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Schedule of rate and quantity in connection with : ADEN/KTE:- Construction of ADEN office building for ADEN/KTE at KTE Station under ADEN/KTE sub division .

GENERAL CONDITIONS :-

- 1) The tenderers are required to quote **single percentage** rate on the attached **Rate sheet** only. If Tenderer quotes different rates for different items then his/their offer to be summarily rejected.
- 2) Railway will exercise absolute discretion for operating all or some of the items of the schedule. The quantities indicated for different items under SCHEDULES are indicative and approximate and may vary from nil to actual requirements at the time of execution. 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. The Railway reserves the right to increase/decrease and/or delete or include any of the item & its quantities given in schedule & no extra rate will be allowed on this account.
- 3 Before offering the rate in the tender, the tenderers are required to inspect the site thoroughly and satisfy themselves as to the nature of work involved and all possible difficulties likely to be encountered for execution the work.
- 4 The contractor shall employ the following technical staff during the execution of this work: -
 - (i) One qualified Graduate Engineer when the cost of the work to be executed is Rs.2 Crore and above.
 - (ii) One qualified Diploma Holder when the cost of the work to be executed is more than Rs.25 Lakhs but less than Rs.2 Crore.
- 5 Technical staff should be available at site whenever required by the Engineer- in-charge to take instructions. In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to deduct or to pay an amount of Rs.40,000/(Rupees Forty Thousand Only)for each month or part thereof for the default period in case of graduate engineer and Rs.25,000/(Rupees Twenty five Thousand Only) for each month or part thereof for the default period in case of Diploma Holder (oversear).
- 6 The decision of the Engineer-in-charge as to period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as per Clause 26 & 26A Indian Railways Standard General Conditions of Contract- April- 2022 (GCC-April-2022).
- 7 The contractor shall furnish the relevant details/documents of technical staff proposed to be engaged by him within 15 days of issue of acceptance letter.
- 8 Technical personnel engaged by contractor shall regularly sign the site orderbook.
- 9) The tenderers are required to study the type of works involved, inspect the site & go through the sanctioned drawing, if any, before quoting the rates.
- 10) While executing the work along the railway track/any other location in the vicinity of under ground signaling/Electrical/Telecom/OFC cables, the contractor shall take all precautions to safe guard the cables. A penalty will be imposed as below, if the contractor damages any of these cables even after being advised to writing before start of the work to take adequate precautions to protect these cables.(In terms of Railway boards letter no. (i) 2003/Tele/RCIL/1/Pt. IX dt. 24.06.2013, (ii) 2024/CE-I/CAO/(C)Workshop/Part-2 Dt 03.06.024 , (iii) 2021/Tele/5(2)/3-Part-(1) (3425647) dated 12.06.2023.)
- 11) **CEMENT GENERAL**
 - 11.1 The cost of cement is included in all the concrete items mentioned in the schedule of work in this tender. No extra payment towards the cost of cement shall be paid on this account.

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11.2 The cement should be purchased by the contractor(s) only from the Authorized/Approved manufactures or their Authorized agent. The contractor(s) should produce the documental proofs such as bill; challans, manufacturing test certificate etc. from such authorized Manufacturers/Agents from whom the cement is purchased for every lot of cement brought at site and to be verified by the Rly's representative. The cement brought at site without such document proof will not be permitted to be used in the works.

11.3 The cement as approved by the Rly's representative will be properly stacked at site in the godowns constructed by the contractor at his own cost. The contractors should keep the cement under their safe custody & will be made accessible to the Railway's representative to physically verify & check at any time.

11.4 The contractors will be fully responsible for the safeguard of the cement along with other materials & the Railways will not compensate for any damage, loss or theft of the cement or any other materials at site. Any delay in procurement of cement will not be considered as cause for granting extension

11.5 The cement should be brought to site in sealed bags. Cement bags should be preferably; in paper bag/Polythene bag packing & should bear the following information in legible markings:

- (I) Manufacturer's name,
- (II) Registered trade mark of manufacturer, if any,
- (III) Type of cement with ISI Code No.,
- (IV) Weight of each bag in Kgs.,
- (V) Date of/Month of manufacture with year.

6.6 Random specimen samples of cement taken from the lot brought at site should be tested at any authorized/approved Engineering Institute of Laboratory for its physical and chemical properties as specified in the IS Specifications (IS 4031) and any other tests as specified by the Engineer or his representative. Some of the tests which should be carried out are:-

- (i) Compressive strength.
- (ii) Initial & final setting time.
- (iii) Consistency.
- (iv) Soundness.

