

# **KRISHNAPATNAM RAILWAY COMPANY LIMITED**

## **SECTION I: PERMANENT WAY/TRACK MAINTENANCE WORK BETWEEN OBVP and BMPE Stations (0 to 62/00 KM) Inclusive of YARDS excluding BMPE STATION REQUEST FOR PROPOSAL DOCUMENT (OPEN TENDER)**

Bid No. KRCL/P-WAY Maint./KAPT-BMPE/2024



**KRISHNAPATNAM RAILWAY COMPANY LIMITED**  
Regd.Office: 3<sup>rd</sup> Floor, Lekha Bhavan, South Central Railway,  
Opposite: Secunderabad East Metro Station, Secunderabad-500025.

Issued by:  
Krishnapatnam Railway Company Limited,  
(RVNL OFFICE PREMISES)  
"Lekha Bhavan" 3rd Floor,  
S.C.Railway,  
Secunderabad. 500 025  
India

**2nd February , 2024**

## Section 1

### INTRODUCTION

- 1.1 Krishnapatnam Railway Company Limited (KRCL) desires to appoint a Contracting Agency through invitation of Open Bids for PERMANENT WAY (TRACK) MAINTENANCE Between OBVP and BMPE Stations including Yards (0 to 62/00 KM) of KRCL (SECTION I) under Vijayawada Division of South Central Railway through competitive bidding system. The tenders are invited to submit their financial proposal in response to this Request for Proposal. (RFP document)
- 1.2 The contents of this RFP Document include the following:
- a) Information to applicants, Instructions to Applicants, Evaluation criteria for financial proposal
  - b) Covering letter/Proposal Submission Form
  - c) Financial Proposal submission Form
  - d) Bid Security Form.

## Section 2

### INSTRUCTIONS TO APPLICANTS

#### 2.1. General.

2.1.1 KRCL invites Tenders for PERMANENT WAY (TRACK) MAINTENANCE Between OBVP and BMPE Stations including Yards (0 to 62 /00KM) of KRCL (SECTION- I) under Vijayawada Division of South Central Railway.

2.1.2. The selection is based on lowest financial bid and competency from the qualified bidders.

2.1.3. Invitation for Bids. The Applicants should submit their Bids (Proposal) in separate covers as specified -

2.1.4. The Bidders/applicants shall submit all the documents as mentioned above along in their BID Document which are **MUST MEET CONDITIONS**. The Bidders should satisfy the minimum eligibility criteria as brought out in this document. If these criteria are not satisfied the bid will be cancelled and the offer will be summarily rejected.

2.1.5 in preparing their Bid proposals Applicant are expected to examine in detail the documents comprising this RFP Document. Material deficiencies in providing the information requested may result in rejection of the application.

2.1. 6. The Applicants are requested to submit the proposal and all their correspondence in English.

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

2.1.8. The RFP document can be downloaded from KRCL web site [www.krcl.org.in](http://www.krcl.org.in) with effect from **2<sup>nd</sup> February 2024 (02-02-2024)**. The cost of Document is Rs. 5,000/- (Rs. Five Thousand only). Demand Draft payable in favour of **KRISHNAPATNAM RAILWAY COMPANY LIMITED**, payable at **NEW DELHI** should be submitted along with the offer at the time of submission **in a separate envelop** marked "Cost of Bidding Document" failing which the offer will be summarily rejected. Under no circumstances the cost of Bidding Document will be refunded to the applicants.

Applicant/Bidders, submitting bid document/s should ensure the submission of the following under taking in Form -1

"We have not tampered or made any changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will be rejected summarily and forfeiture of bid security/the contract will be liable to be forfeited/terminated along with forfeiture of performance security, even if LOA has been issued.

#### 2.1.9 BID SECURITY:

A Bid Security in the form of a DEMAND DRAFT, from a scheduled Indian Bank in favor of KRISHNAPATNAM RAILWAY COMPANY LIMITED, payable at NEW DELHI, for the sum of Rs.5,26,100/- (Rs. Five lakhs Twenty six thousand one hundred only) will be required to be submitted by each Applicant as per format given at Form of Bid Security. The Demand Draft in Original shall be placed in an envelope and attached with the envelope containing the financial proposals. Bids received without the appropriate Bid Security shall be summarily rejected. The same shall be returned to unsuccessful bidders on finalization and award of tender. In case of successful bidder, bid security will be adjusted towards Security Deposit/ Performance Guarantee.

#### 2.2 CORRUPT PRACTICES

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

#### 2.3. Proposal Validity.

The proposal shall remain valid for acceptance by KRCL for a period of 120 days from the last date of submission of proposal. In case of need KRCL may request the Applicants to extend the period of validity of their proposals on the same terms and conditions and Applicants shall have the right to refuse such further extension.

#### 2.4 ENQUIRIES & CLARIFICATIONS.

Enquiries, if any, can be addressed to:

CHIEF FINANCIAL OFFICER  
KRISHNAPATNAM RAILWAY COMPANY LTD,  
(RVNL OFFICE PREMISES)  
"Lekha Bhavan" 3rd Floor,  
S.C.Railway,  
Secunderabad. 500 025.  
Tele. 011-26738231, 040-27710154  
Email.: [krcl.rail@gmail.com](mailto:krcl.rail@gmail.com)

#### 2.5 SUBMISSION OF PROPOSAL: -

The Applicants shall submit its Proposal in the following covers:

Cover 1- Cost of Bidding Document. (Through Demand Draft) for **Rs.5,000/-** Drawn in favour of **KRISHNAPATNAM RAILWAY COMPANY LIMITED payable at New Delhi**

Cover 2- Bid Security. (Through Demand Draft) for **Rs.5,26,100/-**

Cover 3- Financial Proposal and

Outer Cover – This shall contain the Sealed Covers 1, 2 & 3)

21.5.1 Outer Cover

All parts of the Proposal (sealed Cover1, sealed cover 2, and sealed cover 3) organized as above, shall be placed in a sealed outer envelope or a box and it should be superscripted as under;

**Outer Cover - Proposal for PERMANENT WAY (TRACK) MAINTENANCE BETWEEN BMPE AND OBVP STATIONS OF KRCL UNDER VIJAYAWADA DIVISION OF SOUTH CENTRAL RAILWAY.**

**SECTION I**

Submitted by \_\_\_\_\_ (Name of the Bidder/Applicant)

Submitted to

CHIEF FINANCIAL OFFICER,  
KRISHNAPATNAM RAILWAY COMPANY LTD,  
(RVNL OFFICE PREMISES)  
“Lekha Bhavan” 3rd Floor,  
S.C.Railway,  
Secunderabad. 500 025.  
Mail.id: [krcl.rail@gmail.com](mailto:krcl.rail@gmail.com)

**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. Any proposal received by KRCL at the designated address after the deadline for submission of the Proposals stipulated, shall not be opened and shall be returned as such to the Applicant as it is.**

**2.5.2 Cover 1. Cost of Bidding Document**

The applicant shall place the original DD as specified 2.1.8 in this sealed cover, which shall be superscribed as under.

Cover 1. Cost of Bidding Document

Proposal for PERMANENT WAY (TRACK) MAINTENANCE BETWEEN BMPE AND OBVP STATIONS OF KRCL UNDER VIJAYAWADA DIVISION OF SOUTH CENTRAL RAILWAY

**SECTION I**

Submitted by ----- (name of the Bidder/Applicant)-\_\_\_\_\_

**2.5.3 Cover 2 – Cost of Bid Security**

Cover 2. **Cost of Bid Security**

Proposal for PERMANENT WAY (TRACK) MAINTENANCE BETWEEN BMPE AND OBVP STATIONS OF KRCL UNDER VIJAYAWADA DIVISION OF SOUTH CENTRAL RAILWAY

**SECTION I**

Submitted by ----- (name of the Bidder/Applicant)-\_\_\_\_\_

#### 2.5.4 Cover 3 – **Financial Proposal**

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

Cover 3. **FINANCIAL PROPOSAL**

Proposal for PERMANENT WAY (TRACK) MAINTENANCE BETWEEN BMPE AND OBVP STATIONS OF KRCL UNDER VIJAYAWADA DIVISION OF SOUTH CENTRAL RAILWAY  
**SECTION I**

Submitted by ----- (name of the Bidder/Applicant)-\_\_\_\_\_

#### 2.6 **LAST DATE OF SUBMISSION**

**The Proposals must be received by KRCL by 11.00 HRS of 4<sup>th</sup> March 2024 at the following address.**

CHIEF FINANCIAL OFFICER  
KRISHNAPATNAM RAILWAY COMPANY LTD,  
(RVNL OFFICE PREMISES)  
“Lekha Bhavan” 3rd Floor,  
S.C..Railwayr,  
Secunderabad. 500 025

#### 2.7 **BID OPENING:**

2.7.1 Interested Bidders may like to be present in KRCL office at the closing time of bid submission and witness the **Bid Opening at 11.30 hours** on the last date of submission as mentioned in 2.6 above. Only the main envelope will be opened and availability of RFP fee and Bid Security amount will be checked. All such bids received after the expiry of the prescribed deadline for submission of bids shall be returned to the bidders in unopened condition.

