- 5.10.14 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.

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

- 5.10.17 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/en-cashed 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 6% 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. 50Crore, 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.

- (c) Maintenance Certificate issued, on expiry of the maintenance period.

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 GCC, 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 **3 % of the original contract value**: -

- (i) Irrevocable Bank Guarantee;

- (ii) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (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) 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.
 - (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
 - (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be cashed.
 - (g) 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 here in 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 GCC.
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 contractor 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 stated 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**

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.

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 Engineer on behalf of 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 earth work 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 expressly included and provided for in the Specifications and Drawings and the amounts to be paid there for 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 not be applicable.

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, moulds, fittings, centering, 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 BDRCL, 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 maybe 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 there upon 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 in charge.

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 Contract or 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 BDRCL'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 BDRCL 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 BDRCL 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, BDRCL shall recover liquidated damages equal to 10% of claimed gross bill value.

(ii) On any next occasion of noticing any exaggerated/false measurement, BDRCL 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 BDRCL 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 BDRCL he has executed in terms of the contract. All payments due on the BDRCL 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 hereof are not being carried out to his satisfaction.

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 up to ₹1 will be reckoned as ₹1.

12.1 **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 BDRCL'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 BDRCL, The work has been completed and has satisfactorily passed any final test or tests that maybe prescribed, the Engineer of BDRCL 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

BDRCL against the contract concerned.

The Engineer of BDRCL 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:** The Contract shall not be considered as completed until a Maintenance Certificate, if applicable, shall have been signed by the BDRCL's Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the BDRCL's 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 GCC 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 BDRCL.

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

1. Further Details of Tender is placed at Annexure I.
2. Details of Work Schedule are placed at Annexure II.

**FORM - 1 FORMAT OF COVERING LETTER / PROPOSAL SUBMISSION
FORM
(MUSTMEETCONDITION)**

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

To

Managing Director
Bharuch Dahej Railway Company Limited (BDRCL)
301/302, Rubellite Building, 32, Ajit Nagar Society,
near Urmi Char Rasta, Vadodara-390020

Dear Sir,

Sub:- Earth work for Widening of Cess by Railway's earth and by contractor's own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd.

The undersigned offer for Earth work for Widening of Cess by contractor's own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd. In accordance with tender Document and our offer is submitted herewith. We are hereby submitting our

offer, which includes a Financial Proposal and other Forms sealed under 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 maybe 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 Resolutioner PoA):

Name of the firm:

Date :

FORM NO. – II

EXPERIENCECERTIFICATE.

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/
FIRMONHIS/THEIR LETTER HEAD**

TO WHOM SO EVER CONCERNED.

We----- are Auditors for the Firm/Applicant since last (many) years. On the Strength of the above association, we reissuing 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 formworks contracts executed for Govt./Govt. bodies/PSUs. Rs.	Remarks (if any)
(1)	(2)	(3)	(4)

Signature

Name of CA with Membership No

Address: Office Seal with Registration No.:

Phone No.:

Email:

Date:

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 any day of the month.

“BDRCL” means Bharuch Dahej Railway Company Limited.

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

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

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

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

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.

15.4.3 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.

15.4.4 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.

15.4.5 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.

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 information.

15.4.6 Representatives

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

15.4.7 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 delay is on account of BDRCL. However, if the Agency/Tenderer replaces/changes any of the Key Personnel without the prior consent/approval of BDRCL, then a sum equal to 1.5% of contract value will be deducted by BDRCL from the Agency for every change of key professional.