These test will be got carried out by the Railway's representative & the arrangements & cost of tests including cost of cement for testing will be borne by the contractor. Such tests should be done invariably at every change of batch of cement & at times when it is found necessary at the discretion of the Site Engineer/his representative at site.

12) CONSUMPTION AND ACCOUNTAL

12.1 The consumption or use of cement in the works will be at the rate of quantities specified for each item requiring nominal mix & as required for design mix.

12.2 In case of design mix of concrete, the contractors should submit the mix design duly done by any approved Engineering Institute or Laboratory & the cement required as specified in the design should be used to achieve the specified strength of the concrete.

12.3 Proper accounts of the cement for receipt, consumption, balance etc. should be maintained at site duly verified and signed by the contractors and the Railway's representatives.

12.4 In case of excess consumption of cement no extra cement will be paid to the contractor(s).

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12.5 The cement should be fresh & generally within three months of age. If the cement is older than 3 months, test should be carried out for its loss of strength & other properties and addl./extra Qty. of cement will be used, as decided by the site engineer to achieve the required strength. No extra payment will be made by the Railway for such addl. Quantity used by the contractor.

12.6 Cement brought at the site by the contractors for a particular work should not be taken to other works/sites without the written approval/permission of the Railway's Site Engineer.

12.7 Any cement left out on completion of works will be the property of the contractor. The contractor will be at liberty to dispose off the leftover cement. Railway will neither takeover the leftover cement nor will compensate the contractor in any manner what-so-ever.

12.8 Test Certificate for Cement used should be produced which should conform to IS: 1489 for PPC and IS12226 for OPC- 53 grade, as the case may be.

13)STEEL

13.1 GENERAL

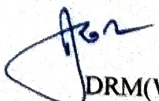
13.1.1 Railway will not supply any steel for the works included in this tender. As required in the schedule of works, Tor steel bars/TMT (thermo mechanically treated high corrosive resistant steel bars) of various diameters for reinforcement in RCC works & for other items of works as required and structural steel for fabrication items of work will be procured and transported to site by the contractor(s) at his/their own cost.

13.1.2 All reinforcement steel (TMT Bars) and Structural Steel shall be procured by the contractor from main producers/ authorized dealers/ authorized stockholders and shall conform to the specifications mentioned in updated version of BIS's documents IS:1786 and IS:2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured conforms to the specifications at the cost of the contractor.

13.1.3 The steel brought at site should be kept diameter wise separately and protected from contact with earth, water, etc. Wherever the treatment of the steel against the corrosion is specified, the same should be done as specified in the item and specification.

It is entirely contractor's responsibility to safe guard the steel from damage, loss & theft etc. & railways will not pay any compensation for any such loss, damage or theft. The rate for the items of RCC works is exclusive of the cost of the steel & is only for the concrete work with the specified mix but inclusive of cutting, bending, hooking & placing of steel reinforcement. The cost of the steel will be paid under a separate suitable item as provided in the tender schedule.

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13.2 QUALITY AND TESTING

13.2.1 The quality of the steel and source of purchase will be as mentioned in Para13.1.2.

13.2.2 The contractor/s should submit test certificate, from the manufactures for each lot & diameter of the steel bars brought by the contractor.

13.2.3 In addition to the test certificate, Railways may conduct necessary test through any authorized/ recognized Engineering Institute or Laboratory, taking sample cut pieces from a lot of steel brought by the contractors. These tests will be conducted for each dia of the bars separately for their physical, chemical, & engineering properties as specified in the I.S. Codes. All arrangements & the cost of test including the cost of the test pieces will be borne by the contractor. No extra payment will be made by the Railways on this account.

13.2.4 Rejected material should be removed from the site by the contractor.

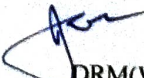
13.3 CONSUMPTION AND ACCOUNTAL.

13.3.2 Proper account will be maintained in the registers regarding consumption, balance etc. duly signed by the contractor and Railway's representative..

13.3.3 For the purpose of payment, linear measurement of bars used for the work will be converted into mass unit by multiplying the former by the standard unit weight. No overlaps will be accounted for the payment and no rolling margin will be considered. The cut pieces, wastage and the left over materials will be disposed off by the contractor. Railways will not pay any compensation for such cut piece, wastage or balance left out material.