2.7.2 After the bid opening, the evaluation of Financial Proposal received shall be initiated.

#### 2.8 Preparation of Proposal: **FINANCIAL PROPOSAL**

2.8.1 In preparing the financial proposal, the Applicants/Bidders are expected to take into account the requirements and MUST MEET CONDITIONS outlined in the RFP documents.

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

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

2.8.4 The Bidder/Tenderer/Applicant should quote the percentage rate, in both figures and words, for each Schedule in columns 4 & 5 respectively. Also mention in columns no. 6 whether the percentage rate mentioned in column's 4 & 5 are **ABOVE** or **BELOW** or **AT PAR** over the estimated rate.

2.8.5 All payments shall be subject to deduction of prevailing tax at source in accordance with the provisions of The Income Tax Act and any other applicable law.

2.9 Organization of the Financial Proposal.

The Financial Proposal shall be organized in the following manner.

No.	Description	Relevant Exhibit
1	Covering Letter Submission Form. (MUST MEET CONDITION)	Form-I
2	Financial Proposal Submission Form and Summary of Cost of Bid Document. (MUST MEET CONDITION)	Form- BID DOCUMENT Annexure II
3	Cost of Tender Documents (MUST MEET CONDITION)	Form & DD
4	Bid Security and Form	Form & DD
5	Eligibility Criteria- Experience of Works. (MUST MEET CONDITION)	Form-II
6	Turnover certificate. (MUST MEET CONDITION)	Form-III
7	Tender Form (MUST MEET CONDITION)	In the FORM
8	BID DCOUMENTS IN CD/PEN DRIVE IN WORD FORMAT TO BE SUBMITTED ALONG WITH BID DOCUMENTS (MUST MEET CONDITION)	CD/ PEN DRIVE

2.10 **OTHER INSTRUCTIONS:**

All applicants should note the following.

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

2.10.2 All communication and information provided should be legible, and where ever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, **the amount stated in words will be taken as correct.**

2.10.3 No change in or supplementary information to a Proposal shall be accepted once submitted. However, KRCL reserves the right to seek additional information from the Bidders/Applicants, if found necessary, during the course of evaluation of the Proposal. In case of non-submission, incomplete submission or delayed submission of such additional information clarifications sought by KRCL, the Proposal would be evaluated solely on the basis of the available information.

2.10.4 **KRCL reserves the right to reject any or all of the Proposals without assigning any reason whatsoever.**

2.11 **EVALUATION OF FINANCIAL PROPOSAL**

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

**2.11.1 ELIGIBILITY CRITERIA (MUST MEET CONDITION)**

2.11.2 The tenderer(s) should have physically completed similar work viz., “Laying and linking of track work, CTR, TSR, TRR, Deep Screening, Lifting of track, Maintenance of track (or) a Zonal P-Way Contract Work (or) a track maintenance work” for a minimum value of

- 1) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
- 2) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender or
- 3) One similar work costing not less than the amount equal to 60% of advertised value of the tender in the last Seven years, ending last day of month previous to the one in which tender is invited.

2.11.3 The tenderer must have minimum average annual contractual turnover of V/N or “V” whichever is less, where

V=Advertised value of the tender in crores of Rupees

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

The Average annual contractual turnover shall be calculated as an average of “total Contractual Payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. Tenderer(s) should submit to this effect attested certificate from the Central Govt./Public sector under taking/NGR/Section of at least 50 Km long for the work done for them or Audited balance sheet duly certified by a Chartered Accountant for THREE FINANCIAL YEARS (i.e., current financial year and previous three financial years) i.e., after 01-04-2020 up to the date of tender opening

**2.12 Performance Guarantee:**

The Bidder shall obtain (at his cost) and deliver a Performance Security. Equal to 5 % of Contract value within 30 days after receiving the Letter of Acceptance. The performance Guarantee shall be at the Bidders option, in any of the following forms.

- A) **PAY ORDER OR DEMAND DRAFT IN FAVOUR OF KRISHNAPATNAM RAILWAY COMPANY LIMITED PAYABLE AT NEW DELHI.**
- B) **FIXED DEPOSIT RECIEPT (WITH BANKS IN INDIA ONLY) ---a/c with KRCL.**

**The Performance Guarantee shall be released without Interest, after the physical completion of the work based on completion certificate by Engineer in chief /KRCL and after passing the Final Bill based on NO CLAIM CERTIFICATE.**

### 2.13 Security Deposit:

The scale of Security Deposit that would be recovered from the contractor shall be as follows as per the Extent instructions.

- a) Security Deposit for the work shall be 5% of the contract value.
- b) The recovery shall be at the rate of 10% from the bill amount till the full security deposit is recovered.
- c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting Security Deposit such as Security in the form of instruments like Bank Guarantees, Fixed Deposit etc, shall be accepted towards Security Deposit.
- d) The Security Deposit shall be released only after the expiry of the contract period and after passing the final bill based on NO CLAIM CERTIFICATE.

3.0: Details of Bid/Tender is placed at Annexure I (TENDER FORM).

4.0: Details of Summary of Work Schedule is placed at Annexure II.



FORM I

**FORMAT OF COVERING LETTER/PROPOSAL SUBMISSION FORM**

(MUST MEET CONDITION)

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

To,

CHIEF FINANCIAL OFFICER,  
KRISHNAPATNAM RAILWAY COMPANY LTD,  
(RVNL OFFICE PREMISES)  
"Lekha Bhavan" ,  
S.C.Railway,  
**Secunderabad. 500 025**

Dear Sir,

**Sub: RFP Application for Permanent Way (Track) Maintenance between BMPE and OBVP stations of KRCL stations (under Vijayawada Division, South Central Railway.)**

The undersigned offer for Maintenance of Track between BMPE and OBVP stations, in accordance with your Request for Proposal Document and our Proposal submitted herewith.

We are hereby submitting our Proposal, which includes a Financial Proposal and other Forms sealed under a separate envelope.

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

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

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents.
- (b) We offer to execute the assignment in conformity with the Terms of Reference in Bidding Documents.
- (c) Our Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiry of that period:
- (d) If our bid is accepted, we shall submit a Performance Security in accordance with the Bidding Documents;
- (e) If our bid is accepted, we commit to deploy resources and key personnel consistent with the requirements stipulated in the bidding document.
- (f) We understand that this bid, together with your written acceptance thereof included in your notifications of award, shall constitute a binding contract between us, until a formal contract is prepared and executed, and
- (g) We have not tampered or made any changes in the bidding documents on which the bid is

being submitted and if any tampering or changes are detected at any stage, we understand the bid will be rejected summarily and forfeiture of bid security/the contract will be liable to be forfeited/terminated along with forfeiture of performance security, even if LOA has been issued.  
(h) We understand that KRCL is not bound to accept any proposal received by KRCL.

Yours sincerely

Signature of the Bidder:  
Name and Title of Signatory:  
Name of the firm:  
Date:

FORM NO. II

**EXPERIENCE CERTIFICATE**

S. No.	Work Details	Details
1	Name of Work	
2	Agt. No date and Name of the Agency	
3	Agt. 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 in physically progress with payments received should be given.

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

Signature:

Name:

Designation:

Office Stamp:

Date:

FORM NO. III

**CERTIFICATE FROM CHARTERED ACCOUNTANT IN THEIR LETTER HEAD**

TO WHOMSOEVER CONCERNED

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

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

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

Signature:

Name of CA:

Membership No.:

Address:

Office Seal:

Phone No.:

Email:

Date:

## 6.1 Part I: General Conditions of Contract (GCC)

### 6.1.1 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” means Krishnapatnam Railway Company Limited also called as KRCL.