- 15.4.8 If BDRCL finds that any of the Personnel have (i) committed serious mis conduct 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 are placement a person with qualifications and experience acceptable to the BDRCL.
- 15.4.9 The Agency/ Tenderer shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- 15.5 Liability of Agency/Tenderer to BDRCL**
- The Agency/Tenderer shall only be liable to pay compels action to BDRCL arising out odor in connection with the Agreement if breach of Contracts established against him. Such compensation shall be limited tithe fee actually paid to the Agency under this Contract.
- 15.6 Duration of Liability**
- The Agency shall not be considered liable for any loss or damage resulting from any occurrence unless acclaim is formally made on him as may be prescribed by law.
- 15.7 Contract Period**
- Following process should be followed for commencement of the contract period
- 15.8 Within 15 days of the issue of the Letter of Acceptance by BDRCL to the Tenderer, the Tenderer shall physically commence the work.**
- 15.9 The contract shall deem to commence only when full staff with tools and plants are deployed.
- 15.10 The contract period for 09 months from the date of issue of letter of Acceptance.
- 15.11 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.
- 15.12 Modifications**
- The Contract can be modified with mutual consent.
- 15.13 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".
- 15.14 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 may be 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 contract the 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 BDRCL employees or by other Contractor employed by the BDRCL 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 given 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 BDRCL 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 there of or entitle the Contractor to damages or compensation there of 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 (Performa 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. 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.

	Duration of extension of time under Clause 17B	Rate of Liquidated Damages
	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
	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
	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

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 BDRCL 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.

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

16.3 Abandonment, Suspension or Termination

(a) By Notice of BDRCL

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

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

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

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

(b) By Notice of the Agency/Tenderer

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

16.4 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.

16.4.1 Payment to Agency/Tenderer

The Tenderer shall arrange to submit the monthly bills duly verified by BRCL officials within 45 days from the close of billing period.

16.4.2 Time for Payment

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

16.4.3 Currency of Payment

All payments shall be made in Indian Rupees.

16.4.4 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.

16.5 Language and Law

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

16.6 Assignment and Sub-Contracts

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

16.7 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.

16.8 Conflicts of Interest.

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

16.9 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 by 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

16.10 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 their appeal 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

Any dispute or claim arising out of or relating to this Agreement or the breach, Termination or the invalid there of, shall first be attempted to be settled by conciliation. 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. The Conciliator shall make the settlement agreement after the parties reach agreement and give an authenticated copy thereof to each of the parties. 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. 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. Any dispute that cannot be settled through the Conciliation procedure shall be referred for Arbitration. The parties agree to comply with the award resulting from arbitration anyway, either aright stony form of appealing fares such waiver can validly be made.

d. ARBITRATION

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.

The place of arbitrations shall be Vadodara, Gujarat, India.

Each Party to the Dispute shall appoint one arbitrator and the two arbitrators so appointed shall mutually agree to and appoint the other 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 thereunder shall apply such arbitration proceedings.

The language of the arbitration shall be English.

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 as peaking award.

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.

Any modifications/ amendments in the prevailing Arbitration and Conciliation (Amendment) Act will be applicable.

e. Force Majeure

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.

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 on-performance or delay in performance.

The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

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. In case of doubt or

dispute, whether particular occurrence should be considered an “event” as defined under this clause, the decision of the BDRCL shall be final and binding.

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 replace infamy work that has been delivered shall be borne by the BDRCL.

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.

If neither party issues notice regarding the event within 21 days of its occurrence, the said event be deemed to have occurred and the Contract will continue to have effects such.

17 Part II: Special Conditions of Contract (SCC)

Language of the Agreement shall be English.

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

Notices shall be delivered to: For BDRCL:

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

ANNEXURE

**BHARUCH DAHEJ RAILWAY COMPANY LIMITED (BDRCL)
TENDER FORM**

Name of Work: **Earth work for Widening of Cess by Railway’s earth and by contractor’s own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd.**

To
Managing Director
Bharuch Dahej Railway Company Limited (BDRCL)
301/302, Rubellite Building, 32, Ajit Nagar Society,
Near Urmi Char Rasta, Vadodara–390020

I/We have read the various conditions to tender attached hereto and agree to a Tendered by the said conditions. I/We offer to do the work for BDRCL, at the rates 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 Tendered 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. Rs. **2,10,000/- (Rupees Two Lacs Ten Thousand only)** 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 Tenders 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 formal agreement is prepared and executed, acceptance of this tender shall constitute binding contract between us subject to modifications, as may be mutually agreed to between 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)

**OPEN TENDER NO: BDRCL/ Earth work in embankment & Shifting of Ballast/2024/3
BHARUCH DAHEJ RAILWAY COMPANY LIMITED**

Engineer in -charge /BDRCL acting for and on behalf of MD/ BDRCL invites Tenders for the following works. The closing Date and Time is 07.05.2024 at 14:30Hrs.

