

RAILTEL CORPORATION OF INDIA LIMITED

(A Govt. of India Undertaking, Ministry of Railways)

Expression of Interest for Selection of Partner from Empaneled Business Associate

for participation in KRCL Tender No. KR/CO/SG/Tender/01/2023-24 Date: 29/04/2023 for

"Replacement of KRCL old 12 core OFC cable with new 24core OFC cable between Nerul to Roha section."

EOI No: RailTel/WR/MUM/KRCL/EOI/2023-24 dated 23rd May 2023

Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai-400013

EOI NOTICE

RailTel Corporation of India Limited, Western Railway Microwave Complex, Senapati Bapat Marg, Mahalaxmi, Mumbai-400013

EOI Notice No: RailTel/WR/MUM/KRCL/EOI/2023-24 dated 23rd May 2023

RailTel Corporation of India Ltd., (here after referred to as "RailTel") invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for participation in KRCL Tender No. KR/CO/SG/Tender/01/2023-24 Dated: 29/04/2023 for "Replacement of KRCL old 12 core OFC cable with new 24core OFC cable between Nerul to Roha section."

The details are as under:

	Last date for submission of Bid response Packet against EOIs by bidders	26 th May 2023 at 15:00 Hours
2	Opening of Bid response packet of EOIs	26 th May 2022 at 15:15 Hours
3	Number of copies to be submitted for scope ofwork	One
4	Token EOI-EMD (to be submitted along with the EOI bid)	Rs. 5,00,000/- (Rupees Five Lakhs only)
	Final EMD (to be submitted before submission of bid to end customer)	1% of Estimated Tender Value of end customer RFP/Tender

The Token EOI-EMD should be in the favor of RailTel Corporation of India Limited payable at Mumbai through online bank transfer. Partner needs to share the online payment transfer details like UTR No. date and Bank along with the proposal.

A declaration also needs to be submitted by the participating partners that the balance amount of EMD (as detailed in Point 5 in above table) or EMD amount as prescribed in the end customer RFP/Tender, whichever is higher will be submitted before submission of bid to end customer.

RailTel Bank Details: Union Bank of India, Account No.317801010036605, IFSC Code - UBIN0531782, Branch name – Mahalaxmi Branch

Eligible Business Associates are required to direct all communications related to this Invitation for EoI document, through the following Nominated Point of Contact persons:

<u>Level:1</u> Contact: Richa Ratna Position: Sr. Manager/Marketing

Email: richa ratna@railtelindia.com; Contact: +91-9004444163

Level:2 Contact: Viplov Mishra

Position: Dy. General Manager/Marketing Email: viplovmishra@railtelindia.com

Level:3 Contact: Santosh Parage

Position: General Manager

Email: santosh.parage@railtelindia.com

Note:

- Empaneled partners are required to submit soft copy (password protected PDF) of bid response packet (Technical and Financial Bid to be submitted separately) through an e-mail at <u>eoi.wr@railtelindia.com</u>, duly signed by Authorized Signatories with Company seal and stamp. The size of file should not exceed 20 Mb.
- 2. The password will be sought at the time of opening of the bid response packet.
- 3. The EOI response is invited from eligible **Empaneled Partners of RailTel only.**
- 4. All the documents must be submitted with proper indexing and page no.
- 5. This is an exclusive arrangement with empaneled business associate of RailTel for participating in the end customer RFP. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly theirbids and techno-commercial solution/association with any other organization once selected through this EOI (before and after submission of bid to prospective organization by RailTel). This undertaking has to be given with this EOI Response.
- 6. **Transfer and Sub-letting**. The Business Associate has no right to give, bargain, sell, assign or sublet orotherwise dispose of the Contract or any part thereof, as well as to give or to let a third partytake benefit or advantage of the present Contract or any part thereof.

1. Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a Class-A Mini-Ratna Government of India undertaking under the Ministry of Railways. The Corporation wasformed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

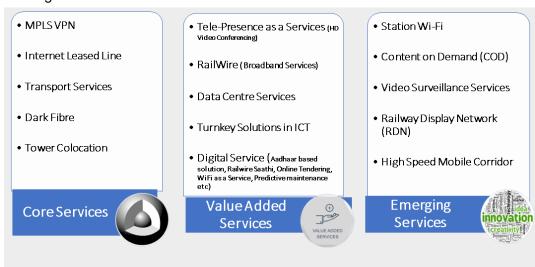
RailTel has approximately 60000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/ MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High-Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long Distance Operator and Internet Service Provider (Class-A) licenses underwhich the following services are being offered to various customers:



a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state
 of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth& above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps& above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps
- c) DATA CENTER Infrastructure as a service (laaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications / Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.
 - National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state
 of the art NGN based network through its Interconnection with all leading Telecom Operators
 - Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth& above
 - Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
 - Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's
- d) High-Definition Video Conference: RailTel has unique service model of providing high-definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

e) Retail Services - RailWire

RailWire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering &

maintaining broadband services and upto 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving apprx 4,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across—Government PSU or any organization's officers colonies and residences.

2. Project Background and Objective of EOI

RailTel intends to participate in a tender floated (hereinafter referred as RFP/Tender) by Konkan Railway Corporation Limited (KRCL) for Replacement of KRCL old 12 core OFC cable with new 24core OFC cable between Nerul to Roha section (KR/CO/SG/Tender/01/2023-24 Date: 29/04/2023).

RailTel invites EOIs from RailTel's Empaneled Partners for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner is expected to have excellent execution capability and good understanding of customer local environment.

3. Scope of Work

The scope of work will be as mentioned in the tender floated by Konkan Railway Corporation Limited (KRCL) for Replacement of KRCL old 12 core OFC cable with new 24core OFC cable between Nerul to Roha section. (KR/CO/SG/Tender/01/2023-24 Date: 29/04/2023). Tender floated by KRCL is attached as Annexure-6 in this EOI document.

The above scope of work is indicative, and the detailed scope of work is given in the end customer tender along with latest amendments and clarifications.

In case of any discrepancy or ambiguity in any clause / specification pertaining to scope of work area, the RFP released by end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal. Scope of Work and payment terms shall be on a back-to-back basis as per the end customer RFP.

4. Response to EOI guidelines

4.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in password protected PDF file through an email (size of email should not exceed 20Mb) to eoi.wr@railtelindia.com.

4.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

4.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studies the EOI document and should be submitted along with the bid.

4.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for the period of validity of the Pre-Bid agreement which will be signed with the selected partner.

4.5 Bidding Process

The bidding process as defined in para 7.

4.6 Bid Earnest Money (EMD)

- **4.6.1** The Business Associate shall furnish a sum as given in EOI Notice via online transferfrom any scheduled bank in India in favour of "RailTel Corporation of India Limited" along with the offer. This will be called as **Token EOI EMD.**
- 4.6.2 Offers not accompanied with valid Token EOI Earnest Money Deposit shall be summarily rejected.
- 4.6.3 In case of Business Associate's offer is selected for bidding, a BA has to furnish Earnest Money Deposit (for balance amount as mentioned in the customer's Bid as and if applicable) for the bid to RailTel. The selected Business Associate shall have to submit a Bank Guarantee/Online Bank Transfer against EMD in proportion to the quoted value/scope of work to RailTel before submission of bid to end customer, as and if applicable.

- 4.6.4 Non-submission of remaining EMD as applicable will lead to forfeiture of token 'EOI EMD'.
- 4.6.5 EMD can be received in the form of bank Guarantee/Online Bank Transfer/ Fixed Deposit. Bank guarantee has to be confirmed with the Structural Financial Messaging System (SFMS) confirmation from the issuing Bank in favor of RailTel. In case of Fixed Deposit, lien in favor of RailTel is to be ensured. However, EMD amount equal or less than Rs. 5 Lakhs shall be sought only in Online Bank transfer.
- 4.6.6 The validity of such EMD shall be maintained till the finalization of end Customer RFP/Tender i.e. award of order and till submission of Performance Guarantee of requisite value required by end customer on back to back basis.
- 4.6.7 **Return of EMD for unsuccessful Business Associates:** Final EMD of the unsuccessful Business Associate shall be returned without interest after completion EOI process (i.e. after pre-bid agreement is signed with the selected partner)
- 4.6.8 **Return of EMD for successful Business Associate:** Final Earnest Money Deposit (balance proportionate EMD) if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.7) from BusinessAssociate whichever is later.
- 4.6.9 Forfeiture of Token EOI EMD or EMD (balance proportionate EMD) and or Penal action asper EMD Declaration:
- 4.6.9.1 The EOI EMD may be forfeited and or penal action shall be initiated if a BusinessAssociate withdraws his offer or modifies the terms and conditions of the offer during validity period.
- 4.7 Security Deposit / Performance Bank Guarantee (PBG)
- 4.7.1 In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel.
- 4.7.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.

4.8 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

4.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will treated, as final and no modification will be permitted except with the consent of the RailTel.

No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.

4.10 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

4.11 Period of Association/Validity of Agreement

RailTel will enter into agreement with selected bidder with detailed Terms and conditions.

5. Pre-Qualification Criteria for Bidding Business Partner of RailTel

S	Dartiaulara	Criteria for Tender Package	
No.	Particulars	(Mandatory Compliance & Document Submission)	
A)	Financial Conditions		
i)	BA should be registered under Companies Act, 1956 or Companies Act 2013 or as amended and should have at least 3 years of operations in India as on bid submission date.	 Certificate of Incorporation GST Registration PAN Card Documentary evidence in the form of Order/Agreement/ MOU etc 	
ii)	BA individually should have an annual financial turnover (Total revenue as per annual financial closure period of the company) during any of the preceding 3 financial years i.e. FY 20-21, FY 21-22, FY 2022-23 should be atleast Rs. 768.41 Lakhs	Turnover Certificate issued by the Chartered Accountant. Certificate should contain UDIN no. issued by ICAI and extracts from the audited balance sheet and profit & loss for last three financial year.	
iii)	BA should also have a positive net worth in the last FY i.e. FY 2022-23	Positive Net Worth Certificate issued by the CA.	
iv)	The participating bidder should be a currently active empaneled partner of RailTel.	Documentary proof of empanelment along with proof of empanelment Fee to be submitted.	
В)	Technical Conditions		
v)	Bidder should have similar work* experience in India related to supply and must have successfully and/or substantially completed any one of the following categories of work (s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: (a) Three similar works costing not less than the amount equal to 30% of	Work Orders / Letter of Intent / Signed Contract along with Go-live Certificate / Client Completion Certificate / Self declaration of work-in-progress or completion.	

S	Bardandara	Criteria for Tender Package		
No.	Particulars	(Mandatory Compliance & Document Submission)		
	advertised value of the tender in end customer RFP, or (b) Two similar works costing not less the amount equal to 40% of advertised value of the tender in end customer RFP, or (c) One Similar work costing not less than the amount equal to 60% of advertised value of the tender in end customer RFP.			
	Similar work* experience: "Any work of laying, splicing/jointing of underground OFC/quad cables with or without supply of material"			
vi)	The supplier should be Class 1 or Class 2 Local supplier.	Documentary proof to be submitted.		
C)	Annexures			
vii)	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.		
viii)	Annexure 2	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.		
		Self-certification duly signed by authorized signatory on company letter head.		
ix)	Annexure 3	An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted/debarred by any Governmental /Non-Governmental Organization in India as on bid submission date.		
x)	Annexure-4	Format for Affidavit to be uploaded by BA along with the tender documents.		
xi)	Annexure-5	Non-disclosure agreement with RailTel.		
xii)	Power of Attorney	Power of Attorney and Board Resolution in favor of one of its employees who will sign the Bid Documents.		
xiii)	Additional Documents to be Submitted	Technical Proposal with overview of the project with strength of the Partner.		

S	Particulars	Criteria for Tender Package		
No.		(Mandatory Compliance & Document Submission)		
D)	Appendices (to be submitted before submission of end customer bid by selected bidder)			
xiv)	Appendix – 2, 6A, 6B, 6C, 6D, 7A, 7B, 11, 17, 25 of end customer RFP/Tender	As per end customer RF/tender		

6. Bidder's Profile

The bidder shall provide the information in the below table:

S.	ITEM	Details
No.		
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

7. Evaluation Criteria

- 7.1 The Business Associates are first evaluated on the basis of the Pre-Qualification Criteria as per clause 5 above.
- 7.2 The Business Associate who meets all the Pre-qualification criteria, their price bid will be evaluated. The Lowest (L1) price bidder will be selected and entered into agreement with for delivery of the work on back-to-back basis for the agreed scope of work if RailTel is awarded contract from end customer.
- 7.3 RailTel reserves the right to further negotiate the prices with eligible L1 bidder during further reverse auction process of end customer. Selected bidder must ensure the best commercial offer to RailTel to offer the most winnable cost to customer.
- RailTel also reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/ information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI.

7.5 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

8. Payment terms

- 8.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.
- 8.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization.

9. SLA

The selected bidder will be required to adhere to the SLA matrix if/as defined by the end Customer. SLA breach penalty will be applicable proportionately on the selected bidder, as specified by the end Customer. The SLA scoring and penalty deduction mechanism for inscope of work area shall be followed as specified by the customer. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

10. Other Terms and Conditions

Any other terms and conditions in relation to SLA, Payments, PBG etc. will be as per the RFP of the end customer.

Note: Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.

Annexure 1: Format for COVERING LETTER				
COVERING LETTER (To be on company letter head)				
Eol Reference No:				
Date :				
To,				
RailTel Corporation of India Ltd. Western Railway Microwave complex, Senapati Bapat Marg, Mahalaxmi, Mumbai 400013				
Dear Sir,				
SUB: Participation in the EoI process				
Having examined the Invitation for EoI document bearing the reference number released by your esteemed organization, we, undersigned, hereby				
acknowledge the receipt of the same and offer to participate in conformity with the said Invitation				
for Eol document.				
If our application is accepted, we undertake to abide by all the terms and conditions mentioned in the said Invitation for EoI document.				
We hereby declare that all the information and supporting documents furnished as a part of our				
response to the said Invitation for EoI document, are true to the best of our knowledge. We				
understand that in case any discrepancy is found in the information submitted by us, our EoI is liable to be rejected.				
We hereby Submit EMD amount of Rsissued videfrom Bank				
Authorized Signatory Name Designation				

Annexure 2: Format for Self-Certificate & Undertaking

Self-C	ertificate (To be on company letter head)	
Eol Re	ference No: Date:	
To,		
Weste compl	el Corporation of India Ltd. In Railway Microwave ex, Senapati Bapat Marg, axmi, Mumbai 400013	
Dear S	ir,	
Sub:	Self Certificate for Tender, Technical & other compliances	
1)	Having examined the Technical specifications mentioned in this EOI & end customer tender, hereby confirm that we meet all specification.	we
2)	Weagree to abide by all the technical, commercial & financial conditions of the excustomer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of RailTel). We understand and agree that RailTel shall release the payment to selected BA after receipt of corresponding payment from end customer by RailTel. Further we understand that in caselected BA fails to execute assigned portion of work, then the same shall be executed by RailTel. Through third party or departmentally at the riskand cost of selected BA.	the the
3)	We agree to abide by all the technical, commercial & financial conditions of the end customer's R for the agreed scope of work for which this EOI is submitted.	FP
4)	We hereby agree to comply with all OEM technical & Financial documentation including MATechnical certificates/others as per end to end requirement mentioned in the end customer's RI	

5) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.

the end Customer organization tender in favour of RailTel against the proposed products.

We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in

- 6) We understand and agree that RailTel is intending to select a BA who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
- 7) We hereby agree to submit that in case of being selected by RailTel as BA for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
- 8) We hereby undertake to sign Pre Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.