“Client’s Representative” means any of its officers nominated by the Client and notified from time to time to the Agency.

MINISTRY OF RAILWAYS (MoR)” means Ministry of Railways having its office at Rail Bhawan, Rafi Marg, New Delhi 110001

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

“BIDDER” means the Agency 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.

### 6.1.2 Interpretation

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

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

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

### 6.1.3 Obligations of Agency/ Bidder.

6.1.3.1 Scope of Services to be performed by the Agency/ Bidder.

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

#### 6.1.3.3 Performance Guarantee

The Agency/Bidder shall obtain (at his cost) and deliver a Performance Security equal to 5 % of contract value (detail to be seen under INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER– ‘PERFORMANCE GUARANTEE BELOW’) to the client Instructions within 30 (Thirty) days from the date of issue of Letter of Acceptance. The Performance Guarantee shall be at the Agency’s option, in any of the following forms

**A) PAY ORDER OR DEMAND DRAFT IN FAVOUR OF KRISHNAPATNAM RAILWAY COMPANY LIMITED, PAYABLE AT NEW DELHI**

**B) FIXED DEPOSIT RECEIPT (WITH BANKS IN INDIA ONLY) -----a/c with KRCL.**

The client (KRCL) shall return the Performance Security to the Agency within 31 days after satisfactory completion of the assignment

Wherever the contract is terminated under Clause 6.1.15.1.2 of this agreement, the Performance Guarantee shall be encashed or payment of 5% of contract value deposited with the client shall be withheld and the balance work should be got done separately.

The balance work shall be got done independently without risk and cost of the original Agency.

### 6.1.4 Change in Constitution

The Agency shall promptly notify Client of any changes in the constitution of the Agency. It shall be open for Client 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 Client. But in absence of and until its termination by Client 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.

#### 6.1.5 Information

Client 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.

#### 6.1.6 Decisions

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

#### 6.1.7 Assistance

CLIENT shall assist in:

- (i) Providing Agency Bidder unobstructed access wherever it is required for the services.
- (ii) Providing Agency/Bidder access to other organizations for collection of information.

#### 6.1.8 Engaging of Personnel

6.1.8.1 The Agency/Bidder shall employ and provide such qualified and experienced personnel as are required to carry out the Services.

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

##### 6.1.8.3 Representatives

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

##### 6.1.8.4 Changes in Personnel

6.1.8.4.1 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/Bidder shall provide as a replacement a person of equivalent or better qualifications and experience. This shall however be done with the approval of Client 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 KRCL in exceptional circumstances, if the contractual period extends beyond the permissible limits of the currency of the contract, no penalty will be levied if the delay is on account of KRCL. However, if the Agency/Bidder replaces/changes any of the Key Personnel without the prior consent/approval of KRCL, then a sum equal to One month salary of the removed/changed Key personnel will be deducted from the agency/Bidder as penalty for each such case of change in Key personnel. However, in case of repeated similar changes by the agency/Bidder the amount of penalty can be increased by the client at its discretion upto Two times of the normal penalty applicable.

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

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

#### 6.1.9 Liability of Agency/Bidder to Client

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

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

### 6.1.9.3 Duration of Liability

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

### 6.1.10 Agreement Effective Date

The Contract shall come into effect from the date of acceptance of Letter of Award by the agency/bidder or the date of commencement of work as intimated by the agency/bidder to the client, whichever is earlier.

### 6.1.11 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.

### 6.1.12 Modifications

6.1.12.1 The Contract can be modified with mutual consent of the parties.

6.1.12.2 KRCL 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".

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

### 6.1.14 Extension of Time for Completion

6.1.14.1 If circumstances arise for which the Agency/Bidder 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 Client for extension of time, giving specific reasons.

6.1.14.2 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.

### 6.1.15 Abandonment, Suspension or Termination

#### 6.1.15.1 By Notice of Client

6.1.15.1.1 Client may suspend all or part of the Services or terminate the Agreement by notice of at least 14 days to the Agency who shall immediately make arrangements to stop the Services and minimize expenditure.

6.1.15.1.2 If Client considers that Agency/Bidder 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; Client 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, Client can with a further notice terminate the Agreement.

6.1.15.1.3 If Agency /Bidder 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 Client may terminate the services of the Agency as per the procedure given in the previous clause.

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

#### 6.1.15.2 By Notice of the Agency/Bidder

6.1.15.2.1 The Agency/Bidder may, by notice to the Client, terminate this contract if payments pursuant to Clause 6.1.17 and 6.1.18 of this Agreement are not received within 30 days after the due dates, and such default has not been remedied within 45 days after notice has been given by the Agency to the Client.

### 6.1.16 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.

### 6.1.17 Payment to Agency/Bidder

Client shall pay the Lump sum Price to the Agency in partial payments for the performance of services as described in accepted schedule of payment. Partial payments may be withheld if the Agency does not deploy the key personnel in accordance with the staffing schedule. Whenever the team leader/key professional does not attend scheduled meetings, a penalty amounting to 15 days salary of such team

leader/key professional shall be imposed on the agency/bidder for every single default, in absence of the prior notice of 7 (seven) days / intimation for non-attendance due to unavoidable circumstances. However, absence of key personnel due (i) to death, medical incapacity, retirement, etc., upto a reasonable period of 7days and (ii) under force majeure conditions may be accepted by the client upon receipt of immediate information from the Agency/bidder.

#### 6.1.18 Time for Payment

Amount due to the Agency shall be paid promptly and generally within 30 days of presentation of claim (Bill).

#### 6.1.19 Currency of Payment

All payments shall be made in Indian Rupees.

#### 6.1.20 Disputed invoices

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

#### 6.1.21 Language and Law

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

#### 6.1.22 Assignment and Sub-Contracts

6.1.22.1 The Agency shall not, without the written consent of Client, assign the benefits from the Agreement.

6.1.22.2 The Agency shall not assign obligations under the Agreement without the written consent of Client.

6.1.22.3 The Contractor/Agency shall not without the written consent of the Client initiate or terminate any sub-contract for performance of all or part of the Services.

#### 6.1.23 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.

#### 6.1.24 Conflicts of Interest

6.1.24.1 Unless otherwise agreed in writing by Client, 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.

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

#### 6.1.25 Notices

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

#### 6.1.26 Publication

Unless otherwise specified in Part II of the Service Agreement, Agency either alone or jointly with others, can publish material relating the Services, subject to approval by Client, if it is within two years of completion or termination of the services. Thereafter, the Agency may publish only that information/material which is already available in the public domain. For information not available in the public domain, the Agency shall necessarily have to obtain the prior permission of KRCL before publication of such material.

#### 6.1.27 Claims for Loss or Damage

Any claim for loss or damage arising out of breach or termination of the Agreement shall be agreed between Client and the Agency or failing which the same shall be referred to arbitration in accordance with Clause 6.1.29 of this agreement.

#### 6.1.28 Taxes and Duties

The Agency and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Laws, the amount of which shall be deemed to have been included in the Contract Price. The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.



### **6.1.29 Conciliation and Arbitration**

6.1.29.1 Any dispute or claim arising out of or relating to this Agreement or the breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation.

6.1.29.2 All dispute relating to this contract on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this Agreement shall in the first place be referred to a mutually agreed sole conciliator to be appointed by Client.

6.1.29.3 The Conciliator shall make the settlement agreement after the parties reach agreement and give an authenticated copy thereof to each of the parties.

6.1.29.4 The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

6.1.29.5 The views expressed or the suggestions made or the admissions made by either party in the courses of conciliation proceedings shall not be introduced as evidence in any arbitration Proceedings.

6.1.29.6 Any dispute that cannot be settled through the Conciliation procedure shall be referred for Arbitration in accordance with the Rules stipulated in Part II of this Agreement (para 6.2.2 below) in force on the effective date of the Agreement.

6.1.29.7 The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal in so far as such waiver can validly be made.

### **6.1.30 Force Majeure**

6.1.30.1 If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations, orders or requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

6.1.30.2 Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.