Name of the work.	Earth work for Widening of Cess by Railway's earth and by contractor's own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd.
Tender Type.	Open
Cost of Document	Rs. 5000/-
Advertised Value.	Rs. 1,19,90,660/-
EMD	Rs. 2,10,000/-
Tender Closing Date & Time	07/05/2024 at 14.00 hrs.
Tender Opening Date & Time	07/05/2024 at 15.30 hrs.

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

- a. Tender Forms–First Sheet and Second Sheet
- b. Special Conditions/Specifications of Indian Railway applicable
- c. Schedule of approximate quantities(enclosed)
- d. Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected up to latest correction slips 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 tendered(s) shall quote rates / rebates only at specified place in tender Form. Any revision of rates/rebates submitted (quoted)
- III. through a separate letter when they are enclosed with the Tender (Tender Form) or submitted separately or mentioned elsewhere in the document of the than specified place shall be summarily ignored and will not be considered.
- IV. *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.*

2 - Power of Attorney for signing of Tender

Know all men by the represents, 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 “Manufacturing, supplying, installation, commissioning of non-interlocked lifting barrier with lever locking device on 13 nos. of level crossings on Bharuch-Dahej Section of Bharuch Dahej Railway Company Limited. , for field unit of BDRCL at Bharuch AGM(M)Vadodara.” for which tenders are invited by BDRCL including but not limited to signing and submission of all Open Tenders, Tender and other documents handwritings, participate in renderers 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.



IN WITNESS WHERE OF WE,.....,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF -----2024.

(Name, Title and Address of the Attorney)

(Signature, name, designation and address)Witnesses:

- 1.
- 2.

(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 executants(s) and when it is so required, the same should be under common seal affixed in accordance with the require procedure.

Wherever required, the Tendered should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney infamous of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tendered.

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

PROFORMA-1

1	Full name of Tendered/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-IIA

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 renderers 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 gazetted officer.

Signature of the Tenderer

PROFORMA-IIB

DETAILS OF WORKS UNDER EXECUTION OR TENDERED FOR

S r . N o	Nam e of work	Organi za tion for whom is being done/ Tender ed.	Pla ce	Ten de red cost	Work in progress		Work Tendered for			Rem arks
					Dat e of com m enc em ent	Expe ct ed date of comp let ion.	E stt . co st	Da te W he n de cis ion is ex pec ted	Stipul ate d date or period of compl eti 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

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 where required.

Signature of the Tenderer

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

(The Bank Guarantee(BGs) to be submitted by the suppliers/contractors should be sent directly to

The Managing Director
Bharuch Dahej Railway Company Limited (BDRCL)
#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 Engineer in-charge
Bharuch Dahej Railway Company Limited (BDRCL)
#39-42, 3rd Floor, H Block, Indra Palace,
Connaught Circus, Middle Circle,
New Delhi – 110 001

1 On 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(here in after 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 requestor contractor/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. 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 paymentso made by us under this bond shall be a valid discharge of our liability for payment there under and the contractors(s)/supplier(s) shall have no against us form acing such payment.

- 4 We,.....(indicate the name of the bank) further agree that
The guarantee here in 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 o f t h e B a n k) 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 what so ever 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 theGovernment in writing. Dated this _____ day of 2024.

For _____

(Indicate the name of the Bank)

Signature of Tenderer

for Managing Director



18. GENERAL CONDITIONS OF CONTRACT

18.1 GENERAL

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

Any special condition stated by the tendered(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.

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

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

The Tenderer shall comply with the provisions of the Contract Labor (Regulation and Abolition) Act 1970 and the Contract Labor (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.

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 in case of the resultant non-execution of the work.

The Tenderer shall pay including the increased wages, if any, as per Minimum Wages Act to the labor employed by him directly or through sub-Tendered 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 labor 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.

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 where inapplicable.