Authorized Signatory

Name & Designation

Annexure 3: Undertaking for not Being Blacklisted/Debarred

<On Company Letter Head> To, RailTel Corporation of India Ltd. Western Railway Microwave complex, Senapati Bapat Marg, Mahalaxmi, Mumbai 400013 Subject: Undertaking for not Being Blacklisted/Debarred We, Company Name having registered office its at hereby declares that that the Company has not been <u>Addre</u>ss blacklisted/debarred by any Governmental/ Non-Governmental organization in India for past 3 Years as on bid submission date. Date and Place Authorized Signatory's Signature: Authorized Signatory's Name and Designation: Bidder's Company Seal:

Annexure 4: Format of Affidavit

FORM	AT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS
`	executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/
The pa	aper has to be in the name of the BA) **
	I(Name and designation)** appointed as the attorney/authorized
_	ory of the BA (including its constituents),
	(hereinafter called the BA) for the purpose of the EOI
docum	nents for the work of as per the EOI No of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the
hehalf	of the BA including its constituents as under:
	I/we the BA (s), am/are signing this document after carefully reading the contents.
	we are 27 (e), arrivare digrilling and accument after carefully reading are contented.
2.	I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3.	I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com . I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4.	I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5.	I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6.	I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7.	I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)**and all my/our constituents understand that my/our offer shall be summarily rejected.
8.	I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

	DEPONENT
SEAL AND	SIGNATURE
	OF THE BA

VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNAURE OF THE BA

Place:

Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by BA. Attestation before Magistrate/Notary Public.

Annexure-5: Non-Disclosure Agreement (NDA) Format

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this " <u>Agreement</u> ") is made and entered into on this day of , 2021 (the " <u>Effective Date</u> ") at
By and between
RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023, (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,
And
) (CIN:), a company duly incorporated under the provisions of Companies Act, having its registered office at, (hereinafter referred to as ''),
which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART RailTel and shall be individually referred to as "Party" and jointly as "Parties" WHEREAS, RailTel and, each possesses confidential and proprietary information related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non-technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the "Information"); WHEREAS, the Parties have initiated discussions regarding a possible business relationship for
WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the " <u>Disclosing Party</u> ") to the other Party (each Party, in such receiving capacity, the " <u>Receiving Party</u> ") subject to the terms and conditions of this Agreement. NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

Permitted Use.

Receiving Party shall:

hold all Information received from Disclosing Party in confidence;

use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and

restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "*Representatives*") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:

is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;

at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;

is approved for release by written authorization of Disclosing Party; or

is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; <u>provided</u>, <u>however</u>, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorised disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

Designation.

Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or

oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

<u>Cooperation</u>. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

No Obligation. Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

Return or Destruction of Information.

All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

termination of this Agreement;

expiration of this Agreement; or

Receiving Party's determination that it no longer has a need for such Information.

Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement **Notice**

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

by personal delivery, when delivered personally;

by overnight courier, upon written verification of receipt; or

by certified or registered mail with return receipt requested, upon verification of receipt.

Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

RailTel Corporation of India limited:

Attn:		
Address:		
Phone:		
Email.		
	:	

Term, Termination and Survivability.

Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of _____ years from the effective date hereof.

Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.

Notwithstanding the foregoing clause 9(a) and 9 (b), Receiving Party agrees that its obligations, shall:

In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and not apply to any materials or information disclosed to it thereafter.

<u>Governing Law and Jurisdiction</u>. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.

<u>Counterparts</u>. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement

No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "*Final Agreement*"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

Settlement of Disputes:

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

REPRESENTATION

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent

misrepresentation.

ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

EMPLOYEES AND OTHERS

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure

agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

RELATIONSHIP BETWEEN PARTIES:

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

agrees and acknowledges that	, its Partners, employees, representatives
etc., by virtue of being associated with RailTel and beir	ng in frequent communication with RailTel and
its employees, shall be deemed to be "Connected Per	rsons" within the meaning of SEBI (Prohibition
of Insider Trading) Regulations, 2015 and shall be boo	und by the said regulations while dealing with
any confidential and/ or price sensitive information of	RailTel shall always and at all
times comply with the obligations and restrictions con	ntained in the said regulations. In terms of the
said regulations, shall abide by the restri	iction on communication, providing or allowing
access to any Unpublished Price Sensitive Information	(UPSI) relating to RailTel as well as restriction
on trading of its stock while holding such Unpublished	Price Sensitive Information relating to RailTel

MISCELLANEOUS. This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

<u>:</u>	arties have executed this Agreement on the date set fo RailTel Corporation of India Limited:	
Ву	_	
	By	
Name:	Nama	
Title:	Name: Title:	
	Tiuo.	
Witnesses		

Annexure-6 Tender floated by IOC	;L	

Annexure-7

Schedule of Rates and Quantities

Name of Work: Replacement of KRCL old 12 core OFC cable with new 24core OFC cable between Nerul to Roha section.

Sr.	Description of Work	Unit	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)	Inspection Agency
	Schedule A - Supply Items					
1	Supply of armored optic fiber cable mono mode having 24 core fiber as per RDSO spec IRS.TC: 55/2006 Rev.1 Amdt No.2.0 or latest.	Km	85	1,05,000	89,25,000.00	RDSO
2	Supply of solid permanently lubricated HDPE Telecom duct having 50mm outer dia inner dia and 42mm with wall thickness 4mm, as per RDSO Specification. No. RDSO/SPN/ TC/45/2013 Rev.2.0 amendment 1.0 or latest, along with all required accessories/fittings like end plugs, couplers cable sealing plugs, duct collar etc.	Km	85	84,100	71,48,500.00	RDSO/ RITES
3	Supply of warning tape 6 inch width, colour Red/Orange with warning information painted in black (KRCL-Tele cable), as per drawing. The tape shall be suitable for laying along with underground cables	Km	53.50	3350	1,79,225.00	Consignee
4	Supply of OFC Jointing kit suitable for 24 core OFC with 9mm core dia with suitable heat shrink sleeves, as per TEC Spec No G/OJC-02/01. Mar 99 or latest.		40	1225.00	49,000	Consignee
5	Supply and installation of PCC/Stone Marker as per drawing No RVNL/S&T/SG-022/2006	Nos	2,000	242.33	4,84,660	Consignee
6	Supply of Double Walled Corrugated (DWC) pipe having 120mm outer dia and 103mm inner dia as per RDSO specification No. RDSO/SPN/204/ 2011 Ver1.1 or latest along with required couplers.	Km	2	1,80,000	3,60,000	RITES
7	Supply of Galvanized Iron pipe Dia-inner 100 mm, with Coupler Grooved clamp, Good quality ISI marked conforming to IS 11722 Type -B	Km	3	5,15,617.75	15,46,853.25	RITES

Sr.	Description of Work	Unit	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)	Inspection Agency
8	Supply of Mild steel C-Clamp 3mm thk x 25 mm width suitable for holding One DWC pipe of 120mm dia. This includes providing primer coat of red oxide and aluminium paint, along with required number of M.S Anchor bolts size 12mm x 150 mm.	Nos	1,000	106.75	1,06,750	Consignee
O	Supply of Optical Time Domain Reflectometer (OTDR) as per GR.No.TEC/GR/TX/OTD-01-05-Sep-19 (Connector shall be FC/PC male to DIN (Female). Note: Before placing order, the make and model shall be got approved from KRCL Engineer-incharge	Nos	വ	1,26,000	3,78,000	Consignee
10	Supply of Automatic Fusion Splicing Machine suitable for both single mode & multimode fibres with cladding dia.75- 200 micrometer suitable for 24/48 core optic fiber cable Note: Before placing order, the make and model shall be got approved from KRCL Engineer-incharge	Nos	വ	1,95,000	5,85,000	Consignee
11	Supply of OFC Toolkit as per list at para 5.11of Spl condition of Cortact part B). Note: Before placing order, the make and model shall be got approved from KRCL Engineer-incharge	Nos	3	27,033.90	81,101.70	Consignee
12	Supply of Optical power Meter along with Accessories suitable for measurement of both1310nm and 1550nm wavelength along with E-2000 connector (detailed specification at para 5.10 of Spl condition of Cortact part B). Note: Before placing order, the make and model shall be got approved from KRCL Engineer-in-charge	Nos	3	46,500	1,39,500	Consignee
	Sub - Total (A)				1,99,83,589.95	

Sr.	Description of Work	Unit	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)	Inspection Agency
В	Execution Items					
1	Excavation of trenches in all type of soils upto a depth of 1.2 mtrs and 0.26 mtrs width at the bottom, provision of bricks width wise, approx. 9 bricks per meter, ramming and consolidation of soil, in trench with all contractors material, labours, tools etc.	Km	52.5 0	2,24,063.57	1,17,63,337.43	Engineer
2	Preparation of cable duct 150 mm wide x 300 mm deep for laying of cable in rocky area and refilling the duct (after cable laying in GI pipe or HDPE duct) with Cement concrete mixuture 1:3:6 and grouting the ends at either side of rocky portion using concrete mixture, with all contractors material, labours, tools, plants etc.	Km	24	5,71,380	1,37,13,120.00	Engineer
3	Clearing of Ballast adjacent to sleepers laid on the RCC bridge for laying GI pipe/ HDPE duct pipe.	Km	2	1,75,000	3,50,000.00	Engineer
4	Excavation of trench to a depth of 1 Mtr. for track /Road crossing of cables, laying of DWC pipes along with required coupling, refilling of trench by ramming and consolidating it as per the instructions of Rly Engineer at site.	Mtr.	600	420.00	2,52,000.00	Engineer
5	Track crossing by horizontal boring method at a depth 1.4 to 2.1 mtr from bottom of sleeper, this includes the supply and insertion, pushing of GI pipe (80 mm) confirming to IS: 1239 heavy class in the bore drilled with coupler between 2 pipes all the joints of casing pipes should be tight and leak proof. The work shall be done as per extent practice and instruction of the Engineer at site. Note: All materials, tools, plants, equipments, labour, accessories etc required to complete the work shall be arranged by the contractor at his own cost.	Mtr.	550	2,801.88	15,41,034.00	Engineer

Sr.	Description of Work	Unit	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)	Inspection Agency
6	Laying of HDPE Telecom duct 50/42 mm dia in the trenches and in pipes/conduits/ducts of various types and sizes, with all Contractor's labour, tools, plantes, etc complete.	Km	83	10,008.45	8,30,701.35	Engineer
7	Laying of DWC/RCC/GI pipes along with collers in trenches at places of track and road crossing, platform and cutting etc.	Km	5	74,115.49	3,70,577.45	Engineer
8	Blowing of armoured optic fiber cable into HDPE duct using blowing machine and associated works. Before blowing OFC, the duct integrity shall be tested, if any defect is be found during duct integrity test, the entire length of HDPE duct from one chamber to another chamber shall be replaced by the contractor at his own cost.	Km	83	8,400	6,97,200.00	Engineer
9	Fabrication, supply & fixing of MS clamp as per drawing along with required fixtures like nuts, bolts, washers etc, suitable of clamping of GI pipes on steel girder bridge.	No	1,00 0	580.68	5,80,680.00	Engineer
10	Fixing of DWC/GI pipes on Tunnel Walls/Lining using 'C' clamps (supplied vide item '8' of Sch. A). This includes drilling of required holes, fixing of anchor bolts (12 mm dia x 150 mm), with all Contractor's tools, labour, etc complete.	Km	1	2,04,058	2,04,058.00	Engineer
11	Splicing and testing of 24 fibre OFC and making the splice joint as per direction of site engineer with contractors own splicing machine & tools.	No	40	6,946.86	2,77,874.40	Engineer
12	Excavation for Jointing Pit and provision of Joint chamber of size 1.2 mtr x 1.2 mtr and 0.6 Mtr height with 2 Piece cover on Top and bottom cover with holes for drainage with holes for drainage (Reinforcement drg as per Technical Spec). This includes water cooling of chamber, back filling and ramming of trench after	No	40	15,773.50	6,30,940.00	Engineer

Sr.	Description of Work	Unit	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)	Inspectio n Agency
	laying and consolidated of soil as well as disposal of soil as per plan as advice by site engineer					
13	Excavation in normal soil for locating of cable/ joint of signaling/quad/OFC cable taking due care to avoid damage to existing cable etc, up to a depth of 1.2 mtr.	Mtr	100	325.51	32,551.00	Engineer
	Sub - Total (B)			3,12,44,073.63		
	GRAN	uding GST)	5,12,27,663.58			

Annexure 8: PRICE BID FORMAT

	1. The rate and amou calculation purpose, a	•	•		•		
	I/We undertake	to executepercent) _		vork at		words: with' or 'below' or	
i.	'above') the RailTe as per schedule of	l's total estimated	cost of v	ork (Rs. 5 ,			
ii.	It is certified that I/We with local conditions.	have inspected th	e site of w	ork and acq	uainted myself or	ourselves	
iii	I/We have carefully g with thetender docume		oecification	s, additiona	l special condition	ns etc. attached	
iv.	I/We undertake to kee openingof Tender and	•	•				
] Tenderer should quelow the RailTel's to	• .	•	` '	only at par with/above	
	[b] The single percenta	ige rate sho	ould be quoted	d both in figures and	d words	
	at] If none of the 'at pa pove,			·	,	
Note	for Guidance In t		epancy bety	veen the rates	in figures and in wo	stimated cost of work. ords, the quote shall be on purpose.	
		The bidder is expected to submit a separate sheet , which includes the details of tax applicable for each component of the SOR, the breakup of price for each item of SOR in terms of Basic Unit Price, GST, Excise duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Statuary Taxes/Levies/Charges already paid or payable by the supplier shall also be quoted separately.					

Bidder should quote price "above/below/par" to this total NIT value.



KONKAN RAILWAY CORPORATION LIMITED(A Government of India Undertaking)

Tender No. KR/CO/SG/Tender/01/2023-24 Date: 29/04/2023

Replacement of KRCL old 12 core OFC cable with new 24core OFC cable between Nerul to Roha section

CORPORATE OFFICE/ REGISTERED OFFICE

KONKAN RAILWAY CORPORATION LTD, BELAPUR BHAVAN, SECTOR 11, CBD – BELAPUR, NAVI MUMBAI - 400 614 (MAHARASHTRA)



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E-TENDER NOTICE



KONKAN RAILWAY CORPORATION LTD.

(A Government of India Undertaking)

Belapur Bhavan, Sector – 11, CBD Belapur, Navi Mumbai - 400614

E-TENDER NOTICE

E-Tender Notice KR/CO/SG/Tender/01/2023-24 dated. 29/04/2023

- Belapur, Navi Mumbai 400614, invites online bids in **Single Packet System** on prescribed form from bonafide firms/companies having requisite experience and financial capacity for execution of the work of "**Replacement of KRCL old 12 core OFC cable with new 24 core OFC cable between Nerul to Roha section**". The bidder is advised to examine carefully all instructions including addendum/ corrigendum(s), condition of contract data, forms, terms, technical specifications, bill of quantities in the bid document.
- 2.0 Approximate Cost of Work: Rs. 5.12 crore (Excluding GST)
- **3.0 Eligibility Criteria:** Eligibility of the applicants shall be assessed based on the Essential Qualifying Criteria as given in clause no. 5 of Instructions to Tenderer.
- 4.0 Payment of Bid Security Deposit and Tender Document Cost
 - 4.1 The Tender document(s) can be viewed / downloaded from the e-Procurement portal i.e. https://www.ireps.gov.in , free of cost.
 - 4.2 Payment of Bid Security deposit & Tender Document Cost (TDC), in respect of etendering, should be submitted through online payment modes available on IREPS portal only.

Note: Fixed Deposit Receipt (FDR) /Demand Drafts etc., will not be accepted as Bid Security Deposit for tenders invited on IREPS (e-tender portal).