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

6.1.30.4 If the performance in whole or part of any obligation under the Contract is prevented or delayed by reasons of the event beyond a period mutually agreed to if any, or 120 days, whichever is more, either party may at its option terminate the Contract.

6.1.30.5 In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Client shall be final and binding.

6.1.30.6 Deliverables which have been accepted shall be paid for by the Client even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been delivered shall be borne by the Client.

6.1.30.7 If the Contract is terminated under the Clause, the Agency shall be paid fully for the work done under the Contract, but not for any defective work or work done which has been destroyed or damaged before its acceptance.

6.1.30.8 If neither party issues notice regarding the event within 21 days of its occurrence, the said event be deemed not to have occurred and the Contract will continue to have effect as such.

## **6.2 Part II: Special Conditions of Contract (SCC)**

6.2.1 Language of the Agreement shall be English.

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

6.2.1.1 Notices shall be delivered to:

For CLIENT:  
Client

\_\_\_\_\_  
\_\_\_\_\_

For the Agency  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

\_\_\_\_\_  
\_\_\_\_\_

Facsimile:

\_\_\_\_\_

### 6.2.2 **Arbitration**

6.2.2.1 If the efforts to resolve all or any of the disputes through conciliation fail, then such disputes shall be referred within 30 days for Arbitration in accordance with the following provisions:

6.2.2.2 All the matters to be arbitrated upon under this agreement shall be referred to a sole Arbitrator.

6.2.2.3 The Client shall prepare a panel of three Arbitrators, who are not associated with work, out of which the Agency will choose one.

6.2.2.4 If, in a dispute subject to clause 6.2.2.2 of this agreement the Agency fails to appoint the arbitrator within thirty (30) days after the Client has nominated the panel, the Client may nominate an arbitrator from the panel of arbitrators, for that dispute.

6.2.2.5 No suspension of work on account of arbitration.

6.2.2.6 The reference to arbitration shall proceed notwithstanding that Works shall not then be or be alleged to be complete provided always that the obligations of the Client and the agency shall not be altered by reasons of arbitration being conducted during the progress of Works. Neither party shall be entitled to suspend the work to which the dispute relates on account of arbitration.

### 6.2.3 Rules Governing the Arbitration Proceedings

6.2.3.1 The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made.

### 6.2.3.2 Interest on Arbitration Award

6.2.3.3 Where the Arbitration award is for payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

### 6.2.4 Cost of the Arbitration

The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include the fees of the arbitrator(s) as per the rates fixed by CLIENT from time to time.

7.0.1 VARIATION OF COSTS (PVC) Labour and material escalation clause: NOT APPLICABLE to this contract.

### 8.0.1 VARIATIONS IN QUANTITIES;

The quantities of each item of work furnished in the schedule are approximate and are intended for the guidance of Tender/Contractor in actual execution of work there may be some increase in the quantities specified. Such variation up to 25% shall in no degree affect the validity of the contract and it shall be performed by the contractor as provided there in and be subjected to the same conditions, stipulations and obligations originally and expressly included and provided for in specification and drawings and the amount to be paid therefore shall be calculated in accordance with the following rates.

8.0.2. 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) Variations 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% on the total original agreement value.

- (d) (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.
- (d) (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.
- (d) (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.

8.03. General Conditions of Contract of INDIAN RAILWAYS will be applicable for this contract.

#### **9.0.1 Provisions of payment of wages Act:**

The contractor shall comply with the provisions of the Payment of Wages Act. 1936 and the rules made there under in respect of all employees directly or through pretty contractors or sub-contractors employed by her in the services/works.

**9.02. Provisions of Employees Provident Fund, ESI and Misc Provisions Act:** The Agency should ensure Statutory payments, such as EPF/ESI/Insurance/Minimum Wages etc. to its employees /labour.

**The contractor shall comply with the provisions of Employees Provident Fund scheme, Employees' Pension scheme etc. The details of the scheme and procedure of payment may be referred from GCC of South Central Railway.**

9.0.3 The Agency should provide PPE like, Helmets, Safety Slings, Reflective Jackets, Hand Gloves, Shoes, Uniform etc. to its staff/Labour.

**ANNEXURE I**

**KRISHNAPATNAM RAILWAY COMPANY LIMITED**

**TENDER FORM**

**Name of Work: PERMANENT WAY MAINTENANCE BETWEEN OBVP and BMPE Stations inclusive of YARDS 9 EXCLUSIVE BMPE Yard) (0 to 62/00 KMs) (Section. I)**

To

CHIEF FINANCIAL OFFICER,  
KRISHNAPATNAM RAILWAY COMPANY LIMITED.  
(RVNL OFFICE COMPLEX)  
"Lekha Bhavan" 3rdFloor,  
S.C.Railway,  
Secunderabad- 500025

I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We offer to do the work for KRCL, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within with in stipulated period from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.

3. A sum of ₹ \_\_\_\_\_ has already been deposited as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by KRCL that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

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

Signature of Witnesses: \_\_\_\_\_

(1) \_\_\_\_\_

Signature of Tenderer(s)

(2) \_\_\_\_\_

Date \_\_\_\_\_

Address of Tenderer(s)

TENDER FORM

**Name of Work: MAINTENANCE OF PERMANENT WAY/TRACK AND OTHER PERMANENT WAY MATERIALS FOR A PERIOD OF 24 MONTHS BETWEEN OBVP to BMPE stations inclusive of YARDS, (Excluding BMPE yard) (0 to 62/00 Kms) (Section. I)**

**Summary of SCHEDULE Details at ANNEXURE**

SL	Description of Schedule	Estimated cost (in Rs.)	Rate quoted by the contractor's percentage, Above, Below, At par % In Figures.	% Quoted in words	Write whether percentage quoted in Col. 4/5 is above/Below/ At par over Estimated Rate	Amount In Figures	Amount in words
1	2	3	4	5	6	7	8
1	SCH. A	27,38,650/-					
2	SCH. B	6,09,52,640/-					
3	SCH. C	3,99,790/-					
4	SCH. D	1,01,24,000/					
5	SCH. E	10,00,000/-					
	<b>Total</b>	<b>7,52,15,080/-</b>					

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 KRCL reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

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

- a. The price for each schedule shall be calculated and written against each schedule, in both figures and words in Columns 7 & 8 respectively.
- b. The total price as sum of the price of all the bills/schedules shall be shown, in both figures and words under Columns 7 & 8 respectively.
- c. Bidder 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 INCLUSIVE of GST (18%) and other TAXES.
- e. While quoting the rates, Bidders 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. Bidders shall also ensure that full benefit of Input Tax credit (ITC) likely to be admissible to them is duly considered while quoting rates.

- f. The successful bidder 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 KRCL within 07 days from the date of the award of contract, without which no payment shall be releases to the contractor. The Contactor shall be responsible for deposition of applicable GST to be concerned Authority.

**g. INSTRUCTIONS FOR Schedule D. (SITE FACILITIES)**

- a) The vehicles shall be new and delivered and maintained by the contractor in Good Road worthy conditions including daily cleaning. The vehicle shall be replaced with a new vehicle after a maximum run of 75000 Kms or Three years whichever is earlier.
- b) The contractor shall employ and make available competent drivers Duly Licensed to operate the vehicles as and when required by the Officers of KRCL. The contractor shall replace drivers at the request of the officers of KRCL.
- c) The vehicles shall be licensed and insured for use on the public highway and shall have Comprehensive Insurance and Third Party cover for any qualified driver authorized by the Officers of KRCL together with any authorized passengers and the carriage of Goods and samples.
- d) The contractor shall provide fuel, oil for running of each vehicle for 4000/3000 Kms monthly for item No. 9003B, where the vehicle is required and ensure maintenance in conformity with the vehicle manufacturer's recommendations and all relevant toll and parking charges incurred in connection with the Works. The vehicle shall be provided day and night as required by the officers of KRCL.
- e) A suitable replacement shall be provided by the contractor for any vehicle out of service for more than 24 hours. If the contactor at any time fails to provide vehicles or substitute vehicle as specified, an amount of Rs.2000/- per day for each vehicle (that the contractor failed to provide) shall be recovered from the contractor.
- f) Contractor should engage drivers for day and night sift separately and should be available with vehicles at Hqrs. The rate should be quoted accordingly.