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 be paid so the amount of expenditure so incurred, and without prejudice to the rights of the BDRCL under section 20 subsection(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.

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.

18.3 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 book should be followed and no claim for the misinterpretation shall be pertained.

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

18.4 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.

18.5 TAXES AND ROYALTIES

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.

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.

18.6 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.

18.7 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.

18.8 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.

18.9 INSTRUCTION/DIRECTIVES OF THE BDRCL'S REPRESENTATIVE

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.

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 and a non-compliance for the purpose of this clause shall be final and conclusive.

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 all times the safe working conditions at the work site.

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.

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.

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.

18.10 AGREEMENT/SUB-AGREEMENT

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.

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

18.11 SIGNING OF CONTRACT DOCUMENTS



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 another rights or remedies.

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 reacted as canceled. BDRCL shall be entitled to forfeit the full amount of the earnest money and to recover the liquidated damages for.

18.12 MODE AND TERMS OF PAYMENT

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 on pro-rat abases every month.

18.13 SETTLEMENT OF DISPUTES

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.

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.

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.

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 favor 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:.....

NAME OF WORK:- "Earth work for Widening of Cess by Railway's earth and by contractor's own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra



**and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd.”
SCOPE OF WORK**

1.1 The scope of work consists of **Earth work for Widening of Cess by Railway’s earth and by contractor’s own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd.** as per Schedule- A.

1.2 Time is the essence of the work. The entire work shall have to be completed within 9 (nine) months from the date of acceptance letter.

SPECIAL CONDITIONS OF CONTRACT (Technical):

1. The contractors should ensure that there is no damage/obstruction to the trains and the road users during the time of the work is progress. The contractor shall be held responsible for any damage/obstruction occurring to the Railway’s property during the course of the execution of the work.
2. The contractor shall maintain and rectify defects that may arise in the work executed for a period of 9 (Nine) months from the date of commissioning of the work, should any dispute arise as to the correctness of the defects pointed out, the Engineer in charge’s decision shall be final and binding. If so, desires may rectify the defects and the expenditure so incurred and enhanced by the departmental charges will be recovered from the contractor’s due.
3. The contractor will have to make his own arrangements for transporting the material to the site of work at his own cost.
4. The materials to be used in the work shall conform to the specification laid down in the Western Railway Standard Specification for materials and works and IS specifications wherever applicable.
 - (i) In case of any ambiguity between the plans and site conditions etc., decision of the BDRCL shall be final and binding on the contractor.
 - (ii) The rate includes cost of required materials, labour, tool, taxes etc. complete and nothing extra shall be payable other than the rate accepted. No Railway materials shall be issued to the contractor unless and until specified in the item and special conditions of the contract. Nothing extra shall be paid for lead, lift, loading/unloading and stacking. In cases of certain dimensions shown in the plans may have altered by the engineer in charge to the site requirement and the contractor will be bound to carry out the work according to the rates quoted by him/them, no claim/compensation whatever will be entertained in this regard. Entire work shall be done as per special conditions, working plans and as directed by Engineer in charge.

6 Mode of Measurement and Payment:

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



7 INDEMNITIES

7.1 During the performance of the works, the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws, rules, regulations and orders and any other provisions having force of law made or promulgated or deemed to be made or promulgated by the Government or government agency or BDRCL, municipal boards, Government of other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable laws. The contractor shall assume full responsibility for the payment of all contributions and pay rolls taxes as to its employees, agents engaged in the performance of the work specified in the contractor documents.

7.2 The contractor shall be liable to honor Central and State Govt. laws, statutory rules, regulations, notifications like legislation, local self govt./Municipal requirements, etc. and shall be solely responsible for any breach thereof. BDRCL stands indemnified against any penalty/prosecution consequent to the violations (deliberate or inadvertence) by the contractor or his employees, representatives, etc. of such statutory provisions in force.

8 SUB-CONTRACTS

8.1 The Contractor shall not assign, sub-contract or sub-let the whole or any part of the work covered under the contract.

8.2 MD/BDRCL reserves the right to refuse or permit any person to participate in the work in the work covered by the contract. Contractor shall be and remain primarily and principally liable to the MD/BDRCL in terms here of and for the due fulfilment of the contracted works.