5.0 Accessing/ Purchasing of Bid Documents

- 5.1 The complete Bid Document can be viewed / downloaded from the e-Procurement portal i.e. https://www.ireps.gov.in
- 5.2 It is mandatory for all the bidders to have Class-III Digital Signature Certificate (DSC) from any of the licensed Certifying Agency in the name of person having Power of Attorney to sign the bid. The list of licensed Certifying Agency is available on website www.cca.gov.in.
- 5.3 It is also required for the bidder to get firm/company registered with IREPS. The detailed IREPS manuals & procedure for E-tendering is available on Indian Railway's website https://www.ireps.gov.in.

- 5.4 Tender documents will be available online on website https://www.ireps.gov.in which can be downloaded free of cost till the last date and time of submission of tender.
- 5.5 Website https://www.ireps.gov.in may be referred for detailed terms and conditions of the bidding documents, which is available on line. Amendments/ Corrigendum/Addendum, if any would be hosted on the website only.
- 5.6 The tendering & evaluation will be based on **Single Packet Open Tender System** the Bid(s) have been invited through e-Tenders (on IRPES portal) and Manual Bids shall not be accepted. The Bid(s) shall be submitted inaccordance with the procedure laid down in IREPS.
- 6.0 Pre-bid meeting: Not Applicable
- **7.0 Bidding Start Date:** From 16/05/2023
- 8.0 Last Date & time for submission of Bid: 16:00 hrs of 30.05.2023
- 9.0 Date & time for opening of Bid (Technical Bid): After 16:00 hrs on 30.05.2023
- 10.0 Address for pre-bid & e-bid opening

Corporate Office/Register Office Konkan Railway Corporation Ltd., Belapur Bhavan Sector-11 CBD Belapur- Navi Mumbai- 400 614

Note: e-mail address for correspondence cste@krcl.co.in.

- **11.0 Bid Security Deposit: Rs.4,06,100**/-(Rupees Four Lakhs Six Thousand and One Hundred Only
- 12.0 Purchase Preference Policy for Micro, Small and Medium Enterprises (MSMEs) Registered Firms: Applicable Only for Goods & Services Contracts.

 Not applicable in this Tender
- **13.0** Completion period: **09** Months from the date of issue of LOA.
- **14.0** Validity of the offer: 90 days from the date of opening of Tender
- 15.0 Policy for Startup India for Startups Registered Firms and Make in India as per "Annexure -2".

Chief Signal & Telecom Engineer for Konkan Railway Corporation Ltd

Tender Form (Form of Bid)

TENDER FORM (FORM OF BID)

The Chief Signal & Telecom Engineer, Konkan Railway Corporation Ltd., Belapur Bhavan, Sector-11, CBD Belapur, Navi Mumbai - 400614

. 14	VI Maniour 100011
1.	I/We [Name and address of the tenderer] have read the various terms and conditions of the tender documents attached herewith and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof I/We will be liable for forfeiture of my/our Bid Security deposit. I/We offer to do the works relating to E-Tender Notice No KR/CO/SG/Tender/01/2023-24 dated. 29.04.2023.
	Name of work: Replacement of KRCL old 12 core OFC cable with new 24 core OFC cable between Nerul to Roha section.
2.	I/We also hereby agree to abide by the Konkan Railways Standard General Conditions of Contract – July 2022 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 Rs
	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 the Railway that such documents are ready.c) I/We do not commence the work within fifteen days after the receipt of orders to that effect
4.	I/We am/are a Startup firm registered by

5.	We are a 100% Govt. owned PSUs and hence exempted from payment of Bid Security.
6	We are a Labour Cooperative Society and our Degistration No. is

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

Signature of	f Tenderer(s)
Date:	
Address:	
Seal:	

Signature of Witnesses

Instructions to Tenderer (s)

INSTRUCTIONS TO TENDERER/S

(A) GENERAL

1.0 Introduction: Konkan Railway Corporation Ltd (KRCL) is a Central Public Sector Enterprise under the Ministry of Railways. KRCL has registered office and Corporate Office at CBD Belapur, Navi Mumbai. Hereinafter, KRCL may also be referred as Corporation or Employer.

2.0 Description of the Project:

The existing 12 Core OFC fiber is communication backbone between CBD Belapur (the train control office located at Corporate Office) to Thokur on KR route, and extended upto Konkan Rail Vihar, Nerul at Mumbai end and Mangalore Railway station at Southern Railway End (Via Panvel Apta ,Pen, Kasu Roha through Central Railway). Now it is planned to replace the old 12Core OFC with new 24 Core OFC cable.

3.0 Brief Scope of work:

Replacement of KRCL old 12 core OFC cable with new 24 core OFC cable between Nerul to Roha section The above scope given is only indicative, for detailed scope of work please refer clause no. 3 of Special Conditions of Contract Part - B.

4.0 Brief about Bid:

- **4.1 General:** The Tenderer/s shall submit the bid in full compliance of the requirements stipulated in the Tender Document.
- **4.2 Completion Period:** The total time for completion of above work is <u>09 months</u> from date of issue of Letter of Acceptance (LOA) to the successful tenderer.
- **4.3** The clause numbers cross referred to in the text of the clauses, unless otherwise indicated shall mean the clauses of the same chapter.
- **4.4** The system of e-tendering will be of "Single Bid System"
- **4.5** The tenderer has to submit bid online only in the prescribed format given in the eprocurement portal.

5.0 Eligibility Criteria

5.1 General: It shall be based upon the Tenderer meeting with all the criteria regarding technical capability and competence, financial capability and bid capacity including having adequate organizational resources and other stipulations of Tender.

5.2 Technical Eligibility Criteria

- 5.2.1 The tenderer must have successfully completed <u>**OR**</u> substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (a) Three similar works costing not less than the amount equal to 30% of advertised value of the tender.

OR

(b) Two similar works costing not less than the amount equal to 40% of advertised value of the tender,

OR

(c) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

Note: Work Experience Certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Government organization, work experience certificate issued by Public listed company having average annual turnover of Rs. 500 Crore and above in last three financial years excluding the current financial year listed on National Stock Exchange or Bombay Stock Exchange incorporated / registered at least 5 years prior to the date of opening of Tender shall also be considered provided the work experience certificate has been issued by a person authorized by the public listed company to issue such certificate. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final / last bill paid by company in support of above work experience certificate.

Similar work:

Any work of laying, splicing/ jointing of Underground OFC/Quad cables, with or without Supply of material" shall be considered as a similar work.

5.2.2 **In the case of a Joint Venture:** Not Applicable for This Tender

5.3 Financial Eligibility Criteria

5.3.1 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.

The tenderers shall submit requisite information as per Appendix – 5 along with the copies of Audited Balance sheet, duly certified by the chartered Accountant / Certificate from chartered Accountant duly supported by Audited Balance Sheet.

5.3.2 In the case of a Joint Venture: Not Applicable for This Tender

5.4 Bid Capacity – Not Applicable

5.5 Conversion of Currency: Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee.as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

Explanation for Clause '5.2. to 5.3' of Eligibility Criteria

- (i) Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
- (ii) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
- (iii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials
- (iv) In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work. In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
- (v) If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 5.2.1

- above, the same shall be considered for the purpose of fulfillment of credentials.
- (vi) In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- (vii) In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3*0.2*value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- (viii) In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be reworked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- (ix) In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
- (x) Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of

- A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
- (xi) In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
- (xii) If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
- (xiii) In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
- (xiv) In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
- (xv) In case company A is merged with company B, then company B would get the credentials of company A also.

5.6 Eligible Tenderer/s

- 5.6.1 The invitation for bids is open for all Tenderer/s satisfying the eligibility criteria as defined in clause No. 5.2, 5.3 & 5.4 above and who are not disqualified by following sub clauses 5.6.2 to 5.6.3.
- 5.6.2 Tenderer, who is under a declaration of ineligibility for corrupt and fraudulent practices, shall not be eligible to bid.
- 5.6.3 Tenderer/s who are not eligible as per Govt. of India directives/policies/circulars/guidelines etc.
- 5.6.3.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (Registration Committee constituted by the Department of Industry and Internal Trade/ MEA/MHA).
- 5.6.3.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or Joint Venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 5.6.3.3 "Bidder from a country which shares a land border with India" means: -
 - (a) An entity incorporated, established or registered in such a country; or

- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country: or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 5.6.3.4 The beneficial/owner for the purpose of (5.6.4.2) above will be as under:
 - (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means

 Explanation
 - (a) Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company
 - (b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
 - (vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
 - (vii) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority

6.0 Availability of Bid Documents

- **6.1** Tender documents will be available online on website https://www.ireps.gov.in which can be downloaded free of cost till the last date and time of submission of tender.
- **6.2** Master copy of the tender document will be available in the Office of the Chief Signal & Telecom Engineer Corporate office CBD Belapur. In case of any discrepancy between the tender documents downloaded from internet and the master copy, later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

7.0 One bid per Tenderer

- **7.1** Each Tenderer shall submit only one bid for a tender.
- **7.2** In the event of a firm, being a constituent of a JV, participates in more than one bid, all bids participated by such firm shall be disqualified (Refer clause 21)

8.0 Cost of Bidding

8.1 The Tenderer shall bear all costs associated with the preparation and submission of the bid including site visit and the Employer will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

9.0 Site visit

- **9.1** The Tenderer shall obtain all information that may be necessary for preparing the bid and entering in to the contract for construction of the works.
- **9.2** It is in the interest of the Tenderer/s to have an overall idea of the project site. Therefore, Tenderer(s) is/are strongly advised to visit the site before quoting his rates.
- **9.3** The visit to site shall be at the Tenderer/s own expense.

(B) BIDDING DOCUMENTS

10.0 Content of Bidding Documents

- **10.1** The bidding documents include the following:
 - (i) E- Tender Notice
 - (ii) Tender Form (Form of Bid)
 - (iii) Instructions to tenderer/s
 - (iv) General Conditions of Contract
 - (v) Special Conditions of Contract Part A and Part B
 - (vi) All Appendicies (1 to 25), Annexures (1 to 5) attached to the tender document
- 10.2 Except where specifically stated otherwise in the tender documents, the work is to be carried out in accordance with Konkan Railways Standard General Conditions of Contract July 2022 with latest correction slips, Special Conditions of Contract Part A and Part B, Appendices 1 to 25, Annexure-1 to 5.

10.3 Copies of the Konkan Railways Standard General Conditions of Contract- July 2022 can be obtained from the Office of the Chief Engineer/General Manager / Projects, Konkan Railway Corporation Limited, Belapur Bhavan, Plot No.6, Sector-11, CBD Belapur, Navi Mumbai 400614, Tel: +91-22-27572015-18, on payment as under:

i) Konkan Railway Standard General Condition Rs.354/-(including GST @ 18%) of Contract July 2022

The same can also be downloaded from Konkan Railway website www.konkanrailway.com

11.0 Pre-bid meeting – 'Not Applicable'

12.0 Amendment of Tender Documents

- 12.1 At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective Tenderer amend the bidding documents by issuing addendum or/and Corrigendum on IREPS portal only, which shall become an integral part of the Tender documents. All tenderers especially the tenderer/s downloading the tender documents from website shall make an endeavor to recheck and track down the corrigendums if any. No claim of lack of intimation or knowledge of the corrigendum will be entertained. The tenderer/s shall take due care in submission.
- **12.2** The following terms as and where referred to in this tender document shall mean the same.
 - a) Addendum slip
 - b) Correction slip
 - c) Amendment slip
 - d) Addendum and Corrigendum slip

These slips are issued in consecutive serial numbers.

(C) PREPARATION OF BID

13.0 Language of Bid

13.1 The bid prepared by the Tenderer and all documents related to the bid shall be written in English language.

14.0 Bid prices

- 14.1 The contract shall be for the complete scope of works as described in clause 3.0 and further elaborated in special conditions of contract Part B and based on the priced Bill of Quantities submitted by the Tenderer and as accepted by KRCL.
- **14.2** All duties, taxes, GST and other levies payable by the Contractors under the contract, or for any other cause shall be included in the rates, prices and total bid price submitted by the Tenderer.

- 14.3 The tenderer/s shall quote percentage rate above/below/at par for the Schedule in the space provided in schedule.
- 14.4 Along with single percentage rate quoted, the tenderer should also quote either "Above" or "below" or "At par", failing which the offer shall be <u>summarily</u> <u>rejected.</u>
- **14.5** Corrections, if any, shall be made by crossing out the wrong entry, rewriting and signing with date.

15.0 Currencies of bid and payment

15.1 The unit rates and the prices shall be quoted by the Tenderer entirely in Indian Rupees.

16.0 Period of validity of the tender

- **16.1** The validity of the offer shall be 90 days (Ninety Days) from the date of opening of the tender (Technical Bid).
- 16.2 Notwithstanding the above clause, Employer may solicit the tenderers consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

17.0 Bid Security Deposit

- 17.1 The Tenderer shall be required to submit an amount of **Rs 4,06,100./-** (Rupees Four Lakhs Six Thousand and One Hundered only) towards Bid security with the tender for the due performance with the stipulation to keep the offer open till such date/period as specified in the tender, under the conditions of tender.
- 17.2 The tenderer must furnish the Bid security as indicated in e-procurement Notice for the work as specified. Tender received without Bid security in the prescribed form and value as specified in the tender document shall be summarily rejected.
- 17.3 Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid security on submission of Registration Certificate issued by appropriate authority.
- **17.4** Payment of Bid security in respect of e-tendering, should be submitted through online payment modes available on IREPS portal only.
 - **Note**: Fixed Deposit Receipt (FDR) /Demand Drafts etc., will not be accepted as Bid security for tenders invited on IREPS (e-tender portal).
- 17.5 Proof of transaction towards payment of Bid Security through net banking or payment gateway shall be scanned in PDF format and uploaded during the online submission of the e-bid not later than the prescribed date and time for e-bid submission.
- **17.6** No interest shall be allowed on Bid security.

18.0 Forfeiture of Bid Security

- **18.1** The Bid security of the tenderer is liable to be forfeited if:
 - i) the tenderer withdraws his tender during the period of tender validity specified in Clause No.16.0 of Instruction to Tenderers or extended validity period as agreed to in writing. It shall be understood that 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 Corporation, or
 - ii) the tenderer has furnished misleading/wrong or fraudulent information/documents, or
 - iii) the successful tenderer fails to sign the Contract Agreement in accordance with the terms of the tender, or
 - iv) the successful tenderer fails to furnish Performance Guarantee in accordance with the terms of the tender, or
 - v) the successful tenderer fails to commence the work within the time period stipulated in the tender (Tender form page No. 13-14), or
 - vi) The successful tenderer, in case of JV fails to comply with provisions of clause no. 21.1.5, 33.1 and 35.4.

19.0 Return of Bid Security

- **19.1** The Bid Security of the unsuccessful tenderers shall be returned as promptly as possible.
- **19.2** The Bid security of the successful tenderer shall be retained by KRCL and adjusted as a part of Security deposit.

20.0 Identity of tenderer

- 20.1 The tenderer shall clearly specify whether the tender is being submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust etc. The tenderer(s) shall enclose the attested copies of documents pertaining to constitution of their concern (as per clause '14' Part I of GCC), and copy of PAN Card along with their tender. Tender Documents are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- **20.2** International Tenderer/s/Partners of a JV shall obtain requisite attestation or Notarization from their respective Embassies in India or Ministry of External Affairs of the Country of incorporation of the partners or constituent firms.
- **20.3** In case of a JV, separate identity/name shall be given to the Joint Venture firm. The Joint Venture Firm shall produce attested copies of all the agreements inter-se the partners of the Joint Venture Firm.
- **20.4** Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

- **20.5** If an agent submits bid on behalf of principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- **21.0 Joint Venture :** Joint Ventures/Consortium Firms are not permitted to bid for this Tender

(D) SUBMISSION OF BIDS

22.0 Signing of all Bid papers and Completing Bill of Quantities

- **22.1** The tenderer has to submit the tender through E-tendering mode only. No manual offers will be accepted and any such manual offer shall be ignored. It shall be deemed that e-bid uploaded by the tenderer is digitally signed by his authorized representative holding the Power of Attorney.
- 22.2 In case of a Joint Venture, Joint Venture Members shall authorize one of the members on behalf of the Joint Venture firm to deal with the tender, sign the agreement or enter in to contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV firm and shall be due and adequate service thereof to the Joint Venture Firm.
- 22.3 Tenderers are advised not to make any corrections, additions or alterations in the original tender documents. If tenderer makes any correction in his own entries, the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable for rejection.
- **22.4** Offers shall not be qualified with any conditions. Conditional offers **shall be summarily rejected** without giving any reasons.