- 14) Payment towards Steel will be made on the basis of actual consumption(including authroized overlaps only , chairs) and no wastage on any of the materials supplied and used in the work by the contractor including steel is payable by the Railway. The contractor shall make his own arrangement for storing Steel.
In case of any doubts regarding quality of Steel, the Railway may order it to be tested and acceptance of the supplied steel shall be subject to such test results and cost of testing will have to be borne by the contractor.
- 15) For the purpose of calculating weight of reinforcement steel consumed for the work, standard weight of reinforcement bar or the actual weight whichever is less will be multiplied by the total length of the bar used for the work. It shall be noted that for the purpose of payment, only authorized overlaps will be accounted for (as per IS:456-latest revision), unauthorized overlaps, wastage , excess consumption etc., will not be paid to the contractor. The quantity of chairs shall be payable as per drawing showing layout of chair locations duly approved in advance by the Engineer-in- charge. The payment for there in for cement steel consumed for the work will be made to the contractor for the work successfully executed and certified by the Engineer-in- charge for payment and the same will be calculated as mentioned above.
- 16) No payment is to be done for SWG binding wire used for reinforcement.
- 17) Materials supplied free by the railway to the contractor will not form part of the value of the contract entered into and will fall outside the purview of the price variation clause.
- 18) The paints used in the work shall be from reputed manufacturers and RDSO approved manufacturers list and confirm to IS Specification and shall be approved by the Engineer. The testing charges of the paints should be borne by the contractor.
- 19) Contractor has to deploy sufficient labour to carry out the work as directed by the site incharge.
- 20) The vehicle shall away 6 M clear of track, any movement /work at less than 6 M and up to 3.5 M (minimum) clear of track center, shall be done only in the presence of representative. No part of the road vehicle will be allowed less than 3.5 M from track Center.

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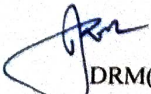
- 21) Working in the vicinity of Railway Track: All works, which may affect the safety of Railway working, shall only be done under traffic block, restriction & written authority and also under the direct supervision the Engineer-in-charge at site or his authorized representative for the said work. Traffic Block/Speed Restriction will be made available as per the convenience of the Railway depending on the position of the trains. Block and caution orders will be taken and cancelled by the authorized Railway officials only. The contractor shall, in consultation with the Engineer, decide the sequence of work required to be done for efficient execution of work.
- 22) It should be clearly noted the work may have to be executed during night also for which the contractor has to make all necessary arrangement e.g. lighting, protection etc. Unless otherwise specified, no extra payment shall made on this account. However, for night working the contractor must obtain prior written consent of the Engineer-in-charge.
- 23) Material/Products to be used in the work shall be of approved make/ brand as per the list of approved manufacturers/ brands/ makes given in the tender documents. In case, no make or brand is specified in the tender documents the materials supplied should bear an ISI mark & manufacturer's name should figure in the list of approved licencees of BIS.
- 24) In the case of items for which neither brands are specified, nor ISI marked items are available, the sample shall be got approved from Engineer-in charge.
- 25) Contractor will be required to dispose off the resultant debris part or full load by own transport and labour within the Railway's land at nominated location by the Engineer-in-charge or his authorized Railway's representative at site. If the contractor fails to dispose off the debris the concern-executed item from where the debris is released will not be paid. The additional lead and lift will be payable under relevant section of DSR 2021 or beyond the free lead and lift of concern item, if work has been executed as directed by the Engineer-in-charge or his authorized Railway's representative at site.
- 26) Engineer-in-charge has discretion to check the quality of materials & equipment's to be incorporated in the work at the source of supply or site of works even if the materials has been marked as ISI mark or from the approved make list. In case it is required to test the materials, the testing charges are to be borne by the contractor.
- 27) All testing as considered necessary by Engineer will be carried out at Contractor's cost. The Engineer material order testing of the materials in the works to be carried out wherever he considers it necessary to test workmanship, quantity and quality, and if the work be found satisfactory the cutting out and replacing of the materials only will be paid for by the railway. But, if in the opinion of the Engineer such opened up work has been executed as either unsound, imperfect or with unskillful workmanship or with materials of inferior quality or not in accordance with the conditions of the contract or the contractor has not done in accordance with the conditions, the contractor shall forthwith rectify, re-construct or replace the same either in whole or in parts as directed by the Engineer at his own cost and to the entire satisfaction of the Engineer, whether or not the value of any such work or materials shall have been included in any payment made to the contractor.
- 28) Even after approval of sample, if it is found at any point of time during execution that materials actually used is differing from the approved sample, the contractor shall remove the defective materials and the entire cost of redoing the work will be borne by the contractor.
- 29) No extra lead, lift or any other charges will be paid to the contractors, unless otherwise specified. The rate quoted by the tenderer for all items are inclusive of all kinds of taxes (direct tax, indirect tax, GST etc) levied by the Central Government/ State Government/ Local bodies etc.