8.3 If the party deliberately gives wrong information in his Tender BDRCL reserves the right to reject such quotation at any stage, and forfeit his security Deposit.

8.4 If the party expires after the submission of his Tender or after the acceptance of his quotation BDRCL shall deem such quotation as cancelled unless the firm retains its character.

8.5 If the contractor fails to carry out any of the terms and conditions of the contract , BDRCL shall be at its liberty to deduct and retain the amount of any loss or damage together with any cost, charges or expenses both legal and otherwise with the BDRCL, or any of its officers may sustain inconsequence of such failure from the amount of the Security deposit so far as the same extend and if such loss or damage or costs charges and expenses as aforesaid shall exceed the amount of the said deposit the balance of such loss or damage or cost, charges and expenses as aforesaid may be recovered from any money for the time being due or to become due and payable to the contractor by the BDRCL in pursuance of this agreement or be recovered from them by suit or any other means and the decision of BDRCL in regard to the amount of such loss the deductions of the same from the said deposits or from any money due or become due and payable to the contractor and aforesaid shall be final and binding upon the contractor.



- 8.6 The contractor shall not assign or sublet or transfer this contract or any part thereof or take any partner or partners who will derive any interest under this contract without the consent of BDRCL; in writing under the head of the AGM ((M) BDRCL first hand and any act of the contractor in breach of the provisions of this clause or any of them shall be void and of no effect as against the BDRCL.
- 8.7 The contractor shall be responsible to comply with the Provision of the Employment of Children Act, 1938 of any Statutory Modification thereof and the rules framed under the said Act.
- 8.8 Widening of Earth work in embankment:-**
- 8.8.1 All banks, if executed manually shall be made in successive layers, not more than 30 cm in depth, over the whole width and slightly concave in section so as to retain water for subsidence. The subsequent top layer shall be started only when the previous layer has been completed for a length not less than 30m along the embankment.
- 8.8.2 Clods:- All large clods (larger than 15 cm) shall be broken up in the borrow pits or bank by labour specially deputed for this work. This shall be strictly ensured.
- 8.8.3 Bunding of Bank Top : In banks executed manually/mechanically, before the commencement of monsoon, continuous longitudinal earth bunds, 25 cm high and 30 cm wide on the top with side slopes of 2:1, are to be made on the outer edges of the top of embankments, together with cross bunds of the same dimensions at every 15m, so as to impound rain water to expedite consolidation. This work shall be paid for separately at the rate for soft/loose soil and may be left uncompacted.
- 8.8.4 Benching : In widening an existing bank, steps 30cm in height and approximately 60 cm wide, shall be cut in the existing bank before any new earth is placed, to form a bond between the new and old earth work. Similar benching is to be provided in side-long ground of which the slope at right angles to the alignment of the banks is 3 Horizontal to 1 vertical or steeper or if ordered by the Engineer. The benching in side long ground will not be separately measured or paid for, but is deemed to be covered by the initial rate for earth work.
- 8.8.5 Selection of land:- availability of adequate quantity of earth for contractor's earth the contractor shall get the prior approval of the Engineer for the quality of earth. The disturbed / undisturbed soil samples along with the test results as per specifications will be submitted by the contractor for approval of the source from where the earth is proposed to be borrowed before the Earth work in embankment is started or in case of change in location of the source.
- 8.8.6 Formation Width: The formation widths are to be as shown in the drawings.
- 8.8.7 Side Slopes: The side slopes will ordinarily be 2:1, but the Engineer or his Authorised representative may, by order in writing, vary this slope to suit local conditions. The side slopes shall be carried up simultaneously with the rest of the work and not filled in afterwards. This can only be ensured by insisting on the whole width of embankment from the toes of the slope coming up simultaneously. The slopes of banks composed of sand shall, if directed by the Engineer be covered by a layer of not less than 30 cm thickness of good soil to facilitate turfing.
- 8.8.8 Profiles: Profiles for banks shall be set out where-ever cross section has been taken. These profiles shall be set up at least every 25m on the straight and every 15m on curves with radii shorter than 600m. Profiles shall also be set up at any additional places if ordered by the Engineer.
- 8.8.9 Allowance for settlement: In width of formation 50mm extra should be provided for each 30 cm of the height of the bank as shown on the section upto a maximum of 0.60m. This does

not affect the width at the toes of the slopes, which will be set out from the height given on the section. In setting up profiles for bank, due allowance for settlement must be made and added to the height of the profile over and above the height of formation as shown in the approved drawing and as per instruction of Engineer in charge.