23.0 Understanding and Care in Submission of tender

23.1 Before submitting the tender, the tenderer will be deemed to have satisfied himself by his actual inspection of the site, climatic condition records from state government and/or Indian Meteorological Department and the locality of the works that all conditions liable to be encountered during execution of the works are taken into account. The tenderer should visit the sites and assess by himself the availability and rates of resources such as steel, cement, aggregates, water, electricity, fuel, land for disposal and skilled, unskilled manpower etc. The tenderer shall assess the geological/geo-technical conditions by his own field survey, alignment details and interpretation of all geological/geo-technical information available including information (if any) provided in the tender documents for guidance. A plea of the Tenderer of inability to acquaint himself as above or any reason whatsoever will not be permissible. Tenderer should ensure that the percentage rates quoted by the tenderer in the tender schedule are adequate and all inclusive for the completion of works to the entire satisfaction of the Engineer-in-charge.

- 23.2 The tenderer must obtain for himself on his own responsibility and his own cost all the information including risks, contingencies & all other circumstances in execution of the work which may influence or affect the tender. He shall also carefully read and understand all his obligations & liabilities given in tender documents.
- 23.3 The tenderer should clearly read and understand all the terms and conditions, specifications, drawings and other information, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be brought up in pre-bid meeting. If the Tenderer does not place any issue for clarification or otherwise in the pre-bid meeting or raise it before the pre-bid meeting it would be presumed that the Tenderer has clearly read and understood contents of all the tender documents.
- 23.4 It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 23.5 Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.
- 23.6 The tenderer/s is/are advised to submit all necessary authentic data with necessary supporting certificates for the various items of evaluation criteria in one go with the tender. For incomplete submission, tenderer/s shall remain responsible and the offer is liable for rejection. The Tenderer is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents (Refer clause 29.0) in every respect will be at the Tenderer's risk and his bid is liable for rejection.
- 23.7 Bidders will examine the various provisions of the Central Goods and Service Tax act, 2017 (CGST)/ Integrated Goods and Services Tax act 2017, (IGST)/Union Territory Goods and Services Tax act, 2017 (UTGST)/respective states State Goods and Service Tax act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Bidders will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- 23.8 The successful bidder who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other detail required under CGST/IGST/UTGST/SGST Act to KRCL immediately after the award of contract, without which no payment shall be released to the Supplier. The Supplier shall be responsible for deposition of applicable GST to the concerned authority.

- **23.9** In case the successful bidder is not liable to be registered under CGST/IGST/UTGST/SGST Act, KRCL shall deduct the applicable GST from his/Their Bills under Reserve Charge Mechanism (RCM) and deposit the same to the concerned authority.
- 23.10 If the tax details of inward supply tax invoice does not reflect in GSTN Portal of KRCL for availing credit, KRCL reserves right to withhold/ recover GST component on such inward supply. The supplier should raise the invoice against the respective State's GSTN of KRCL wherever the supply has been made
- **23.11** Any reduction in rate of tax on any of the supply or services or benefit of input tax credit shall be passed on to the recipient.

24.0 Documents to be submitted by tenderer/s

- **24.1** Tenderer/s shall note that original tender documents (all pages including drawings), addendum, corrigendum issued (if any) should be submitted intact without detaching any pages at the time of submission of tender.
- **24.2** Tenderer/s has to submit all the documents required as per tender conditions at the time of submission of Tender. Documents submitted for any other tender(s) or submitted for any other purpose and available with KRCL will not be entertained or considered against present tender.
- **24.3** The documents required under the tender conditions for submission along with the tender are listed below. The tenderer/s are advised to examine the various conditions and submit their offer with following details.

Clause No.	L				
24.3.1	Bid Security Deposit	SR			
24.3.2	Tenderer/s Information Appendix – 1.	LR			
24.3.3	Statement of Similar Works (as defined clause 5.2 of Instruction to Tenderer) Successfully and/or Substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, in format as Appendix – 2. In addition, required document as mentioned in clause 5.2 (Technical Eligibility Criteria) above.	SR			
24.3.4	Statement of works in progress: The list of works in hand and in progress indicating the details as per Appendix 3	LR			
24.3.5	Statement of Works abandoned / left incomplete - Appendix - 4	LR			
24.3.6	Contractual Turnover Appendix - 5	SR			

Clause No.	Description	Action in the event of non-submission
24.3.7	List of available Personnel for key positions. Appendix- 6A .	LR
24.3.8	List of Personnel for key positions proposed to be deployed on this project - Appendix- 6B.	LR
24.3.9	Curriculum Vitae (CV) for proposed key positions - Appendix – 6C.	LR
24.3.10	Compliance Certificate – Appendix-6D	LR
24.3.11	List of Plant and Machinery available -Appendix-7A	LR
24.3.12	List of Plant and Machinery proposed to be deployed for the work - Appendix-7B	LR
24.3.13	Litigation history Appendix-10	LR
24.3.14	Undertaking by Tenderer Appendix-11	LR
24.3.15	Self certification by Tenderer/ JV Partners Appendix – 12.	LR
24.3.16	Joint Venture Agreement - Appendix 14	Not Applicable
24.3.17	Method Statement - Appendix 15	Not Applicable
24.3.18	Proforma for extension of completion date - Appendix 16	For information of Tenderer(s).
24.3.19	Certificate of Familiarization duly filling the blank spaces Appendix – 17	LR
24.3.20	Agreement for Work Appendix – 18 .	For information of Tenderer(s).
24.3.21	Guarantee Bond (For Performance Bank Guarantee) Appendix – 19	For information of Tenderer(s).
24.3.22	Affidavit or Self certification in case of downloading the tender from website - Appendix 20 .	LR
24.3.23	Affidavit to be submitted/uploaded by tenderer along with the tender documents - Appendix 21	SR
24.3.24	Self-Evaluation Sheet – Appendix-22	LR
24.3.25	Programme of Construction/Work - Appendix - 24	LR
24.3.26	Affidavit - Appendix-25	LR

Clause No.	Description	Action in the event of non-submission		
	ANNEXURES	<u>i</u>		
24.3.27	Integrity Pact - Annexure A1.	LR		
24.3.28	Policy for Startup India for Startups Registered Firms and Make in India - Annexure - A2	For information of Tenderer(s).		
24.3.29	Bid Security Declaration – Annexure 3	Not Applicable		
24.3.30	Restrictions under Rule 144 (xi) of GFR,2017 -Annexure – A4	LR		
24.3.31	Drawings- Annexure A5	For information of Tenderer(s).		
	Legend: LR> Liable for rejection. SR> Summarily rejection.			

- 24.3.32 **Original Notarized power of attorney or attested copy of the same** for signing the tender documents.
- 24.3.33 Attested copies of certificates issued by principal clients for completed and/or substantially completed works.
- 24.3.34 Tender document
- 24.3.35 BOQ duly filled in all respects
- 24.3.36 Documents to be enclosed by the JV firm along with the tender: **Not Applicable**
- 24.3.37 The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / HUF etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- 24.3.38 Documents to be enclosed by the firm along with the tender

24.3.38.1 In case of sole proprietorship

- (a) An affidavit of sole proprietorship and if the tender is signed by any other person, Power of attorney by the sole proprietor in favour of Signatory shall be submitted along with tender.
- (b) An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was/ is a partner/member. Concealment / wrong information in regard to above

- shall make the contract liable for determination under Clause 62 of the General Conditions of Contract
- (c) All other documents in terms of explanatory notes in clause 10 of GCC, Part I

24.3.38.2 In case of HUF,

- (a) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- (b) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (c) All other documents in terms of explanatory notes in clause 10 of GCC, Part I.

24.3.38.3 In case of Partnership firm,

- (a) A notarized copy of partnership deed.
- (b) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (c) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (d) All other documents in terms of explanatory notes in clause 10 of GCC, Part I.

24.3.38.4 In case of a Company,

- (a) The copies of MOA (Memorandum of Association)/AOA (Articles of Association) of the company
- (b) A copy of Certificate of Incorporation
- (c) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (d) An undertaking that the Company is not blacklisted or debarred by

Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

- (e) All other documents in terms of explanatory notes in clause 10 of GCC, Part I.
- 24.3.38.5 **In case of LLP (Limited Liability Partnership)**: If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:
 - (a) A copy of LLP Agreement
 - (b) A copy of Certificate of Incorporation
 - (c) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
 - (d) An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
 - (e) All other documents in terms of explanatory notes in clause 10 of GCC, Part I.
- 24.3.38.6 **Registered Society & Registered Trust**: The tenderer shall submit
 - (a) A copy of the Certificate of Registration
 - (b) A copy of Deed of Formation
 - (c) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
 - (d) All other documents in terms of explanatory notes in clause 10 of GCC, Part I.
- 24.3.38.7 The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through authorized engineer, witness contractor's measurements. sign measurement books, compromise, settle, relinquish any claim(s) preferred

by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.

Note: The relevant documents shall be submitted in accordance with E-Tender Notice and Instructions to tenderer/s.

25.0 Submission of Tender

- **25.1** The bid should be submitted online only in the prescribed format given in the IREPS portal before the date and time fixed for the receipt of the offers. No other mode of submission is accepted. The Tender shall be digitally signed by the authorized signatory of the bidder & submitted "online" only. No hard copy of bid is required to be submitted.
- 25.2 Tenderers must upload the good scanned copy of relevant documents required to be submitted on e-Procurement website as mentioned in the tender documents. The document which is not readable or legible will not be given cognizance. E-Bids which are not supported by relevant documents shall not be considered during evaluation of bid.
- **25.3** The offer of Tenderer(s) who do not enclose details in support of Eligibility Criteria i.e Experience Certificate and Turnover Certificate with clearly specifying Contractual receipt 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.
- 25.4 The offer shall be evaluated only from the certificates/ documents (as referred above) submitted along with the tender offer. Any Certificate / documents offered after the tender opening shall not be given any credit. Railway reserves the right to verify the authenticity of the documents /information furnished.

26.0 Deadline for submission of tender

- **26.1** The bid should be submitted online not later than the date and time mentioned in the E-Tender notice. Late and delayed tenders shall not be accepted and will be summarily rejected.
- **26.2** Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids lapses.

(E) BID OPENING AND EVALUATION

27.0 Opening of the tender

- **27.1** Tenders shall be opened (Technical bid only) on IREPS portal at the time and date as specified in the tender notice at the address mentioned in E-Tender notice.
- 27.2 The Financial (price) bids of tenderer/s whose technical bids and bid capacity are qualified shall only be opened. The time and date of opening of financial

- bids shall be intimated to all the qualified tenderer/s in the technical bid. The Financial Bid shall be opened on IREPS portal in the presence of the tenderer/s or their authorized representatives intending to attend the opening.
- **27.3** In case the date of tender opening happens to be a holiday, the tender will be opened on next working day at the same time and place.
- **27.4** Tenderers or their authorized representatives who are present shall sign in register for their evidence of attendance.
- **27.5** Tenderer's name, presence or absence of requisite Bid security, total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

28.0 Withdrawal of tender

28.1 No tender can be withdrawn after submission and during tender validity period. Please note the provisions of clause No. 18.0 above.

29.0 Preliminary Examination of Bids

- 29.1 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one:
 - 29.1.1 That affects in any substantial way the scope, quality or performance of the contract.
 - 29.1.2 that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the successful Tenderer's obligations under the contracts; or
 - 29.1.3 Whose rectification would unfairly affect the competitive position of other Tenderer/s who are presenting substantially responsive bids.

30.0 Clarification of the Bids

- **30.1** To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.
- **30.2** Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.
- **30.3** If a Tenderer does not provide clarifications of its bid by the date and time set in the Railway's request for clarification, its bid shall be liable for be rejection

31.0 Negotiations

31.1	KRC	L re	serves the	rig	to ne	gotia	te the offer	subm	itted	by the tend	lerer to
	bring	dow	n the rate	s to	a reason	able	level. The t	endere	r ca	lled for nego	tiations
	shall	be	required	to	furnish	the	following	form	of	declaration	before
	commencement of negotiation:										

"I		do de	clare	that	in	the	event	of	failure	of
contemplated	negotiations	relati	ng t	o T	end	er l	No		d	ated
	_ my original	tender	shall	rema	ain (open	for ac	cepta	ance or	n its
original terms a	and conditions'	··.								

31.2 The tenderer/s must note that during negotiations, percentage (%) rate can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases percentage (%) rate, his negotiated offer is liable for rejection and the original offer shall remain valid and binding on him.

32.0 Disqualification

- **32.1** Tenderer/s may note that even if they meet the eligibility criteria as given above they are liable for disqualification, if the tenderer or any of the members of joint venture (JV) have:
 - (a) given misleading or false information in the forms, statements and attachments submitted; or
 - (b) Financial failure due to bankruptcy etc.
- **32.2** If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the KRCL shall deem such tender as invalid.
- 32.3 If it is found at any time after finalization of tender, that any tenderer/s had furnished misleading/wrong or fraudulent information/documents, such case will attract criminal proceedings and work will be terminated. Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. Balance work will be carried out independently.

33.0 Canvassing

33.1 No tenderer is permitted to canvass to Employer on any matter relating to this tender or create illegal circumstances for the acceptance of this tender. The bid of any tenderer doing so, is liable for rejection at any stage. KRCL reserves the right to forfeit their Bid Security as clause 18.0.

34.0 Right of KRCL to deal with Tenders

- **34.1** The authority for acceptance of the tenders shall rest with the Corporation. KRCL reserves the right to postpone the tender submission/opening date and to accept/reject any or all tenders without assigning any reasons thereof without any compensation to the tenderer/s or cancel the entire tender process without assigning any reasons and without compensation to the Tenderers.
- 34.2 KRCL's assessment of suitability as per eligibility criteria shall be **final and binding.**

- **34.3** It shall not be obligatory on the Corporation to accept the lowest tender or any other tender / tenders.
- **34.4** The Corporation reserves the right to discharge the tender/s in full or in part without assigning any reason for the same.
- **34.5** Corporation also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tenderer if deemed necessary.

Note: The tenderers shall have no claim for damages / compensation in the event of such non-acceptance as the case may be.