**KRISHANAPATNAM RAILWAY COMPANY LIMITED**

KRCL invites Tenders for the following works.

**The closing Date and Time is 04-03-2024 at 11.00 HRS**

Name of the work	Permanent Way (Track) Maintenance between OBVP (Obulavaripalle) and BMPE stations (Excluding BMPE Yard) (0 to 62/00 Kms) of KRCL under Vijayawada Division, South Central Railway.
Tender Type	Open
Cost of Bid Document	Rs. 5,000/-
Advertised Value	Rs.7,52,15,080/-
EMD	Rs.5,26,100/-
Tender Closing Date & Time	<b>04-03-2024 at 11.00 HRS</b>
Tender Opening Date & Time	<b>04-03-2024 at 11.30 HRS</b>
Contract Period	<b>2 Year (24 Months)</b>

**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 South-Central Railway applicable
- (c) Schedule of approximate quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected up to latest correction slips,
- (e) Schedule of Rates (enclosed)

II. The Tenderer(s) shall quote his/their rates as a percentage above or below or AT PAR the Schedule of Rates of KRCL 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 KRCL. The KRCL does not guarantee work under each item of the Schedule. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

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

IV. The works are required to be completed within a period of TWENTY FOUR months from the date of issue of acceptance letter.

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

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER

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

5.1 ELIGIBILITY CRITERIA & CREDENTIALS OF THE TENDERER:

a) The tenderer(s) should have physically completed works viz.,

“Laying and linking of track work, CTR, TSR, TRR, Deep Screening, Lifting of track, Maintenance of track (or) a Zonal P-Way Contract Work (or) a track maintenance work” for a minimum value of

- 1) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
  - 2) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender or
  - 3) One similar work costing not less than the amount equal to 60% of advertised value of the tender
- in the last Seven years, ending last day of month previous to the one in which tender is invited.

b) The total value of similar nature of work completed during the qualifying period and not the payments received within qualifying period alone, shall be considered. In case, the Final Bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions will be considered. If final measurements have been recorded and work has been completed with negative variation, then also the paid amount including statutory deductions will be considered. However, if final measurements have been recorded and work has been completed with positive variation but variation has not been sanctioned, original contract value or last sanctioned Agreement value, whichever is lower shall be considered for judging eligibility.

5.1.2 **FINANCIAL TURNOVER:** The tenderer must have minimum average annual contractual turnover of V/N or “V” whichever is less, where

V=Advertised value of the tender in crores of Rupees

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

The Average annual contractual turnover shall be calculated as an average of “total Contractual Payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. Tenderer(s) should submit to this effect attested certificate from the Central Govt./Public sector under taking/NGR/Section of at least 50 Km long for the work done for them or Audited balance sheet duly certified by a Chartered Accountant for THREE FINANCIAL YEARS (i.e., current financial year and previous three financial years) i.e., after 01-04-2020 up to the date of tender opening

5.1.3 The value of work completed will not include the cost of any materials issued free of cost by the Railway / Department NGR/ Private line section of at least 50KM long etc. Only cash value of the Agreement and executed cash value will be reckoned for eligibility.



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

5.1.4 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  
(i) 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)F 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, approximate value of balance work yet to be done and date of award.

5.1.5 In case of Clause 5.1.4 (c) and (d) mentioned above, supportive documents/ certificates from the organizations with whom they worked/are working should be enclosed.

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

5.1.7 The works executed by the tenderer for Government Departments or Semi Governments/Public Sector undertaking/NGR/Private Line Owner of repute having at least 50 Km section shall only be considered for eligibility. **Works executed for a party other than these parties shall not be considered for eligibility.** The experience certificate to be issued by an officer not below the tank 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 or General Manager level Officer of a Private Railway co. The certificate should bear the signature and seal of the issuing Officer and name of the department etc.

- 5.1.8 i) In case the tenderer is a partnership firm(s), the experience and turnover certificate 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.

5.2.0 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 approximate only and are subject to variation according to the needs of the KRCL. KRCL accepts no responsibility for their accuracy, and the KRCL does not guarantee work under each item of schedule.

5.2.1 The tenderers are required to take note of all the Schedules are inclusive of Taxes and Govt. Cess leviable under Works Contract and quote their rates inclusive of all taxes, GST and cess etc.

5.2.2 Bids 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.

- 5.3.0 The work is required to be completed within a period of (Twenty Four) 24 months from the date of issue of acceptance letter including intervening monsoon period.
- 5.4.0 **Earnest Money should only be paid through “DEMAND DRAFT” IN FAVOUR OF ‘KRISHNAPATNAM RAILWAY COMPANY LIMITED’ PAYBLE AT NEW DELHI.** Cheques, 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 bidders will be returned within thirty (30) days from the date of issue of the LOA to the successful bidder.** 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 KRCL. 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 by KRCL. If the tender is accepted, the amount of Earnest Money will be held as security deposit for the due and faithful fulfillment of the contract. The earnest money of unsuccessful tenderers will save as herein before provided be returned to the unsuccessful tenderers but KRCL shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession nor be liable to pay interest thereon.
- 5.4.1 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.
- 5.4.2 If the tenderer deliberately furnishes wrong information in his/their tender or creates/create circumstances for the acceptance of his/their tender, KRCL reserves the right to reject such tender at any stage.
- 5.4.3 If a tenderer expires after the submission of his tender or after the acceptance of his tender, KRCL shall deem such Bid as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the KRCL shall deem such tender as cancelled, unless the firm retains its character.
- a) Documents testifying to the tenderer's works experience and financial status should be submitted along with the tender.
- 5.4.4 Tenders must enclose in a sealed cover, super scribed with the name of the work as appearing on the top sheet and must be sent by registered post/ or as mentioned in Tender Notice, so as to **reach not beyond 11.00 hours on 4<sup>th</sup> March 2024 or deposited in the box kept for the purpose. The boxes will be sealed at 11.00 hours on 4<sup>th</sup> March 2024 and will be opened at 11.30 hours on 4<sup>th</sup> March 2024 at the place mentioned above.**
- 5.4.5 Non-compliance with any of the condition set forth herein above is liable to result in the tender being rejected.
- 5.4.6 The authority for acceptance of the tender, 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.

- 5.4.7 The successful tenderer/tenderers shall be required to execute an agreement with the KRCL for carrying out the work according to the General Conditions of Contract and specifications for works and materials, of South Central Railway Standard Specifications including correction slips issued from time to time.
- 5.4.8 The tenderer shall keep the offer open for a minimum period of 120 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.
- 5.4.9 Should the KRCL 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.

5.5.0 **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 KRCL shall, at the time of arranging payments to the contractor and/or sub-contractor (in the case of sub-contractor only when the KRCL 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.

5.5.1 Tenders are required to submit the following documents along with the tender:

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

5.5.2 The tender is not accompanied by any of the documents mentioned above, (UNDER MUST MEET CONDITION), the tender shall be summarily rejected. No post tender correspondence will be entertained; however, if any clarification is required by the KRCL the same may be sought from the tenderer.

- 5.5.3 i) The onus of establishing the credentials of the tenderer(s) from the Office records or otherwise does not lie with the KRCL shall evaluate offer only from the certificates / documents (as referred above) submitted along with the tender offer.
- ii) Any certificates / documents offered after the tender opening shall not be given any credit and shall not be considered.

iii) Even if the tenderer(s) is / are working contractor(s) of the any Division also if he / they do not enclose the required certificates his / their offer will not be considered.

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

- 1. The offer of Tenderer(s) who do not enclose Experience Certificate and Turnover Certificate with requisite details and supporting documents, along with their Tender to establish their credentials shall be summarily rejected, even though they are working contractors or contractors on approved list.**
2. (i) The offer shall be evaluated only from the certificates/documents (as referred above) submitted along with the tender offer.  
  
ii) Any Certificate/Documents offered after the tender opening shall not be given any credit and shall not be considered.  
  
iii) Tenderer(s) shall note that conditional/alternate offer will not be considered and will summarily be rejected, even though such condition makes them as the lowest tenderer.  
  
iv) KRCL reserves the right to verify the authenticity of the documents/information furnished.

#### **VI. EARNEST MONEY DEPOSIT.**

The tender must be accompanied by a sum of **Rs. 5,26,100/-** as Earnest Money deposited through DD or as mentioned in tender documents, failing which the tender shall not be considered.