- 8.8.10. During the execution of work, if Mechanical Compaction is not done as per Latest edition of "Guidelines for Earthwork in Railway Projects" issued by RDSO, Lucknow, then Shrinkage allowance @ 10% will be deducted for the quantity being paid and in future it will not be released.

9. Safety of Track: -

Safety of Railway running traffic and labour, are to be ensured by the contractor while execution of earth work in embankment. Instruction of Engineer in charge of BDRCL shall be strictly followed in this regard to avoid any mishap.

10. Transportation of Ballast:-

- 10.1 Carting of Ballast stacked from KM 36/12-13 to KM 56/1-2 along the railway track in Vagra-Pakhajan -Dahej section to Dahej Railway station with contactors vehicles, tools plants, machinery including all lead lift, descends, ascends, crossing of track / road / nallah etc. including loading unloading and stacking as per direction of engineer in charge.
- 10.2 The measurement of ballast will be done at the location of loading and also at unloading after stacking in Dahej station jointly by the representative of contractor and BDRCL as per direction of Engineer in charge.
- 10.3 Dispute if any, pertaining to transportation of ballast, the decision of BDRCL will be final.

ANNEXURE – A

ESTIMATED COST OF THE WORK

Earth work for Widening of Cess by Railway's earth and by contractor's own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd.

SN	SOR-2019	DESCRIPTION	UNIT	Rate (Rs.)	Qty.	Amount (Rs.)
1	2	3	4	5	6	7
1	111080	Earthwork for repairing to cess by cutting or raising of existing cess upto 4 metre from centre of track with Railway's earth including cutting of earth, leading, benching, filling, dressing including cutting of grass / shrubs / trees etc.; watering, compaction by ramming and leveling of earth for required longitudinal & cross-sectional profile, as directed. Note: [Rate also includes repairs of trolley refuges including pulling ballast back upto formation level to avoid impounding of ballast and there after putting the pulled ballast back after cess repairs etc.]	Running Metre	97.27	20000	1945400
2	111090	Repairing of embankment with contractor's own earth including, excavation / loading into	CUM	364.59	18000	6562620



		contractor's vehicle with soil quality class SQ1 in cess / formation / level crossing, rain cuts etc. in running line to make surface to the desired level and slope to entire satisfaction of Engineer in-charge. Rate shall include sectioning to profile, all lift, descends, ascends, crossing of track / road / nallah etc. including breaking of clods etc. and compaction by rollers / rammers / tamping rods etc.				
3	012040	Extra for mechanical compaction of soil in embankment with contractor's rollers of suitable capacity, type and size to achieve specified density as per specification, testing as per IS codes including cost of water, T&P, consumable and all labour as a complete job. The work is to be executed as per Latest edition of "Guidelines for Earthwork in Railway Projects" issued by RDSO, Lucknow.	CUM	18.12	18000	326160
4	081120	Leading and loading Railway's ballast, collected at yard / depot / mid-section into Railway's BOB / BKH / any other type of open wagon / Trucks using JCB or any other approved mechanised method with all ascents, descents, taxes etc. with lead of 250m & all lifts complete as per specifications and as directed by Engineer in-charge	CUM	39.10	6000	234600
5	081150	Unloading of ballast from Railway's Hopper Wagons / Trucks and distributing the unloaded ballast at specified location, profiling and boxing / stacking {it also includes taking out jammed ballast}.	CUM	71.83	6000	430980
		Non Schedule Items				
6		Transportation of ballast stacked from KM 36/12-13 to KM 56/1-2 along the railway track in Vagra-Pakhajan -Dahej section to Dahej Railway station with contactors vehicles, tools plants, machinery including all lead lift, descends, ascends, crossing of track / road / nallah etc. including loading unloading and stacking as per direction of engineer in charge.	CUM	415.15	6000	2490900
		TOTAL (Rs.) =				11990660

ANNEXURE – B

Schedule

Name of Work:- Earth work for Widening of Cess by Railway's earth and by contractor's own earth from existing bank width to 6.85 m and other related work like shifting of ballast between Vagra and Dahej Station on BH-DHF section of Bharuch-Dahej Railway Co. Ltd.