(F) AWARD OF CONTRACT

35.0 Award of Contract

- 35.1 Employer/Engineer-in-charge shall notify the successful tenderer in writing by a Letter of Acceptance (LOA) sent by Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted. The date of issue of letter of acceptance by Konkan Railway Corporation Limited shall construed as date of award of contract.
- **35.2** Employer shall send two copies of Letter of Acceptance (LOA) out of which one shall be returned by the Contractor to the employer with clear endorsement of "*Unconditionally Accepted*" with signature of Authorized Signatory of Contractor on each page of LOA with Company/firm's stamp/seal.
- **35.3** Letter of Acceptance, after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer/Engineer-in-charge and the contractor till such time a formal contract agreement is signed.
- 35.4 In case of JV, on issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, shall form a legal entity if not already formed, which shall have the same shareholding pattern, as was declared in the MOU/JV Agreement submitted along with the tender. This entity shall be got registered before the Registrar of the Companies under 'The Companies Act-2011' (in case of Company) or before the Registrar/Sub-Registrar under the 'Registration Act, 1908' (in case of Partnership Firm) or under 'The LLP Act 2008' (in case of LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security Deposit and other dues payable to the Contractor under this contract. This Joint Venture Agreement shall have, inter-alia, following Clauses:
 - Joint and several liability: The members of the JV firm to which the contract is awarded, shall be jointly and severely be liable to the Employer (KRCL) for execution of the project in accordance with

- General and Special Conditions of Contract. The JV members shall also be liable jointly and severely for the loss, damages caused to KRCL during the course of execution of the contract or due to non execution of the contract or part thereof.
- 35.4.2 **Duration of the Joint Venture agreement**: It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- 35.4.3 **Governing Laws**: The Joint venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 35.4.4 The joint venture agreement shall be submitted on Standard Proforma, which is a part of this tender document. (**Appendix–14**)

36.0 Execution of Contract Agreement

- 36.1 After award of work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief Engineer/Coordination and not based on the tender documents submitted by the tenderer. The Parties shall enter into Contract Agreement within seven days after receipt of notice issued by the KRCL that such documents are ready, unless they agree otherwise. The costs of stamp duties by entry into the Contract Agreement shall be borne by KRCL. The proforma of the agreement is enclosed at **Appendix**—18.
- **36.2** Necessary number of copies of the contract documents shall be signed by the competent authority of KRCL and authorized representative of contractor and one copy given to the contractor.

37.0 Form of Contract Documents

37.1 Contract shall be complete in respect of the documents it shall constitute. These instructions to the tenderers shall be deemed to form a part of the tender documents.

GENERAL CONDITIONS OF CONTRACT

The Contract will be governed by the Konkan Railways Standard General Condition of Contract July 2022 with latest correction slips.

The Konkan Railways Standard General Condition of Contract July 2022, along with latest correction slips, will form part of the tender/contract documents even though they are not attached to the same.

SPECIAL CONDITIONS OF CONTRACT (Part A)

(A) <u>DEFINITIONS</u>

1.0 Definitions

- 1.1 "Approval or Approved" means approval in writing of the Competent Authority.
- 1.2 A **Defect** is any part of the Works not executed/completed in accordance with the requirements under the Contract.
- 1.3 **A Sub-contractor** is a person/firm/company or corporate body who with the express permission in writing by KRCL has a Contract with the Contractor to carry out a part of the work in the Contract.
- 1.4 **BIS**: Bureau of Indian Standards
- 1.5 **BOQ:** Bill Of Quantity
- 1.6 **CMD:** Chairman and Managing Director of Konkan Railway Corporation Ltd.
- 1.7 **Chief Engineer:** Shall mean the officer in-charge of the open line of Engineering Department of the Konkan Railway and shall also include General Manager (Projects), Chief Project Manager, Chief Signal & Telecommunication Engineer, Chief Signal & Telecommunication Engineer (Construction), Chief Electrical Engineer (Projects), Chief Mechanical Engineer and shall mean & include their successors, of the Successor Railway
- 1.8 **Competent Authority:** An officer/official of Employer's organization vested with requisite administrative authority or designated by the Corporation as the Competent Authority.
- 1.9 **Construction Machinery:** It shall mean all appliances or equipments of whatsoever nature required for the execution, completion or maintenance of the work or temporary work (as hereinafter defined) which requires RTO registration and does not include materials or other things intended to form or forming part of the permanent work.
- 1.10 **Construction Plant:** It shall mean all appliances or equipments of whatsoever nature required for the execution, completion or maintenance of the work or temporary work (as hereinafter defined) and does not require RTO registration and does not include materials or other things intended to form or forming part of the permanent work.
- 1.11 Contract shall mean and include the Agreement or Letter of acceptance, the accepted Schedule of Items, Rates and Quantities, the Konkan Railway Standard General Condition of Contract July 2022, the Special Conditions of Contract, the drawings, the specifications, the special specifications if any, tender forms, instructions to tenderers, Notice Inviting Tender, Addendum(s), Corrigendum(s) and other tender documents.
- 1.12 **Contractor:** shall mean the person or firm or company or joint venture/Consortium who enters into contract with the Corporation as a consequence of acceptance of his bid by the Corporation and shall include their executors, administrators, and assigns expressly permitted under the terms of the contract.

- 1.13 **Contractor's vehicles:** The vehicles for carriage of manpower/labour, staff etc. owned/engaged by Contractor, in connection with the work.
- 1.14 The Completion Date is the Date of Completion (DOC) of the Works as certified by the Engineer-in-charge under the contract between the Corporation and the Contractor to execute, complete and maintain the Works.
- 1.15 The Contract Data means information and data contained in the documents comprising the Contract.
- 1.16 The **Contractor's Bid** is the completed Bidding documents submitted by the Contractor to the Employer.
- 1.17 The **Contract Price** is the price stated in the letter of acceptance (LOA) and thereafter as arrived at in accordance with the provisions of the Contract.
- 1.18 **D** (**W&W**): Director (Way & Works) of Konkan Railway Corporation Ltd.
- 1.19 **DDC:** Detailed Design Consultant.
- 1.20 **Drawing(s)** shall mean the maps, drawings, plans and tracings or prints thereof annexed to the tender/contract (including drawings prepared by contractor & consultant) and shall include any modifications of such drawings and any further drawings as may be issued by the Engineer-in-charge from time to time.
- 1.21 **Days** are English calendar days, months are English calendar months.
- 1.22 **D/S**: Down Stream.
- 1.23 **Employer** means the **KONKAN RAILWAY CORPORATION LIMITED**, A Govt. of India Undertaking (KRCL in abbreviation) acting through its Chairman and Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees.
- 1.24 Engineer/Engineer-in-charge (EC): shall mean the Regional Engineer or the Senior Engineer, Regional Signal & Telecom Engineer, Regional Electrical Engineer, Regional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organisations on the Railway of the Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Regional Engineer/Deputy Chief Engineer/Chief Engineer, Senior Regional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Regional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Regional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway
- 1.25 **Engineer's Representative:** shall mean the Assistant Engineer / Senior Engineer in direct charge of the works and shall include Inspector of the Civil Engineering, Electrical or Signal & Telecommunication Department of the Corporation.
- 1.26 **GCC:** Konkan Railway's Standard General Condition of Contract July 2022, along with latest correction slips.

- 1.27 **GST:** Goods & Services Tax
- 1.28 **Headings & Marginal Headings:** The top headings and marginal headings/notes in the tender or contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.
- 1.29 The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- 1.30 The **Intended Completion Date** means the Completion Date specified in the Contract.
- 1.31 **IRC**: Indian Roads Congress
- 1.32 **IREPS:** Indian Railways E-Procurement System
- 1.33 **IRS**: Indian Railway Standards
- 1.34 **IS Code :** Indian Standard Codes issued by BIS
- 1.35 **JV:** Joint Venture
- 1.36 **KRCL / Corporation / Railway :** Konkan Railway Corporation Limited
- 1.37 **LOA**: Letter of Acceptance
- 1.38 **LPS**: Litre Per Second
- 1.39 The **Maintenance period or Defects Liability Period** means such period as stipulated in the relevant clauses of the Contract and calculated from the Completion Date.
- 1.40 **Material**s are all supplies, including consumables, used by the contractor in the Works under the Contract.
- 1.41 **NIT:** Notice Inviting Tender.
- 1.42 **OD:** Outer Diameter
- 1.43 **RDSO:** Research Design Standards Organization
- 1.44 **RITES:** Rail India Technical and Economic Services
- 1.45 **RTO:** Regional Transport Office of State Govt.
- 1.46 **Schedule of Items, Rates & Quantities/Bill of Quantities** means the Schedule to the contract containing Items, Rates & Quantities.
- 1.47 **Singular and Plural:** The singular includes the plural, the masculine includes the feminine, and vice versa where the context requires.
- 1.48 **Site** shall mean the land and/or structures or places on, under, in or through which the works are carried out and any other lands or places provided by the Corporation for the purposes of the contract.
- 1.49 **Specification** means the Specification for materials and Works described in the Contract and any modification or addition under written instructions and **approval**

- of the Engineer-in-charge or his nominee as per the terms of the Special Conditions.
- 1.50 **Temporary Works** are works which are required for temporary and not permanent use by the Contractor, for construction or installation or maintenance of the Works under the Contract.
- 1.51 **Tender or Bid** means the offer (Technical and/or Financial) made by tenderer for the execution of the works in response to the Corporation's Invitation to Tender.
- 1.52 **Tenderer:** means, the person/the firm or company, entity or joint venture whether incorporated or not who in response to the Invitation of Tender issued by the KRCL, submits or tenders an offer in the prescribed form, to execute the works and sign contract with KRCL and shall include their representatives, and permitted assignees.
- 1.53 **Technical Building** means station buildings, control rooms, Tunnel control rooms and any structure/rooms where equipment is required to be installed.
- 1.54 The **Works** are what the Contract requires the contractor to execute, construct, install, commission handover to the Employer and maintain under the terms of the Contract
- 1.55 **U/S: Up Stream.**

(B) GENERAL OBLIGATIONS

2.0 Safety Procedures

- 2.1 **Health, Safety & Environment (HSE)**: The contractor shall formulate a **Health, Safety & Environment (HSE)** manual, using the services of competent and experienced consultants and submit to KRCL for approval. The provisions of approved manual in addition to statutory regulations shall be complied with by the Contractor.
- 2.2 The contractor has to submit Health Safety and Environment (HSE) manual within 21 days from the date of issue of LOA to the Engineer-in charge for approval. The rates quoted shall deem to include above expenses to be incurred under this clause.
 - 2.2.1 In addition to clause 30, 34 and such other clauses of GCC, regarding safety, the contractor/Tenderer shall be bound to carry out the other instructions of Engineer-in-charge, as he may, deem necessary, for Safety arrangements. The contractor shall at all time be responsible to take all precautions and adopt such safe methods of working as will ensure safety of public, structures, equipment and workers.
 - 2.2.2 If at any time KRCL finds the safety arrangements as inadequate or unsafe, the contractor shall take immediate corrective action as directed by KRCL's representative.
 - 2.2.3 The contractor's responsibility for safe working shall not be restricted to the discharge of instructions if any of the Engineer-in-charge and the contractor/tenderer shall on his own adopt all necessary precautions.

- 2.2.4 The contractor shall provide all necessary safety appliances such as safety goggles, helmets, gumboots, safety belts, ear plugs, masks etc. to the workers, staff and also for consultants, employer, visiting officers/guests etc.
- 2.2.5 The cost of all Safety arrangements including cost of all labour and material is deemed to have been included in the item rates given and percentage rate quoted by the tenderer in Schedule of Items, Rates and Quantities and nothing extra shall be payable under this contract.
- 2.2.6 While working near to or along side existing power line crossing or telephone / telegraph line crossing, the tenderer/contractor shall be responsible for ensuring that no interference or obstruction is caused by their men or machinery under any circumstances. He shall ensure safety to life for his own men and machinery duly maintaining distance from power line crossing.
- 2.2.7 Any temporary arrangements for maintaining continuous flow through the sewer/water mains will have to be made by the contractor if the existing mains are affected during excavation of foundations, duly realigning the sewer/water mains, underground cables etc. at no extra cost. Permanent diversions of any underground sewerage or water pipe line system, if required to be done by the contractor, shall, however, be paid for separately at rates to be mutually agreed.
- 2.2.8 The tenderer / contractor will be responsible for any loss or damage to KRCL (Corporation), and public property or third party, if it occurs during the course of execution of work and corporation reserves its right to have damages made good by tenderer / Contractor at his own cost.
- 2.2.9 In case an accident occurs at the work site and the findings of the Enquiry Committee set up by the Corporation to investigate the cause of the accident shall be final and binding on the Contractor. If Contractor is held responsible for the accident, the contract shall liable to be terminated forthwith notwithstanding the provisions of the General Conditions of Contract.
- 2.2.10 Irrespective of invoking provisions of clause 2.2.9 as above-mentioned or otherwise, penalty upto an upper limit of 10% of the total cost of the work may be imposed in case an accident occurs due to Contractor's negligence as decided by the Corporation whose decision shall be final and binding on the contractor. The Contractor is also liable for prosecution if loss of life is involved. The contractor will specifically note that in case any accident takes place due to the carelessness of the tenderer/s then the Railway administration may terminate the present contract, and Railway reserve the right to recover to cost of damages due to such accident from the contractor. Payment of compensation to labour as per extent Government rules and Legal Acts will be sole responsibility of the contractor failing this Railway shall be entitled to recover the compensation amount from dues payable to the contractor to discharge compensation liabilities.
- 2.2.11 The work shall be so carried out that there is no infringement to the Railway's Schedule of Dimensions.

- 2.2.12 The Contractor's technical supervisor / Engineer shall be present at work site, at all times, when the work is being executed. The contractor shall employ adequate number of workers to give consistent and desired progress per day.
- 2.2.13 The tenderer / contractor must ensure the safety of labourers and other people at site engaged by him during the course of execution of work and the KRCL (Corporation) shall not be responsible for any injury sustained by the labourer and or any fatal accident and the tenderer / contractor should bear all loss and expenditure involved. The tenderer / contractor must indemnify the KRCL from any liability arising out of such cases. The contractor should deal and settle all legal cases / court cases arising out from them at his own cost.
- 2.3 All the Safety precautions for open shall be observed & followed as per relevant statutory regulations IS Codes as well as 'HSE Manual'.

3.0 Quality Assurance Plan (QAP)

- 3.1 The Contractor has to submit a detailed Quality Assurance Plan on the basis of technical specifications in Special Conditions of Contract Part B and referred Codes/ Manuals, best engineering practices etc. using the services of competent and experienced consultants and submit to KRCL for approval. The provisions of approved manual in addition to respective contract condition, codes, specifications shall be complied with by the contractor.
- 3.2 The contractor has to submit **Quality Assurance Plan (QAP)** within 21 days from the date of issue of LOA to the Engineer-in charge for approval. The rates quoted shall deem to include above expenses to be incurred under this clause.
- 3.3 If the contractor fails to submit QAP as stipulated above, the same may be got prepared by KRCL. The cost towards the same shall be recovered from the Contractor at twice the expenditure incurred by KRCL. This QAP shall be binding on the contractor.

4.0 Publicity

4.1 The contractor or his sub-contractor or his consultant shall not publish or otherwise circulate, alone or in conjunction with any person, any paper/booklet/sketch/ any articles, photographs or other materials relating to the Contract, the Site, the Works, the Project or any part thereof, nor impart to any third party any information relating thereto, nor allow any representative of the media access to the Site, contractor's Works Areas, or off-Site place of manufacture, or storage except with the permission, in writing, of the Employer. The contractor shall ensure that his sub-contractors of any tier shall be bound by a like obligation and shall, if so required by the Corporation, enforce the same at his own expense. The provisions of this Clause shall not exempt the contractor from complying with any statutory provision in regard to the taking and publication of photographs.

5.0 Official Secrets Act 1923

5.1 Indian Official Secrets Act 1923 (XIX of 1923) shall apply to the contractor and persons employed by him for this contract.

6.0 Royalties and Patent Rights

6.1 Unless otherwise stated in the special conditions, the contractor shall defray the cost of all royalties, fees and other payments in respect of patent rights and licenses which may be payable to any patentee, licensee or any other person or corporation and shall obtain all necessary licenses. In case of any breach (whether willfully or inadvertently) by the contractor of this provision, the contractor shall, indemnify the Railway/KRCL and their officers, staff, representatives against all claims, proceedings, damages, cost, charges, pecuniary loss and liability which they or any of them sustain, incur or be put by reason or in consequence directly or indirectly for any such breach and against payment of any royalties, damages and other monies which the Railway/KRCL may have to make to any person for any machine, instruments, process, articles, matters, or thing constructed, manufactured, supplied or delivered by the contractor to his order under this contract.