- (a) The tenderer shall be required to deposit Earnest Money of **Rs. 5,26,100/-** 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. The Earnest Money shall be 2% of the estimated tender value costing up to Rs. 1 crore and for works estimated to cost more than Rs. 1 crore, the earnest money shall be Rs. 2 lakhs plus ½% (half percent) of the excess of estimated cost of work beyond Rs. 1 crore subject to a maximum of Rs. 1.00 crore i.e. **Rs.5,26,100/-** as indicated in the Tender Notice.
- (b) 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 KRCL.
- (c) If his tender is accepted the earnest money mentioned in sub clause (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 Earnest Money of other Tenderers shall, save as herein before provided, be returned to them, but the KRCL shall not be liable to pay interest thereon.
- (d) **Earnest Money should only be paid through “DEMAND DRAFT” IN FAVOUR OF “KRISHNAPATNAM RAILWAY COMPANY LIMITED” PAYABEL AT NEW DELHI.**

- (e) The Tenderer(s) shall keep the offer open for a minimum period of 120 days from the date of opening of the Tender.

### **PERFORMANCE GUARANTEE:**

1.1 Performance guarantee at a rate of 5 % of the contractual value shall be deposited by the successful bidder. The successful bidder shall have to submit a Performance Guarantee (PG) valuing 5 % of the contract value within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto the date of submission of PG from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31<sup>st</sup> day after the date of issue of LOA. In case the contractor fails to submit the requisite PG after 60 days from the date of issue of LOA, a notice shall be served to the contractor to deposit the PG immediately however not exceeding 90 days from the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 90 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work. In case 60<sup>th</sup> day is a bank holiday or office closure next working day should be considered as the last day for submission of the PGs. Decision of Authority competent to sign the Contract Agreement would be final in case of any dispute.

1.2 The value of PG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 10% (ten percent) for the excess value over the original contract value shall be deposited in four equal parts by the contractor. On the other hand, if the value of Contract decreases by more than 25% of the original contract value, Performance guarantee amounting to 10% of the decrease in the contract value shall be returned to contractor. The PG amount *in excess* of required PG for decreased contract value, available with KRCL shall be returned to the contractor duly safeguarding the interest of KRCL.

1.3 The applicable Performance Guarantee shall be calculated as per the revised *value* of the contract covering all variations up to the determination of the contract.

1.4 If the penalty imposed exceeds 50% of the applicable maximum penalty (as per the *revised value* of the contract), a PG equivalent to 25% of the applicable PG shall be forfeited. If the penalty imposed exceeds 75% of the applicable PG, a PG equivalent to 50% of the applicable PG shall be forfeited. The PGs shall be encashed by the Agency/Bidder after the completion of the contract.

1.5 The successful bidder shall submit the Performance Guarantees (PG) in any of the following forms, amounting to 5% of the contract value -

- A) Pay order or Demand Draft in favour of KRISHNAPATNAM RAILWAY COMPANY LIMITED  
Payable at NEW DELHI**  
**B) FIXED DEPOSIT RECEIPT (WITH BANKS IN INDIA ONLY)      a/c with KRCL**

1.6 The Performance Guarantees shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. These PGs shall be initially valid up to the stipulated date of completion and maintenance period, if any plus 60 days beyond that. In case, the time for completion of service gets extended, the contractor shall get the validity of PGs extended to cover such extended time for completion and maintenance period, if any of service plus 60 days.

## **SECURITY DEPOSIT**

Security Deposit at the rate of 5% the contractual value shall be payable by the successful bidder. Security Deposit will be recovered from the on account bills @ 10% of Bill value, till it reaches 5% of the contract value.

**Note: General Conditions of contract and Special conditions of Contract for P. Way works/Maintenance pertains to South Central Railway will be applicable for this tender.**

FORM NO. II

**EXPERIENCE CERTIFICATE**

S. No.	Work Details	Details
1	Name of Work	
2	Agt. No date and Name of the Agency	
3	Agt. 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 in physically progress with payments received should be given.

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

Signature:

Name:

Designation:

Office Stamp:

Date:

FORM NO. III

CERTIFICATE FROM CHARTERED ACCOUNTANT IN THEIR LETTER HEAD

TO WHOMSOEVER CONCERNED

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

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

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

Signature:

Name of CA:

Address:

Office Seal:

Phone No.:

Email:

Date:



**Annexure –II**

**KRISHNAPATNAM RAILWAY COMPANY LIMITED**

Name of the Work: **MAINTENANCE OF PERMANENT WAY/TRACK AND OTHER PERMANENT WAY MATERIALS FOR A PERIOD OF 24 MONTHS BETWEEN OBVP to BMPE stations inclusive of YARDS, (Excluding BMPE yard) (0 to 62/00 Kms) (Section. I)**

**SUMMARY OF SCHEDULES.**

Sl. No.	Description of Schedule	Estimated Cost in Rs.	Rate quoted by Contractor as percentage above below at par over the estimate rates			In Figures	In Words
			Percentage In Figures	Percentage in Words	Write Whether percentage quoted in col 4 &5 is above /below/at par over estimated rates		
1	2	3	4	5	6	7	8
1	SCHEDULE-A: Permanent Way Linking: Installation Works	27,38,650-					
2	SCHEDULE-B.: Permanent Way Linking: Installation Works. BMPE-OBVP	6,09,52,640-					
3	SCHEDULE-C. Permanent Way Linking: Supply and Installation Works	3,99,790/-					
4	SCHEDULE-D. Site Facilities	1,01,24,000/-					
5	SCHEDULE.E Other item of Work not covered in the above schedules to be executed by USOR-2021	10,00,000/-					
	Total Estimated Price	7,52,15,080/-					

- a) Please mention the percentage rate, in both figures and words, for each schedule in columns 4 & 5 respectively. Please also mention in column 6 whether the percentage rate mentioned in columns 4 & 5 are above or below or at par over the estimated rates. All the schedules should be signed by the bidder.

- b) The price for each bill shall be calculated and written against each bill, in both figures and words, in columns 7 & 8 respectively.
- c) The total price, as sum of the price of all the bills/ schedules shall be shown, in both figures and words under columns 7 & 8 respectively in the last row of the summary sheet.
- d) Bidder should ensure that the rates are filled with due care and caution so as not to lead to any omission or discrepancy or ambiguity.
- e) The item rates given in each bill are based on all- inclusive taxes.
- f) While quoting their rates, Bidders shall consider 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 and Tax Act. 2017 (UTGST)/ respective state's State 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. Bidders shall also ensure that full benefit of Input Tax Credit (ITC) likely to be admissible to them is duly considered while quoting rates.
- g) The successful bidder who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to the Employer within 28 days from the date of 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 be concerned authority. In case the successful bidder is not liable to be registered under CGST/IGST/UTGST/SGST Act, the Employer shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- h) The Agency shall employ and post at the site a Technical Supervisor who should be adequately qualified and well experienced in the execution of Permanent way works. The Name, Particulars of technical qualifications and record of experience of the supervisor employed should be advised to the Officer of KRCL. If in the opinion of the Officer/KRCL, the supervisor is not fit to be in charge of the work should be forthwith replaced.  
Head Quarters of One Retd. ADEN, One Retd. SSE/P. Way and One P. Way Expert will be at RAPR. One P. Way Expert at MGPR and One P. Way Expert at KUMU, KAPT.
- (i) Safety shoe, retro-reflective jacket, helmet and hand gloves are to be provided to men engaged for track works.