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- 30) Railway reserves the right to get the work executed anywhere in the entire jurisdiction of DEN/Sr.DEN Concerned with the prior written orders of the concerned DEN/Sr.DEN whenever the work is required to be executed outside the jurisdiction specified in the tender.
- 31) Termination of the contract- effect of non-performance by the contractor within the validity: If contractor fails to apply for extension of time on valid and reasonable grounds as acceptable to the railway after expiry of the date of completion/extended of completion, in such situation Railway reserves the right to terminate the contract agreement without issuing seven days and forty-eight hours notices in terms of Railway Board's letter No.99/CE-I/CT/28 (PT) dated 17.05.2004. It may be noted that for non-fulfilment of the contract the railway reserves the right to claim the damages under clause 62 of Indian Railways Standard General Conditions of Contract-April2022 (GCC-April-2022) in addition of any other rights available to it under law.
- 32) To ensure safety of existing pipe line during execution of work in case of any damage the same will have to be attended by the contractor for which no extra payment will be made to contractor .
- 33) For the purpose of payment, linear measurements of bars used for the work will be converted into mass unit by multiplying the former by the standard unit weight. No overlaps will be accounted for the payment and no rolling margin will be considered. The cut pieces wastage and left out material will be disposed off by the contractor. Railway will not pay any compensation for such cut pieces, wastage or balance left out material.
- 34)Transportation of material, Machinery and tools will have to be done by contractor with his own arrangement and also with his own expenses:
- 35) No compensation will be paid by the railway in case of injury or death to contractor's labour/staff.
- 36) The work should be executed as per Rly's & IS specification & in a work man - like manner to the satisfaction of the Engineer-in-charge at site.
- 37) Tenderer to specifically mention the list of deviation from tender condition and the list of documents enclosed along with tender. Further nothing in addition to such disclosures shall be considered while deciding the tender.
- 38) In case of any dispute arising out of the wording/ punctuations and/or any typographical error in the schedule of rates, the same will be corrected with reference to the original manuscript copy of the DSR 2021 available in DRM (W) JBP & Principal Chief Engineer office. On account of any of the omission mentioned above no dispute shall be entertained, if the same are found to be erroneous on comparison with the original manuscript. Therefore original manuscript DSR 2021 will be binding to contractor.
- 39) Rate should include all lead and lift royalty and all other Govt taxes.
- 40) Other condition given in tender document and in DSR 2021 will also be binding to the contractor.
- 41) The rates quoted should take into account all the above special conditions and no extra payment will be admissible on any of this account under any circumstances.
- (Design/Drawing Condition)**
- 42)The following drawings shall be submitted by the contractor to Railway for which payment will be paid under NS -1 of Part B . After acceptance of the tender, the contractor shall submit Three copies dully proof checked By Govt. Engg College/IIT of the following sets of drawings within thirty days from the date of receipt of acceptance letter/ upon providing of GAD by the department.

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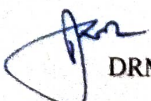
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- (a) Detailed Structural Drawing of ADEN OFFICE, etc. showing details of RCC/ Reinforcement for foundation, Columns, Beams, Slab, walls, roof truss etc, on an enlarged scale.
- (b) Detailed calculations of design and drawings duly proof checked by any Govt. Engg College/IIT will have to be submitted by the contractor for scrutiny and approval of the competent authority.
- (c) In the design calculation reference consumes or wherever any formula or table is use should be mentioned.
- (d) The design will be subject to the proof checked by any Govt. Engg.College/IIT and approval of the Railway and can be altered to suit the structure safety of the work and contractor shall make no extra claim on this account.
- (e) The responsibility for the designs execution, commissioning and testing to entire satisfaction of the engineer in-charge will however rest solely with the contractors. He will have to rectify the defect immediately within a fortnight as and when noticed during the construction period.
- (f) All designs and drawings will be prepared by the contractor and should be professionally checked and certified by a recognized NIT/IIT or Govt. Engineering College.
- (g) Contractor should submit shuttering/scaffolding design drawing duly approved from Govt. Engineering college.
- (h) The rate includes soil testing & bore logs for computation of SBC for Design of foundation and no extra payment shall be made for soil testing for calculating SBC.
- 43) Wooden centering will not be permitted, shuttering made of steel plates and or of ply boards only shall be allowed.
- 44) Completion drawing of the works showing all details and measurements will be submitted by contractor of each work separately along with photographs before & after the work.

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