7.0 Dissolution of Contractor's Firm

- 7.1 If the contractor's firm is dissolved due to the death or retirement of any partner or for any reasons whatsoever before fully completing the whole work under the Contract or any part thereof, the remaining partners shall remain jointly, severally and personally liable to complete the entire work under the Contract to the satisfaction of KRCL.
- 7.2 If after acceptance of the offer and / or signing of the Works Contract, the Contractor expires, or in case of a Firm, any partner expires or in case of a firm or a corporate entity, the composition changes, the KRCL shall have an option to either treat the contract / acceptance as cancelled or treat the same as subsisting. The Contractor whether a person, firm or a corporate entity shall be liable to discharge its obligations under the contract unless the KRCL exercises its option to treat the Contract / Acceptance as cancelled. No compensation / loss / damages shall be payable on account of such cancellation.

8.0 Documentation of Works and Final Submissions:

8.1 Site inspection register will be maintained by the Engineer-in-charge or his representative in which the contractor or his agent will be bound to sign day to day entries made by the Engineer-in-charge or his representative. The contractor is required to take note of the instructions given to him in site inspection register and should comply within a reasonable time. The contractor will also arrange to receive all the letters etc. issued to him at the site of work. The Contractor is deemed to have due and adequate notice of all the entries made in the Register by the Engineer-in-charge or his Representative and failure on the part of the Contractor to counter sign the Register shall not exonerate the contractor from complying with the noting.

- 8.2 Contractor shall purchase at his own cost all the registers required at site for various purposes. All the registers required to be maintained at work sites for recording various measurements, daily activities or for other purposes, shall be authenticated by the Engineer-in-charge. Before making use of any register, Engineer-in-charge will authenticate the same by signing first and last page with his stamp. The Contractor shall ensure that all the pages have been machine numbered serially. The register(s) which have not been authenticated by Engineer-in-charge should not be used at site.
- 8.3 The contractor shall submit to the Corporation, three sets of booklets for final bill as per directives of Engineer-in-charge, containing all the relevant details of up to date work done, typed in electronic media, using an office software and printed, jointly signed by contractors and Engineer-in-charge or his representatives. The submitted booklets will be property of the Corporation. Contractor shall also submit the same in electronic storage device of adequate capacity. No additional payment shall be made for submitting such submissions.
- 8.4 All the original registers, files, level books, balance measurement sheets, abstract sheets, drawings, tracings or any other records maintained at site during construction shall be submitted by contractor to KRCL forthwith after completion /termination of work.

9.0 Change in Address

9.1 Any change in the address of the Contractor shall be forthwith intimated in writing to KRCL and KRCL's acknowledgement in writing should be obtained. Unless the change has been duly intimated to KRCL and acknowledged by KRCL all correspondence shall be addressed on the address specified in the Contract and shall be deemed to be delivered to the Contractor. KRCL will not be responsible for any loss or inconvenience suffered by the contractor on account of his failure to comply with this clause.

(C) EXECUTION OF WORKS

10.0 Site Clearance at start of work

10.1 The contractor shall clear all the grass, shrubs, garbage, deadwood, fallen wood and other such materials etc., to the extent needed for the works and as directed by the Engineer-in-charge.

11.0 Occupation and Use of Land

11.1 Use or occupation of land as per clause 6 of GCC, shall not confer upon the contractor any rights whatsoever including tenancy / easements / license over the land.

12.0 Land

12.1 The land for the commencement of work is available. Any additional requirement of land by the contractor for their own purpose may be arranged by his own resources. Any assistance required in this regard may be requested to KRCL. KRCL may provide such assistance if possible, without any liability or responsibility on the corporation.

13.0 Felling of trees

13.1 Work site is already clear of trees. In normal circumstances the felling of trees will be done by the concerned State Forest Corporation/Authorities. However, if State Forest Corporation/Authorities do not cut the tree, and in turn permits KRCL to cut the tree, the felling of tree will be done by the contractor. The logs will be stacked and handover to KRCL. The cost incurred in tree cutting and stacking etc by the contractor will be reimbursed. The Contractor shall have no claim due to delay on above account.

14.0 Working Hours

- 14.1 If the Engineer-in-charge is satisfied that under the circumstances, round the clock working is expedient, he may permit the contractor(s) to carry out the works accordingly. No extra payment shall be payable to the Contractor for working round the clock.
- 14.2 If the Engineer-in-charge is satisfied that under the circumstances, round the clock working is expedient, he may permit the contractor(s) to carry out the works accordingly. No extra payment shall be payable to the Contractor for working round the clock. The rate quoted and accepted by KRCL shall be inclusive of night shift work.
- 14.3 If the Engineer-in-Charge is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order without confirming any right on the contractor for claiming any extra payment for the same.
- 14.4 The work is to be done during day and night and contractor has to make adequate arrangement for work during night time. Various component of works like Earthwork, bridge work, other works, etc., should be started simultaneously.
- 14.5 The contractor shall organize his work ensuring safety of traffic, Railway property and contractor's men and materials at all times. This is absolutely necessary.
- 14.6 It shall be clearly understood that the contractor is personally responsible for any omissions and commissions on the part of men engaged by him. In case of any damages to Railway/ Public property or injuries to the public on account of failure of contractor to adhere safety resulting in an accident, the cost of damages will be recovered from the dues to the contractor for this work or other ongoing works. In addition to the above, the contractor shall be liable for criminal prosecution, if applicable.

14.7 The contractor shall take all precautions for ensuring safety and he shall also implement the safety precautions advised by Engineer In charge or his representative from time to time.

15.0 Survey

15.1 The contractor shall, from time to time and before interfering with the surface of any portion or the site or before the work thereon begins, take and record such levels as the Engineer-in-charge may direct in his presence or any person authorized by him in writing. Such levels approved and checked by him or such authorized persons shall be recorded in writing and signed by the contractor and shall form the basis of the measurements. Immediately before any portion of the work below water level is started, the existing water levels are to be taken and recorded in a similar manner.

16.0 Setting out works:

16.1 The cable route shall be demarcated on route by Engineer's Representative who is direct in-charge of the work. For this purpose the Contractor shall inform the Engineer in-charge. However, the required labour, material, tools for the work shall be provided by the Contractor at no extra cost shall be payable on this account.

17.0 Enabling Works

17.1 Unless otherwise specified in the tender documents, rates given in the schedule to the Contract and percentage rate quoted in the contract shall be inclusive of all enabling works. The Contractor shall have no claim on above account.

18.0 Urgent Work

18.1 If any Urgent work in the event of accident or failure occurring in or about the work or arising out of or in connection with the construction becomes necessary in the opinion of the Engineer-in-charge, and the contractor is unable or unwilling at once to carry it out, the Engineer-in-charge may through another agency or on his own, carry it out as he may consider necessary. If the urgent work shall be such that the contractor is liable under the contract to carry out at his expenses, all expenses incurred on it by KRCL shall be recoverable from the contractor and be adjusted or set off against any sum payable to him. The decision of the Engineer-in-charge as regards the existence and nature of urgency and necessity of work shall be **final and binding** on the Contractor.

19.0 Duties and Powers of Engineer-in-charge's Representative

19.1 The duties of the representative of the Engineer-in-charge are to monitor and supervise the works and to test and examine any materials to be used and the workmanship in connection with the works. He shall have no authority to order any work involving any extra payment by KRCL or make any variation in the works.

- 19.2 The Engineer-in-charge may from time to time delegate to his representative any of the powers and authorities vested in the Engineer-in-charge. A copy of all such delegation of powers and authorities shall be furnished to the contractor, by him.
- 19.3 For supervision of all the works pertaining under this contract KRCL may engage Engineers on contract basis. They may be deployed to assist for supervision of works. The Contractor shall facilitate such supervision
- 19.4 KRCL reserves the right to deploy an agency for providing Project Management Consultancy (PMC) to augment its supervision capabilities.
- 19.5 Contractors shall provide facilities for inspection of works to Resident Engineers as in Clause 19.3 above and agency of PMC as in Clause 19.4 above as provided in GCC clause 28.

20.0 Priority of Documents and specifications.

- 20.1 The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents within the contract document shall be in accordance with the following sequence:
 - i) The Agreement for the works executed on stamp paper.
 - ii) The Letter of Acceptance
 - iii) Schedule of Items, Rates and Quantities/Bill of Quantities (BOQ)
 - iv) Special Conditions of Contract
 - v) Technical Specifications as given in Tender Documents
 - vi) Approved Drawings
 - vii) Konkan Railway Standard General Condition of Contract 2022
 - viii) Indian Rly Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
 - ix) Relevant B.I.S Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
 - x) Instructions to tenderer/s
- 20.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
 - If there are varying or conflicting provisions made in any documents forming part of the Contract or in the event of a conflicting view as to the interpretation of the contents thereof; the documents shall take priority in accordance with the list given in clause 20.1 above. When there is any conflict between the specifications given in this contract and the IRS, BIS, IRC specifications or specifications of any other body/Institution/Authority as the case may be, the specifications given in this contract shall prevail over the other specifications. However, in case of any ambiguity, the decision of the Engineer-in-charge in this regard shall be **final and binding.**

21.0 Programme of Construction

- 21.1 In partial modification to clause 19 (3) of GCC, the contractor shall submit detailed programme of work not later than 30 days after the date of receipt of Letter of Acceptance. All other provisions of Clause 19 (3) of GCC shall remain the same.
- 21.2 Progress shall be maintained strictly with the programme given by Engineer-incharge from time to time and as per accepted CPM network /PERT charts.

22.0 Drawings for works

- 22.1 The drawings attached with the tender are indicative only and the work will be carried out as per approved drawings. Contractor will have no claim on account of deviation in approved drawing with reference to tender drawing.
- 22.2 The Corporation reserves the right to modify the plans and drawings referred to in the tender documents without assigning any reasons as and when considered necessary by the Corporation. The Contractor shall have no claim on account of such modifications.
- 22.3 It should be specifically noted that some of the detailed drawings may not have been finalized by the Corporation and will, therefore, be supplied to the contractor, progressively as per site requirements. No compensation whatsoever on this account shall be payable. No claim shall be entertained in this regard by KRCL.

23.0 Delay and Extension of Contract Period

23.1 The delay and extension of Contract Period shall be dealt as per relevant Clauses of Konkan Railways Standard General Conditions of Contract – July 2022.

24.0 Maintenance/Defects Liability Period

- 24.1 The "maintenance period"/ "defect liability period" as and where referred to in this tender document shall mean the same. The maintenance/ defect liability period shall be 12 months from the date of completion of the work as certificated by the Engineer-in-charge, that the works have been carried out by the contractor fully according to specifications and quality requirements and are suitable for the intended purpose.
- 24.2 The Contractor shall maintain, rectify and make good at his own cost any defect/deficiencies, which may develop in the work or as notified by the Engineerin-charge during Defect Liability Period. However, maintenance during Defect Liability Period shall not include day to day upkeep, cleaning, custody and security defect arising due to defective work. Any material/workmanship in any structure(s) during the period(s) specified above and due to causes enumerated above, the contractor shall rectify the same at no extra cost. In case of failure of the Contractor to do so within a fortnight from the date of notice given by Client / Engineer-in-charge, the same shall get rectified at the risk and cost of the Contractor.

- 24.3 In case the work is commissioned in parts/stages, the Defect liability period for the corresponding section/sub-section shall start from the date of commissioning of the section/sub-section.
- 24.4 The Contractor shall be responsible for removing all the defects during the defect liability period. If required, fresh construction shall also be done by the Contractor for defective works at his own cost. If Contractor fails to commence rectification of defects within 14 days from the date of notice by Employer or does not complete the said rectification with diligence and within mutually agreed time period, Employer shall be entitled to carry out such work by his own workmen or by other agency at the cost of Contractor. The issue of Employer's completion certificate shall in no way exempt the Contractor from the provisions under this Schedule.
- 24.5 The contract shall not be considered as completed, until a Defect Liability Certificate has been issued by the Engineer-in-charge stating that the works have been completed and maintained to his satisfaction. Defect Liability certificate shall be issued by the Engineer-in-charge, upon expiry of Defect Liability period or as soon thereafter as any works ordered during such period, have been completed to the satisfaction of the Engineer-in-charge. No certificate other than "Defect Liability Certificate" shall be deemed to constitute final approval of the work or part of the work for which it is issued.

24.6 **Guarantee/Warranty**:

- 24.6.1 The Contractor(s) shall Guarantee satisfactory working of the materials supplied and/or the installation erected by him under this contract, to be free of any defects in material and workmanship for a period of 12 months beginning from the date of commissioning of the section/sub-section or 18 months from the date of supply, whichever is earlier.
- 24.6.2 During this period, the Contractor shall keep all materials, tools and other requisite equipment at site, and shall carry out at his own expenses all modifications, additions or substitutions that may be considered necessary for the satisfactory working of the work or equipments done under this contract Final decision in respect of unsatisfactory working or faulty use of materials, design or workmanship etc., shall rest, with the Chief Signal & Telecom. Engineer
- 24.6.3 During the aforesaid period of guarantee, the Contractor shall be liable for all repairs or replacement of any parts that may be found defective in the contract work or equipments, irrespective or whether such parts be of his own manufactures or those of the sub-contractor or whether any defect arose as a result of a faulty design, materials, workmanship, installation or otherwise. Provided always that such defective parts as are not repairable at site are promptly removed to the contractor's works for repairs if so required by him and such defective parts should be replaced by him by new ones in order to

- remove the defects at his (Contractor's) own expenses. In case any minor repairs are carried out by the Corporation at site, the cost of such repairs plus the departmental charges shall be borne by the Contractor.
- 24.6.4 The contractor shall warrant that every equipment shall be free from defects and faults in design, materials, workmanship and manufacture and shall be of highest grade and consistent with the established and generally accepted standards for goods of the type ordered.

(D) INSURANCE

25.0 Insurance

- 25.1 Before commencement of works, it shall be obligatory for the Contractor to obtain, at his own cost, third party liability insurance cover in the joint name of the contractor and employer from reputed companies.
- 25.2 The Contractor shall provide documentary evidence to the Employer/Engineer-incharge before commencement of work at site that the third party liability insurance have been effected and shall within 30 days of the commencement date, provide the insurance policy to the Employer/Engineer-in-charge. The Contractor shall, whenever, called upon, produce to the Engineer-in-charge or his representative the evidence of payment of premiums paid by him to ensure that the policy indeed continue to be in force.
- 25.3 On the event of any damage to the property/life of third party, the contractor has to make immediate payment and relief measures as per the directions of the Engineerin charge. The decision of Engineer-in-charge is final and binding.
- 25.4 If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the Engineer-in-charge in the third party liability insurance policy mentioned above, then in such cases, the Engineer-in-charge may effect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the premium / premiums paid by the Engineer-in-charge in this regard from the payment due to the Contractor or from the Contractor's Security Deposit / Performance Security. However, the Contractor shall not be absolved from his responsibility and / or liability in this regard.
- 25.5 Contractor at his own cost and without involving any obligations on part of Corporation, shall take necessary insurance policies for his men, materials, construction plants, machineries, equipments or any other insurance cover as may be required by the law of land.
- **(E) PRICE VARIATION-** Price variation shall be dealt in accordance with Clause 46 (A) of GCC July 2022

(F) ADVANCES AND PAYMENTS

- **26.0 Mobilization Advance** 'Not Applicable'
- 27.0 Plant & Machinery Advance 'Not Applicable'

28.0 Completion Period

28.1 The work is required to be completed within 09 (Nine) months from the date of issue of Letter of Acceptance (LOA).

The entire work to be carried out as per the following schedule.