**KRISHNAPATNAM RAILWAY COMPANY LIMITED**

Name of Work: **MAINTENANCE OF PERMANENT WAY/TRACK AND OTHER PERMANENT WAY MATERIALS FOR A PERIOD OF 24 MONTHS BETWEEN OBVP to BMPE stations inclusive of YARDS, (Excluding BMPE yard) (0 to 62/00 Kms) (Section. I)**

**PERMANENT WAY LINKING, INSTALATION & MAINTENANCE WORKS**

**SCHEDULE A**

Page No. 1

S. No.	Description	Qty	unit	Rate	Amount
1	Leading upto 100m lead and putting in track/formation of ballast from measured stacks by contractor's own means and putting the same into track uniformly to form profile as per IRPWM in following phases: (i) Laying of first layer to form level bed for sleepers with top surface dressed including mechanical compaction; (ii) Filling ballast in cribs and making up shoulders; and (iii) Recouping shortages after each packing and finally making profile as per IRPWM	600	Cum	141.00	84,600
2	Transporting of ballast from measured stacks by means of contractor's own road lorry or rail wheel lorry that can run on BG track including loading, and unloading either by mechanical means or manually by contractor at required site and putting the same into track/formation uniformly to form profile as per IRPWM in following phases: (i) Laying of first layer to form level bed for sleepers with top surface dressed including mechanical compaction; (ii) Filling ballast in cribs and making up shoulders; and (iii) Recouping shortages after each packing and finally making profile as per IRPWM (All labour, lorry, fuel, consumables etc. by contractor) Note: 1. Payment by pre stack measurements.				
	(a) Lead beyond 100 m but up to 5km	400	Cum	277.00	1,10,800
	(b) Extra for lead beyond 5km	200	Cum	82.00	16,400
3	Cutting of 60 KG, 52 KG, 90 R rails with contractor's Abrasive Disc Cutter complete including men, material, fuel etc. true to square.	100	Each	450.00	45,000
4	Drilling 26.5 MM, 32 MM diameter holes with Rail Drilling Machine in web of 60 KG, 52 KG, 90 R rails in track or on cess at correct locations including chamfering.	400	Each	109	43,600

5	Transportation of rails, switches, crossings, etc. (supplied by RVNL) from point of issue to their final location of laying in track				
5 a	Average lead, from the place of issue upto the middle point of location of laying in each KM, upto 10 KM	100	MT		
			MT KM	8.50	850
6	De-stressing of LWR/CWR track with 60 KG, 52 KG rails at appropriate rail temperature as per LWR manual and as per directions of the engineer including adjustment of gap at SEJ, squaring & correct spacing of sleepers disturbed during the work, including greasing of ERC as per 1RPWM. Payment for cutting of rails shall be made separately under relevant item.	30	Track Km	26,775.00	8,03,250
7	Shifting of P. Way materials such as rails, sleepers, points and crossings, fastenings etc. and stacking at the nominated place upto 250 m lead as directed by Engineer-in-Charge including all lift, labour, tools and machinery etc. complete				
a)	For lead upto 50 m	100	MT	149.60	14,960
b)	Extra for lead for every 50 m or part thereof beyond initial 50 m lead	1000	MT	22.00	22,000
8	Running and maintenance of KRCL Push Trolley/Light Motor Trolley/ Heavy Duty Motor Trolley, including consumables maintenance etc. with contractor's men, materials, tools & plants and as directed by Engineer-in charge. Note: 1. Log book to be maintained duly obtaining the signature of the inspecting officials. 2. For Push trolley, Four labour to be provided. 3. For light motor trolley, one motor trolley driver and three labour to be provided. 4. For heavy duty motor trolley, one motor trolley driver and four labour to be provided.	60	Per day	3,160.00	1,89,600
9	Hiring of JCB Machine (in good working condition) for levelling and dressing ground / dismantling structures including disposal of debris through dumpers etc. with contractor's labour, JCB machine, machine operator, fuel etc. The contractor shall arrange road permit for vehicle for all the States of In-charge and vehicle shall not be more than three years old. Payment shall be made for actual working hours at site up to period of 240 hours per month.	400	Per Hour	1050.00	4,20,000

10	Supply of grease - Graphite grease no 'O' conforming to specification no .IS 408-1981. The rate is inclusive of transportation of the grease from the firm to the depot including loading, unloading and stacking neatly at countable manner. (All labour, materials, tools and plant and other consumable stores are to be supplied by the tendered/ contractor only at his own cost)	1,000	Kg	95.00	95,000
11	For sleeper Density of 1540 sleepers/km or more	2000	Track Meter	200.80	4,01,600
12	Lubrication of ERCs and its liner contact area by removal of ERCs and Metal / GFN liners in rail panel, cleaning of rust / scale of ERC, Metal / GFN liners & SGCI insert by using wire brush, scrapper / sand emery paper etc., supply & provision of anti-corrosive treatment by application of graphite grease, as prescribed by Railway under side of liners & corresponding area of rail foot & SGCI insert with ERCs and re-fixing the same as per Para-1411(5) of Indian Railways Permanent Way Manual.	1,000	sleeper	25.19	25,190
13	Cleaning & clearing of side drains including disposing of muck beyond Railway boundary as per instructions of Engineer in-charge to keep drains clean and clear in cuttings etc.	5,000	Running Meter	27.84	1,39,200
14	CSM / DUO / 3X Machine Related Works : Carrying out pre-tamping, during tamping and post-tamping work for tamping track with all types of rails, sleepers & sleeper density by various Track Tamping machines, which include : (1) Re-adjustment of ballast, heaping-up of ballast, filling-up of cavities in tamping zone by picking ballast from stacks / shoulders / crib of adjoining track upto lead of 50 m to ensure effective packing; (2) Clearing of ballast on sleepers to make them visible to operator, (3) Clearing of ballast over rail foot to facilitate holding of rail by rollers of TTM; (4) Digging, screening and replenishment of ballast at mud pumping / rounded ballast in sleeper crib location; (5) Tightening of loose fittings immediately before & after tamping; (6) Replacement of broken / missing fittings supplied by Railway; (7) Correcting displaced sleepers to position	10,000	Track Meter	32.66	3,26,600

	<p>along with squaring;  (8) Re-setting of worked-out / fallen fittings;  (9) Removing and re-fixing joggled fish plates &amp; wooden blocks, wherever necessary;  (10) Manual consolidation of ballast in crib / shoulders;  (11) Removing and refixing of traction bonds during the block in electrified sections  (12) Dressing of ballast  NOTE:  1. Contractor to provide minimum 30 men with 2 supervisors for carrying out above work.  2. Tamping blocks are not identical &amp; it may be given at any time either during day or night.  3. Stages of payment a) 30% of the rate will be paid on completion of pre tamping attention, b) Balance 70% of the rate will be paid on completion of post tamping.  4. Recovery at the rate of twice the above applicable rate will be effected in case contractor fails to carry out pre/during/post operation.</p>				
	Total				27,38,650

**KRISHNAPATNAM RAILWAY COMPANY LIMITED**

**Name of Work: MAINTENANCE OF PERMANENT WAY/TRACK AND OTHER PERMANENT WAY MATERIALS FOR A PERIOD OF 24 MONTHS BETWEEN OBVP to BMPE stations inclusive of YARDS, (Excluding BMPE yard) (0 to 62/00 Kms) (Section. I)**

**SCHEDULE B**

OBVP- BMPE 62 KMs

PAGE NO. 1

S. No	Description	Qty	unit	Rate	Amount
1	Maintenance of track after commissioning at normal sectional speed by deploying contractors Labour, tools and plants and as direct by Engineer -in - charge. Attention to track to be done as per requirement to keep the track parameters within prescribed limits as per IRPWM for the sectional speed. Note: 1. A minimum of 4 gangs of (1+20 men each) should be deployed every' day covering the entire stretch of 95 kms. 2. In case additional/less gang deployment is done as per direction of the engineer, the payment shall be appropriated proportionately. 3. During Monsoon period additional Gangs to be deployed, where ever required. 4. The Labour camp is to be established near to work site/in the nearby railway station. 5. In case of emergency during Night times, Mate with minimum of 10 Labour should attend the work spot without fail as warranted to attend track failures, which will be paid separately. 6. Each gang should have adequate number of packing tools such as Crow bar, Powarh, Gauge cum level and Jacks for lifting of track. 7. Camper type Road vehicle in good working condition with driver and fuel to be made available at Labour camp round the clock for dropping the Labour to work site during day time and to attend emergency works in the night time. 8. Weekly rest to be availed on Sat/Sun by alternate gangs.	96	Gang Month	5,85,170	5,61,76,320