RATE SHEET

SN	DESCRIPTION	Amount (Rs.)	Rate quoted by the Tenderer in percentage Above, Below OR AT PAR in Figures.	% Quoted in words.	Amount in Figures	Amount in words.
1	2	3	4	5	6	7
1	Earthwork for repairing to cess by cutting or raising of existing cess upto 4 metre from centre of track with Railway's earth including cutting of earth, leading, benching, filling, dressing including cutting of grass / shrubs / trees etc.; watering, compaction by ramming and leveling of earth for required longitudinal & cross-sectional profile, as directed Note: [Rate also includes repairs of trolley refuges including pulling ballast back upto formation level to avoid impounding of ballast and there after putting the pulled ballast back after cess repairs etc.]	1945400				
2	Repairing of embankment with contractor's own earth including , excavation / loading into contractor's vehicle with soil quality class SQ1 in cess / formation / level crossing, rain cuts etc. in running line to make surface to the desired level and slope to entire satisfaction of Engineer in-charge. Rate shall include sectioning to profile, all lift, descends, ascends, crossing of track / road / nallah etc. including breaking of clods etc. and compaction by rollers / rammers / tamping rods etc.	6562620				
3	Extra for mechanical compaction of soil in embankment with	326160				



	contractor's rollers of suitable capacity, type and size to achieve specified density as per specification, testing as per IS codes including cost of water, T&P, consumable and all labour as a complete job. The work is to be executed as per Latest edition of "Guidelines for Earthwork in Railway Projects" issued by RDSO, Lucknow.					
4	Leading and loading Railway's ballast, collected at yard / depot / mid-section into Railway's BOB / BKH / any other type of open wagon / Trucks using JCB or any other approved mechanised method with all ascents, descents, taxes etc. with lead of 250m & all lifts complete as per specifications and as directed by Engineer in-charge	234600				
5	Unloading of ballast from Railway's Hopper Wagons / Trucks and distributing the unloaded ballast at specified location, profiling and boxing / stacking {it also includes taking out jammed ballast}.	430980				
	Non Schedule Items					
6	Transportation of ballast stacked from KM 36/12-13 to KM 56/1-2 along the railway track in Vagra-Pakhajan -Dahej section to Dahej Railway station with contactors vehicles, tools plants, machinery including all lead lift, descends, ascends, crossing of track / road / nallah etc. including loading unloading and stacking as per direction of engineer in charge.	2490900				
	TOTAL (Rs.) =	11990660				

ANNEXURE – C

DECLARATION

1. I/We, hereby declare that, I/We am/are not involved/convicted in any police/criminal case anywhere as on date.
2. I/We, have read whole tender document and all terms & conditions of the quotation as well as agreement clauses for operation of subject contract and hereby abide with all terms and conditions of the quotation document.
3. I/We also declare that, I/We have not tampered/modified the quotation document in any manner.
4. I/We also declare that the information furnished by me/us in this quotation is/are true and correct to the best of my/our knowledge and belief.
5. In the event of any information furnished by me/us in this quotation being found false, incorrect, wrong and/or fabricated and/or myself/ourselves being found not eligible in terms of terms & conditions of this quotation at any stage, I/we may be taken up for the same and I/we understand that my/our quotation/contract will be summarily rejected and full amount of security deposit will be forfeited. I/we in such case, will totally be abide by the decision taken by BDRCL.

Name & Address of the party

Signature of Quotationer

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 Rates are inclusive of GST

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.

Note:-

- a. 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.

- b. 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.

THE END