Sr	Description of Milestone	Completion Target (Month)
1	Mobilization & establishing & placing of purchase order for various supply items	D+1
2	Supply of Material	D+ 3
3	Excecution of work	D+8
4	Testing & Commissioning	D+9

Note: D stands for Date of LOA

28.2 **Provisional Acceptance Test**

- As soon as the Contractor informs the Corporation and the Engineer-in-charge determines that the works are completed from end to end, Corporation shall carry out all the tests as per the Technical Specifications and the approved Acceptance test schedule (if any). Any fault in the material supplied and/or workmanship in works executed noticed during the test shall be replaced/repaired free of cost by the tenderer. When all the tests are successfully completed end to end, the provisional test report will be jointly prepared.
- 28.2.2 If it becomes necessary for the contractor to replace/renew only defective module/system /component under this clause, the warranty provision shall continue for a period of six months from the date of such replacement/renewal or until the end of original warranty period whichever may be later.
- 28.2.3 The completion certificate in accordance with General conditions of contract and special condition of contract shall only be issued by the Engineer-in-charge after the installation is satisfactorily commissioned.

28.3 **Observation Period**

After the completion of provisional acceptance test, system shall be put under observation for period of 07 days. During this period Corporation may at their discretion connect the user equipment and observe the performance from the end user point of view. If any defects or failures are noticed during this period the contractor will replace or rectify such modules and additional test or repetition of some of the tests will be carried out to make sure that all parameters are within specified values.

28.4 Provisional Acceptance Certificate

After completion of provisional acceptance test and if no problems are noticed during observation period, Engineer-in-charge shall issue a Provisional Acceptance Certificate for successfully commissioning of whole system covering all materials and services included in the Schedule of works, after the acceptance test have been completed as per the approved test procedure and the performance has been found to meet the specifications. Corporation's decision in this respect shall be final. The date of issue of the Provisional Acceptance Certificate will be treated as the date of Completion of the work.

However, if the system is commissioned in parts/phases the Provisional Acceptance Certificate shall be issued for the corresponding section/sub-section and the defect liability/Maintenance period for the corresponding section/sub-section shall commence from the date of commissioning of the section/sub-section.

28.5 **Part Commissioning**

If the works are not completed as per the program of work and there is a deviation from the milestones to be achieved, Corporation will be free to make use of the partially commissioned work. Making such use of partially commissioned work will not be deemed as provisional acceptance from the Corporation.

29.0 Payment of Bills

29.1 The measurements for payment of `on account', `pre-final' and `final' bills have to be taken by the contractor's Engineer in the presence of the Engineer-in-charge or his representative. Joint measurements shall be taken continuously and need not be connected with billing stage. Based on the above measurements, the contractor has to submit his `on-account'/ `pre-final' / `final' bills along with the details of measurement and calculation of quantities in Performa approved by the Engineer-in-charge duly certified by the qualified Engineer of the contractor authorized in this behalf.

29.2 The "on account bills" should be submitted monthly. In case, of insufficient progress, contractor shall submit "Nil" bill.

- 29.3 The payment of "on account" bills will be regulated as under:
 - (a) On submission of "on account" bills by the contractor, the Corporation shall arrange for 75% payment of such "on account" bills within 7 working days, and
 - (b) The balance due will be paid after scrutiny (technical check) and acceptance of the bill within next 15 working days.
- 29.4 If it is found that the Contractor has at any point of time submitted bills of exaggerated or wrong amounts without prejudice to any other right or remedy available to KRCL, the facility of such ad-hoc payment shall be discontinued and subsequent payments towards the Bills shall be made only after scrutiny and technical check.

- 29.5 "On Account Payment" will be made for supply of equipment, materials indicated in the supply Schedule on receipt of material at Consignee's depot/ site. On Account payments made will subsequently be adjusted against payments due on Provisional Acceptance or Final Acceptance.
- 29.6 The payments would be made as detailed under:

Sr	Stage of Payment	For Purely Supply Items	For Supply & Installation Items	For Execution/ Installation Items
1	After Supply of Items	85%	80%	-
2	On completion of installation of the concerned item	10%	15%	95%
3	On Completion of Work in Final Bill	05%	05%	05%

Note:

(i) 95% payment will be paid for "Office furniture" & "Special tools and plant" and other spares, tool kits etc. on receipt of equipment, duly inspected by inspecting agency/consignee. Balance 5% will be released after successful Completion in Final Bill.

29.6.1 Payment for Supply of Goods

- (a) Payment at 85% of the accepted rate for the quantity inspected, passed and received at nominated place shall be made on submission of following documents:
 - (i) Copy of Invoice (of Supplier/Manufacturer)
 - (ii) Inspection Certificate
 - (iii) Material Acceptance Certificate
 - (iv) Indemnity bond (on a non-judicial stamp paper of Rs. 100/-) for of 100% value of material brought to site.
- (b) 10% of the accepted rate for the subsystem shall be made on successful installation of the concerned item.
- (c) Balance 5% of the accepted rate for the complete system shall be made on completion of work in Final Bill.

29.6.2 Payment for tems involving Supply and Installation of Goods

- (a) In respect of items involving supply and installation, 80% of the accepted rate for the schedule item will be paid for quantity inspected, passed and received at nominated place at Project and other formalities as applicable to other supply items in the schedule.
- (b) 15% of the accepted rate for the subsystem shall be made on successful installation of the concerned item.

(c) Balance 5% of the accepted rate for the complete system shall be made on completion of work in Final Bill.

29.6.3 Payment for tems involving Installation/Execution

- (a) 95% payment at the accepted rate for the item shall be made on successful installation/execution of the concerned item.
- (b) Balance 5% of the accepted rate for the complete system shall be made on completion of work in Final Bill.

29.7 **PROPORTIONATE PAYMENTS FOR TRENCHING:**

For areas where it is not possible to dig trenches upto 1.2 meter /1 meter for telecom/ signaling as specified in the BOQ item due to unavoidable circumstances for reason not envisaged like presence of high water table at a particular area, hard rock, etc., the depth of the trench shall be decided by the Engineer-in-Charge's Representative at site. The contractor shall get the proportionate rate (according to the formula as defined below) of trenching of BOQ item for depth upto which the trenching has been done.

(a) For Telecom trench (normal depth 1.2 meter), If 'a' is the depth of which trenching has been done, R is the per meter rate of trenching for depth 1.2 meter; Total rate admissible per meter of trenching shall be = Rx [1.25 x (a-0.3)]/(1.2).

29.8 Final Payment:

- On the basis of Completion certificate/Provisional Acceptance Certificate issued by the Engineer-in-charge for all the works covered in this contract, the final bill for the balance payment for each item/sub- item of work shall be submitted by the Contractor along with a clear 'NO CLAIM CERTIFICATE'. The completion certificate shall be issued by the Engineer-in-charge only when he has accepted the work wholly after conducting the acceptance tests on each item of work.
- 29.8.2 'On Account' payments made to the contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the measurement book is Final measurements and such have been signed by the contractor) and shall in no respect be considered or used as if evidence of any particular quantity, of work having been executed nor of the manner of its execution being satisfactory.
- 29.8.3 The security deposit however shall be released only after the expiry of the maintenance period and after passing the final bill based on "No Claim Certificate".

30.0 Performance Guarantee

- 30.1 The successful tenderer shall be liable to pay performance guarantee as governed by clause 16.(4) of Konkan Railways Standard General Conditions of Contract July 2022 along with latest correction slips upto invitation of Tender. The proforma for payment of Performance Guarantee in the Form of Bank Guarantee is also available at Appendix-19.
- 30.2 The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- 30.3 The contractor shall give a Performance Bank Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the Original Contract value. In case of award of contract to a JV Firm, a single Performance Bank Guarantee shall be submitted by the JV Firm as per tender conditions. Performance Guarantee shall be acceptable in the form of Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks or Scheduled Bank. This Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion for work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 30.4 The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

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

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

- 30.5 The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- 30.6 Performance Guarantee shall be released after the **physical completion** of the work based on the 'Completion Certificate' issued by the Competent Authority stating that the contractor has completed the works in all respects satisfactorily.
 - Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- 30.7 All the Guarantees like Performance Bank Guarantee etc. shall be accepted only in the name of the JV Firm and no splitting of Guarantees amongst the members of the JV Firm shall be permitted.
- 30.8 Performance Bank Guarantee from International Banks will not be accepted.

31.0 Security Deposit

- 31.1 Security Deposit payable for the work will be governed by clause 16.(1), 16.(2) and 16.(3) of Konkan Railways Standard General Conditions of Contract July 2022 along with latest correction slips upto invitation of Tender
- 31.2 Security Deposit shall be 5% of the contract value. The amount over & above adjusted from Bid Security Deposit as Security Deposit is to be recovered at the rate of 6% of bill amount from Running Bills till it reaches 5% of the contract value.

Further, in case of contracts having value equal to or more than ₹ 50 crore (Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Konkan Railways Standard General Conditions of Contract.

Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Bid Security deposited by the Contractor with his tender will be returned by the Railways.

- 31.3 **Refund of Security Deposit**: Security Deposit mentioned in sub clause 37.1 above shall be returned to the Contractor along with or after, the following:
 - (a) Final Payment of the Contract as per clause 51.(1) of GCC and
 - (b) Execution of Final Supplementary Agreement or Certification by Engineer-incharge that Railway has No Claim on Contractor and
 - (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1) of GCC, in case applicable.

The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the

- contractors and that there is no due from the contractor to Corporation against the contract concerned. Before releasing Security Deposit, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.
- 31.4 After the work is physically completed as certified by Competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.

32.0 Taxes and Duties

- 32.1 Goods and Services Tax (GST), as applicable upto to the date of opening of tender /negotiated offer whichever is later shall be considered to have been included in the percentage rates quoted by tenderer/s in the Schedule of Items, Rates & Quantities. In case of any increase /decrease in the GST during the later period upto the completion of the work, the net increase/decrease for the balance portion of the work shall be reimbursable / recovered by the Corporation.
- 32.2 Corporation shall deduct the any other tax from the Contractor's bill at the rate as applicable as per rules framed by concerned Govt./ Local bodies from time to time and remit it to concerned department and shall issue a certificate regarding Tax/Duties/Levies so deducted on demand by the Contractor.
- 32.3 Implementation of The Building and Other Construction Workers (RECS) Act, 1996 and The Building and Other Construction Workers Welfare Cess Act, 1996 in Railway Contracts:
 - "The tenderer for carrying out any construction work in the respective State Government (name of the State) must get themselves registered from the Registering Officer under Section-7 of the Building and other Construction Workers Act, 1996 and rules made thereto by the respective State Government and submit certificate of Registration issued from the Registering Officer of the respective State Government (name of the State) (Labour Dept.). For enactment of this Act, the tenderer shall be required to pay cess at the rate of 1% of the cost of construction work to be deducted from each bill. The same shall be considered to have been included in the percentage rates quoted by tenderer/s in the Schedule of Items, Rates & Quantities.
 - In case of any increase /decrease in the above cess, the modality shall be similar as for GST mentioned in clause 38.1 above.
- 32.4 In terms of section 194 C inserted by the Finance Act 1972 in the Income Tax Act 1961, KRCL shall at the time of arranging payments to the contractor, be entitled to deduct income tax at source. The deductions towards income tax to be made at source from the payments due to the non-residents shall continue to be governed by Section 195 of the Income Tax Act, 1961.

(G) VARIATION & MISCELLANEOUS

33.0 Variation in Quantities

- 33.1 The quantities of item(s) including foundations in the Schedule of Items, Rates & Quantities for the work to be executed are only approximate. The quantities have been as far as possible assessed correctly, but the same are likely to vary during the execution of work. Variation in quantities will be dealt as per clause 41, 42.(1), 42.(2) and 42.(3) of Konkan Railways Standard General Conditions of Contract July 2022 along with latest correction slips. Few of them are brought out below.
 - 33.2 Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- paras below.
 - 33.2.1 The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works
 - 33.3 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:
 - 33.3.1 Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - 33.3.2 Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - 33.3.3 Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - 33.4 Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
 - (i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

- 33.5 In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- 33.6 In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
- 33.7 As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
- 33.8 The contractor shall not be entitled for any compensation or claims whatsoever on account of non-operation of any BOQ item during execution of work.

33.9 Items Not Included In The Bill Of Quantities

33.9.1 If any item of work not provided for in the accepted Bill of quantities and required to be executed for completion of work, the Contractor on receipt of instructions from the Engineer-in-charge, shall be bound to carry out such items of work at the rates to be decided as per clause 39(1) of Konkan Railways Standard General Conditions of Contract – July 2022 along with latest correction slips.

(H) MATERIALS, TOOLS, PLANTS & MACHINERY & POWER SUPPLY

34.0 Transport, Custody and Storage of Material

- 34.1 The contractor shall make his own arrangements and shall be responsible for the safe transport custody and storage of all materials issued to/arranged by him and he will be liable to make good the loss due to any cause whatsoever that may be suffered by the Corporation on this account. The materials issued to the contractor and stored at the site of work shall be open for inspection to the Engineer-in-charge at all reasonable time.
- 34.2 The contractor will also be responsible for storing material in damp proof conditions at site of work at his own cost in accordance with the standard specifications.
- 34.3 No petroleum spirit within the meaning of the Indian Petroleum Spirit (Motor-Vehicles etc.) Regulation 1929 shall be stored at site or adjacent to it, until the approval of the KRCL and necessary license under the Act has been obtained by the contractor.
- 34.4 Contractor shall store explosives if any as per rules & standards.
- 34.5 The nominated depot for issue of Corporation's materials to the contractor and for return of unused material by the contractor is the Corporation's store depot of concerned SSE/S&T in-charge of the work. The cost of transportation of material from and to this nominated depot would be borne by contractor.
- 34.6 The material mentioned in the schedule shall be supplied at the Contractor stores. For this purpose, the contractor shall construct suitable godowns/stores at the site

- of work/ at suitable location at his own cost. In case the Railway is not able to make space available for construction of godown/ stores, the contractor shall make his own arrangements for storing material (by hiring godown/ store) at his own cost. The Contractor make all arrangements to save the material from damage due to sun, rain, dampness, fire, theft etc. at his own cost.
- 34.7 Alternatively if the site is ready and the work is in progress physically, the material can be brought to the site directly with specific approval of competent authority. However custody and security of the material brought to the site of work will remain with the Contractor till the materials taken over are duly erected and accepted by the Corporation. The contractor shall construct suitable godowns at the site of work/ at suitable location (if Rly is not able to make space available) for storing material to save from damage due to sun, rain, dampness, fire, theft etc. He should also employ necessary staff to watch the materials at his cost.

35.0 Material Procurement Reconciliation Statement

- 35.1 The contractor can procure the materials from any source except as provided otherwise in the contract. The material shall conform to laid down specifications. The contractor shall furnish requisite test certificates as per approved Quality Assurance Plan / Inspection and Testing Plan (QAP / ITP). However, the equipment/materials as per RDSO specifications are to be procured from the RDSO approved sources only. The guidelines stipulated for store's procurement will hold good for procuring these items from RDSO approved sources.
- 35.2 All materials shall be procured from RDSO Listed Firms/ suppliers (Approved vendors and vendors listed for fields trial) only. In case of non-availability of RDSO vendors for certain items, material shall be procured from TEC approved vendors. The materials which are not approved by RDSO and do not have TEC specification shall be procured from reputed firms with prior approval of KRCL.
- 35.3 As soon as the materials are accepted by the Railway from the contractor, DMTR entries are to be made immediately. While taking materials from the contractor, delivery challans/Invoice issued by the firm who has sold the materials to the contractor/trader and inspection certificate shall be insisted upon.
- 35.4 Wherever any material is received from field/contractor, the detailed nomenclature shall be entered in the DMTR. In case of equipment, the details of manufacturer's name, year of manufacture, RDSO Test Certificate No., Serial No., Contractor's name and Agreement No. and place of installation shall be mentioned both in the DMTR and the ledgers. Similarlywhenever any material is issued to the contractor for carrying out a work, the particulars are to be entered in the DMTR.
- 35.5 The contractor shall submit material reconciliation statement duly verified by representative of Engineer-in-charge, with every "on account bills" duly showing consumption & balance of all materials either purchased by contractor or issued by Corporation (if any) and used during construction.