	<p>9. Gangs shall attend all types of track works viz. stack picking, maintenance of track, pre and post tampering works of track missions, systematic over hauling, lifting of track, maintenance, lubricating of points and crossings etc., as per para 224, 226,227,229 and 233 IRPWM as directed by Engineer -in -charge. 10. The Gangs allowed to works in the section should work as per the directions and planning of senior technical manager, as and when required in addition to their jurisdiction 11. The quoted rate includes deployment of one water man and one cooking man in each gang. 12. Two numbers of tunnel's existing in the section. The Gang is required to clean and clear cold drop in g in side of the tunnel frequently by jurisdiction. Gangs with their tools. 13. The Gang men to work in track or not more than 55 years of age, and personal safety of track men at site is entirely lies on the responsibility/ Risk of contracting agency only 14. The gangs should be deployed at following Locations: (i) Km 0 to Km 24 @ Mangampet Road, (ii) Km 24 to Km 48 @ Rapuru, (iii) Km 48 to Km 72 @ Adurupalli, (iv) Km 72 to Km 95.4 @ Kasumuru.</p>				
2	Extra for Labour working in night during emergency such as attending Rail weld failure, Points failure etc, including contractor's transport arrangements, T&P, consumables etc, as directed by the Engineer - in -charge	800	Man day	850.00	6,80,000
3	Labour working Tunnels Watch Men, Tower Car Watch Men and Store Watch Men etc, including contractor's transport arrangements, T&P, consumables etc, as directed by the Engineer - in -charge. (Tunnel Watch Men - 4 Nos, Store Watch Men-5 Nos, Total = 09 Nos).	24	Per Month 9 Men/Per Month	1,70,680	40,96,320
	Total				6,09,52,640



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**SCHEDULE-C**

S. No.	Description	Qty	unit	Rate	Amount
1	Alumino thermit welding of 60kg/52 kg rail joints or combination joints of 60kg/52kg rail by pre-heat (SKV) welding technique using compressed air petrol/LPG for preheating, three piece pre-fabricated moulds (Zircon washed) single shot crucible fitted with automatic tapping thimbles with all labour, materials including supply of puiliuu, tools and plants, aligning of rails, placing & fixing of mould, preheating, welding, mechanized trimming, grinding with profile grinder (including riser), testing, marking, painting with one coat of high build epoxy paint (two pack conforming to RDSO specification no. M&C/PCN-I 11/88) on the welded area up to 10 cm on either side. The work is to be completed in all respects as per IRS: T-19-2012 with latest updates and in accordance with "RDSO Manual for Fusion Welding of Rails by Alumino Thermic Process with up to date correction Slips in free rails or 3/10/20 rail panels. The work to be done under supervision of trained welding supervisor and carried out by trained welder having valid competency certificate from RDSO/TPP, Lucknow. Ultrasonic testing of welded joints shall be paid separately under relevant items.				
	Note: 1) In case only portion is supplied by the contractor but welding is not done the rate shall be payable 60% of the item rate. 2) In case welding portion is supplied free of cost by KRCL, the rate shall be payable @ 40% of the item rate. 3) The above provision in note (1) & (2) shall be operated with the specific approval.				
b)	for 60kg, 72/90 UTS rails	100	Each	3997.90	3,99,790.
	Total				3,99,790.

**KRISHNAPATNAM RAILWAY COMPANY LIMITED**

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**SCHEDULE - D for Site facilities**

Page No.1

S. No.	Description	Qty	unit	Rate	Amount
Providing Road Vehicle mentioned below for the use of Engineer/Employer					
1	BOLERO/SCORPIO/ERTIGA/MARAZZO or similar to ply for 4000 Kms.	24	Vehicle Month	90,000	21,60,000
1A	Extra for running charges for item no. 1 (Beyond 4000 Kms.)	12000	Per Km	20.00	2,40,000
2	Providing Innova, Mahendra XUV 500 or similar road vehicle for the use of Inspecting Officials of RVNL/KRCL/SCR Note:	60	Per day	6,000.00	3,60,000
3 A	Hiring of pickup trucks TATA, Mahindra Bolero camper or Similar vehicle in good working condition with diesel, driver and maintenance including oils etc. Model TATA 607 (or) equivalent or later model to ply for 3000 km per month for transportation of all types of track materials for working from any place to any place between Obulavaripalle and Venkatachalam Road junction with contractor's road vehicle, driver, fuel, consumables such as Diesel/Petrol, Engine oil etc. complete including maintenance / repairs of vehicle including all taxes, toll gate fees etc. complete and as directed by the Engineer in charge.	48	Vehicle Month	73,000	35,04,000
3 B	Extra for running charges for item no. 1 (Beyond 4000 Kms.) and item no.3A (Beyond 3000 Kms)	16000	Per Km	20	3,20,000
4A	Hiring charges for one Diesel driven lorry of 6-8 Tonne capacity like EICHER not older than 2017, as per the specification inclusive of cost of fuel, lubricating oil and other consumables, including of driver salary, bata, overtime allowances, repairs and maintenance, if any, all kinds of taxes and service charges and night halt charges, toll gate charges etc., for a minimum of 3000 km run in a month. For SSE /PW — 1 No. Note: 1. Even if the lorry does not run for 3000km in a month payment will be made for 3000 km per month. 2. Lorry should be available at Rapur Office during day and night under the control of SSE/P-Way.	24	Per month	1,30,000.00	31,20,000
4B	Extra running charges per Km run beyond 3000Km per month	6000	Per Km	35	2,10,000
5	Hiring of 15 T crane on hourly basis	100	Per Hour	2100	2,10,000
	Total				1,01,24,000

Note:

- a) The vehicles shall be new and delivered and maintained by the Contractor in good roadworthy condition including daily cleaning. The vehicle shall be replaced with a new vehicle after a maximum run of 75000 Kms or three years whichever is earlier.
- b) The Contractor shall employ and make available competent drivers fully licensed to operate the vehicles as and when required by the Engineer/Employer. The Contractor shall replace drivers at the request of the Engineer/Employer.
- c) The vehicles shall be licensed and insured for use on the public highway and shall have comprehensive insurance cover for any qualified driver authorized by the Engineer together with any authorized passengers and the carriage of goods or samples.
- d) The Contractor shall provide fuel, oil for running of each vehicle for 4000 kms monthly for item No. (1) and 3,000 Km for item no. (3A). where the vehicle is required and ensure maintenance in conformity with the vehicle manufacturer's recommendations and all relevant toll and parking charges incurred in connection with the Works. The vehicle shall be provided day and night as required by the Engineer/Employer.
- e) A suitable replacement shall be provided by the contractor for any vehicle out of service for more than 24 hours. If the contractor at any time fails to provide vehicle(s) or substitute vehicle(s) as specified, an amount of Rs. 2000 per day for each vehicle (that the Contractor failed to provide) shall be recovered from the Contractor.
- f) Contractor should engage drivers for day and night shift separately and should be available with vehicles at Hqrs. The rate should be quoted accordingly.

**KRISHNAPATNAM RAILWAY COMPANY LIMITED**

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OTHER ITEM OF WORKS NOT COVERED IN THE Schedules USSOR ITEMS

**SCHEDULE E**

S. No.	Description of Item	Quantity	Unit	Rate in %age above/below	Amount in Rs.
1	Execution of item(s) of works covered by chapters 1 to 25 of USOR-20. of South Central Railway. Note: This bill will be operated for only those works which cannot be executed by operation of BOQ items in bill no. 1 to 14 of USOR of 2011 and applicable to Vijayawada division of South Central Railway.	10,00,000	Rs.	[Enter prevailing %age above/below for misc. types of works]	[Amount should not exceed 1% of total contract value subject to a maximum of Rs. 2 Cr]
	Total VALUE FOR BILL	10,00,000			

**KRISHNAPATNAM RAILWAY COMPANY LIMITED**

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**PERMANENT WAY LINKING, INSTALATION WORKS  
SUMMARY**

<b>Sl. No.</b>	<b>Description of Schedule</b>	<b>Estimated Cost in Rs.</b>
1	SCCHEDULE-A: Permanent Way Linking: Installation Works	27,38,650/-
2	SCCHEDULE-B: Permanent Way Linking: Installation Works. BMPE – OBVP	6,09,52,640/-
3	SCCHEDULE-C: Permanent Way Linking: Supply and Installation Works	3,99,790/-
4	SCCHEDULE-D: Site Facilities	1,01,24,000/-
5	SCCHEDULE-E: Other item of Work not covered in the above schedules to be execute by USOR-2021	10,00,000/-
	Total Estimated Price	7,52,15,080/-

**Total Estimated Price. Rs.7,52,15,080/-**

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