36.0 Materials used or issued in excess of requirement

- 36.1 The contractor shall be responsible for using the correct quantity of materials required for the work and return the balance, if any issued by the Corporation, after the completion of the work.
- 36.2 In case of materials under relevant clause are issued to the contractor for the work under terms of contract, the supply thereof shall be made in stages limited to the quantity/quantities computed by the Corporation according to the prescribed specification and approved drawings as per the agreement.
- 36.3 If work is suffering due to shortage of material and if KRCL makes the arrangement for the same for smooth functioning of the work, the cost of such material shall be recovered at the rate of two times of the landing cost to KRCL.
- 36.4 Any materials, if issued by the Corporation, used in excess over the correct quantity arrived at as per specification will be charged against the contractor at twice the market rate or twice the book value whichever is higher.
- 36.5 The materials issued in excess of the requirement(s) as above shall be returned perfectly in good condition by the contractor to the Corporation immediately after completion or determination of the contract. If the contractor fails to return the said stores, then the cost of the materials issued in excess of the requirement computed by the Corporation according to the specification and approved drawings will be recovered from the contractor at twice the market rate or twice the book rate whichever is higher.
- 36.6 The recovery is stipulated in clause 36.3 to 36.5 will be without prejudice to the rights of the Corporation to take action against the contractor under the conditions of the contract for not doing/completing the work according to the prescribed specification and approved drawing.

37.0 Materials used less than the requirement

37.1 Any material either issued by the Corporation or arranged by contractor at his own cost and used in less than the correct quantity arrived at as per specification and approved drawings will be viewed as improper work and dealt in accordance clause 27(2) of GCC. In addition, the cost of material issued by Corporation and used in improper work may be recovered from the contractor at twice the market rate or twice the book rate whichever is higher. Decision of the Engineer-in-charge in this regard will be **final and binding** on the contractor.

38.0 Tools, Plants and Machinery

38.1 The contractor will be entirely responsible to arrange on his own cost all necessary machinery, tools and plants and their spare parts required for efficient and methodical execution of the work and transport them to the site of work. Delay in procurement of such items due to their non-availability on account of import difficulties or any other cause whatsoever will not be entertained for slow or non-performance of the work.

38.2 The initial and periodical calibration of all instruments, equipment's, devices, gauges etc., shall be ensured as per the manufacturer's specifications by the contractor at his own cost and the certificate shall be available at site for inspection on demand.

39.0 Deployment of Plant and Machinery

39.1 The deployment of all plant and machinery including moving machines shall be such as not to infringe or cause damage any other Government or private properties. Operation of such equipment involving infringement to moving dimensions prescribed in the handbook of the Schedule of Dimensions of the Railway shall not be undertaken without the prior approval of the Engineer-in-charge. For any loss or damage resulting from violation of this clause, the contractor(s) shall be wholly responsible.

40.0 Workmanship and Testing

- 40.1 The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the works and to the entire satisfaction of Engineer-in-charge according to the instructions and directions which the Contractors may from time to time receive from the Engineer-in-charge. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer-in-charge may direct and wholly at the expense of the contractor.
- 40.2 Materials put up for inspection shall be exactly for the type and quantity laid down in the Bill of Quantities (BOQ). Any variation shall require the prior approval of the Competent Authority before the material is manufactured or tendered for inspection.
- 40.3 Material having RDSO/TEC specification shall be inspected by RDSO as per Indian Railway Practice. Materials which do not have RDSO/TEC specifications shall be procured from reputed manufacturers or their authorized dealers and inspected by Consignee at the manufacturer's factory or any other place as decided by KRCL and material shall be dispatched only after getting approval of KRCL.
- 40.4 All mechanical signaling items are to be procured from valid recommended list of firms for manufacture and supply of mechanical signaling items issued by RDSO. Inspection of such mechanical signaling items to be carried out by RITES.
- 40.5 The Engineer shall have full power to reject any material that it may consider to be defective or inferior in quality, workmanship, design or otherwise not in accordance with RDSO Specification. Engineer's decision shall be final, even though they might have been inspected by RDSO/RITES. The contractor shall remove forthwith any such material and replace them at his own cost.

- 40.6 All necessary facilities (Test and Measuring equipment's and other arrangements) to carry out inspection by RDSO/RITES/KRCL or their representative to carry out test/witness, inspection shall be provided by the Contractor free of cost.
- 40.7 The inspection charges shall be paid by the contractor to the Inspecting Agencies & shall be included in the quoted rates.
- 40.8 In case of any ambiguity or clarification regarding inspection/inspecting agency, decision of KRCL shall be final and binding on the contractor/firm.
- 40.9 In case the material/equipment offered for inspection fails during inspection, the contractor shall replace the same and get the inspection completed. However, if the Contractor is not able to replace defective material/equipment and the inspecting agency has again visited the supplier/manufacturer's premises for conducting the inspection, the entire cost of re-inspection including travel, lodging and boarding etc. shall be borne by the contractor.
- 40.10 Even in case of RDSO/RITES/any third party inspection, before placing the call letter for inspection to respective inspection agency, the contractor shall advise the date, time, place of inspection to KRCL. KRCL's authorized representative may witness test/sample test/type approval etc. The contractor may start the inspection only after getting the approval of KRCL for inspection.
- 40.11 The price quoted also includes RITES/RDSO representative inspection and testing charges unless otherwise specified in the bill of quantities or Technical Specification. Material not inspected by RDSO/ RITES for any reason, will be inspected by the Consignee/Authorized Representatives of Corporation. In case of change of inspection from RDSO/RITES to KRCL/CONSIGNEE, 1% of the cost of material will be deducted by KRCL as inspection charges.

40.12 Consignee Inspection

- (a) For all the material to be inspected by consignee, the contractor shall submit Manufactures Guarantee Certificate stating that the concerned material is in accordance with the specification and as per drawing approved by KRCL. The contractor shall also submit the inspection proforma to be approved by KRCL before inspection.
- (b) The contractor shall submit catalogues of all the equipment as well as a list of tests proposed for all the equipments. A general overview of each of proposed tests shall be included in the documents.
- (c) For items wherever it is not possible to obtain Manufacturrers Certificate, Warranty Certificate should be obtained from Contractor.
- (d) Fabricated items which are to be supplied by the contractor shall be checked thoroughly with the drawings regarding quality of the materials, gauge dimensions, etc. as per the schedule.
- (e) Any of these pre given description or documents shall not limit in any way the contractor's obligation to complete each and every test as specified and necessary to demonstrate the satisfactory performance of the system.

- (f) The Contractor shall submit for approval of KRCL all detailed test procedures and final schedule for the test.
- (g) When the Tests have been satisfactorily completed at the Contractor's or sub-Contractor's works, the Engineer-in-charge shall forth with issue a Certificate to that effect. If a final Certificate cannot be issued, a preliminary or Provisional Certificate shall be issued. If the Tests were not witnessed by the Engineer-in-charge or his representative, the Certificate shall be issued on receipt and scrutiny of the Test report from the Contractor but not later than fifteen (15) days after the receipt of the Test report by the Engineer-in-charge. No structure/ plant/ facility shall be assembled or painted with prime coat or dispatched before such Certificates have been issued. The satisfactory completion of these Tests or the issue of the Certificates shall not bind the Engineer-in-charge to accept the plant should it on further Tests, after erection be found not to comply with the Contract.

41.0 Removal of Improper Works, Materials and plant & Machinery:

- 41.1 The Engineer-in-charge or Engineer's Representative shall be entitled to order from time to time:
 - (a) the removal from the site, within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.
 - (b) the substitution of proper and suitable materials, and
 - (c) the removal and proper re-execution, notwithstanding any previous tests thereof or "on account" payments thereof, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order the Railway shall be entitled to rescind the contract under the clause 62 of GCC.
 - (d) The removal from the site of any plant and machinery which in his opinion are not in accordance with the specifications and site requirements.

42.0 Sufficiency of Construction Plants and Equipments

- 42.1 It will entirely be the responsibility of the contractor to mobilize sufficient construction plant and construction machinery in very good working condition and to the satisfaction of Engineer-in-charge. All the machinery, tools and plant including spare parts, fuel, consumable stores and labour that are required for the efficient and methodical execution of the works. However, the main construction equipment must be accepted by the Engineer-in-charge before they are deployed on the project for the start of the construction works.
- 42.2 Any delay resulting from improper selection of equipment by the Contractor, their rejection of the Service and resubmission with new data will not constitute grounds for the Contractor to an extension of the contractual deadline for completion of the Project, or any compensation thereof.

- 42.3 If during the course of execution of works, it is found that such plant and machinery mobilized by the contractor are inadequate for the timely completion of works, the contractor shall undertake to augment the plant and equipment to the satisfaction of Engineer- in- charge.
- 42.4 The contractor should also make sure that he has ready access to expert manpower to operate these plant and machinery efficiently and effectively.

43.0 Power Supply

- 43.1 The responsibility to procure adequate power supply is that of the Contractor. Corporation may only assist contractor to get grid power for their bonafide use at works from State/Union Government but without any liability or responsibility on the Corporation. The requirement of power shall be substantial to operate all electrical equipments. Standby D.G. Sets will also be provided by the contractor at his own cost to have uninterrupted power for 24 hours a day for 100% connected load and contractors facilities.
- 43.2 Contractor shall provide adequate lighting facilities during execution of work and special lighting for inspection.

44.0 Site Office / Rest house/Site laboratory for Railway:

- 44.1 The contractor shall provide temporary site office for use of KRCL officials. The other logistic shall be arranged by KRCL.
- 44.2 **Porta Cabins**: The site offices with porta cabin are proposed at site. The contractor shall provide Porta Cabins (Shipping containers) of approved make (nominal size 20' x 10') with requisite furnishing and fixtures.

Sr.	Contents	Nos
1	Window A/C cavity without AC, with detachable shutters	1
2	3'x 3' sliding widow with MS grill	2
3	6'x 2 ½' doors	1
4	Paneling on all sides (including ceiling) of decorative laminated particle board	As per size
5	Wall to Wall vinyl flooring	As per size
6	Electrical fittings	
a	Branded Electrical Concealed Wiring (Poly Cab) Switch & Socket point on every 3000mm.	
b	Tube lights	3 nos
С	Fans	2 nos
d	Telephone points	2 nos
e	External bulk head light	1 no
f	15 Amp Switch with sockets	1 no
g	5 Amp Switch with sockets	4 nos

Sr.	Contents	Nos
h	Electrical Switch boards inside	1 no
i	Main Switch outside container	1 no
j	15 Amp MCB for A/C	1 no

The porta-cabins may have to be brought to site in knockdown condition, if required. **Note**: The contractor shall arrange for the preparation of plinth for proper placement of these porta cabins. The cost of preparation of plinth is deemed to be included in the rates quoted by the tenderer. No separate payment shall be made to this item.

44.3 Site Laboratory: Deleted

(I) TELECOMMUNICATION AND OTHER FACILITIES

45.0 Telecommunication Facilities

- 45.1 The contractor shall install and maintain telecommunication facilities in perfect working order at all times during the period of the work concerned connecting all work sites with a responsible employee of the contractor sitting at an accessible place so as to afford prompt telecommunications over such telephone throughout the full working hours every day. The contractor shall also install, maintain and operate such other telecommunication as may be necessary for safe and efficient execution of the work. All such facilities shall comply with statutory requirement and be subject to the approval of the Engineer in charge. Authorized representatives of Corporation shall have free use of such telecommunication and signal facilities.
- 45.2 The entire cost of providing and maintaining such a telecommunication shall be deemed to have been included in the percentage rate tendered in Schedule of Items, Rates and Quantities. The telecommunication facilities should be provided where ever required.

(J) PROTECTION OF ENVIRONMENT

46.0 Protection of Environment

46.1 General

During execution of works, the Contractor and permitted his sub-contractors, petty contractors shall abide at all times by all existing enactment on environmental protections and rules made there under, regulations, notifications and bye-laws of the State or Central Government or local authorities and any other law, bye-law, regulation that may be issued in this respect in future by the State or Central Government or local authority. Salient features of some of the laws that are applicable are given below:

46.1.1 The Water (Prevention and Control of Pollution) Act, 1974

This provides for the prevention and control of water pollution and maintaining and restoring of wholesomeness of water. "Pollution" means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

46.1.2 The Air (Prevention and Control of Pollution) Act, 1981

This provides for prevention, control and abatement of air pollution. "Air Pollution" means the presence in the atmosphere of any "air pollutant", which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

46.1.3 The Environment (Protection) Act, 1986

This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. Environment includes water, air and land and the inter-relationship which exists among and between water, air and land, other living creatures, plants, micro-organism and property.

46.1.4 The Public Liability Insurance Act, 1991

This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation, which is defined as hazardous substance under the Environment (Protection) Act, 1986, and exceeding such quantity as may be specified by notification by the Central Government.

46.1.5 Environmental & Forest clearances

Environmental & Forest clearances for the project will be obtained by the Railways. The contractor must organize his work in such a way that the ecology of the area is least affected adversely. The instructions issued in this regard will have to be carefully followed. Particular attention is required in case of making the pits for taking out the earth from the quarries and also in the dumping of cut spoils, etc.

46.2 **Environmental Management Plan during construction:** Contractor shall take adequate care at his own cost for the following measures:

- 46.2.1 Avoid generation of dust due to construction activities. Construction site should be watered adequately and periodically to minimize fugitive dust generation.
- 46.2.2 All possible and practicable measures to control dust emission during drilling operations.
- 46.2.3 Exhaust emissions from all construction equipments shall adhere to vehicle emission norms laid out by Central Pollution Control Board.

- 46.2.4 Chassis, engine and body of all vehicles used at site shall be clean, free from surplus oil and grease. Regular maintenance of all vehicles shall be ensured. Fuel tank, feed lines, lights, brakes, steering mechanism, other parts shall be in good working order. Damaged silencers of construction vehicles shall be promptly replaced. Vehicles shall be in proper maintained condition in all respects for the safe driving, transportation and working.
- 46.2.5 No lubricants, oil, solvents or paint products should be allowed to discharge into water courses, either by direct discharge, or as contaminants carried in surface water runoff from construction site.
- 46.2.6 Domestic sewage generated from site toilets and washing facilities provided for construction workers should be collected separately and disposed off or appropriately treated to comply with statutory requirements and as per instructions of Engineer-In-Charge.
- 46.2.7 Labour force in the labour camps should use LPG cylinders to avoid encroachment on forest area during construction phase.
- 46.2.8 The contractor is required to comply with all precautions as required for the safety of workmen as per the applicable labour law.
- 46.2.9 Adequate precautions shall be taken to prevent danger from electrical equipments.
- 46.2.10 All machines/equipments used shall conform to the standards/codal provisions and shall be regularly inspected and calibrated.
- 46.2.11 The electric wirings shall be well insulated and firmly secured.
- 46.2.12 A readily available first aid unit including an adequate supply of sterilized dressing material and appliances shall be provided as per the requirements under the Factory Act. Depending upon the number, the health facilities shall be arranged as WHO Norms.
- 46.2.13 Anti-malarial measures shall be complied. Regular cleaning of drains carrying waste water shall be ensured.

(K) MANPOWER

47.0 Employment of Qualified Engineers

47.1 The contractor shall employ at site sufficient number of technical staff such as qualified Construction Leader/Project Manager, Site Engineers and Site Supervisor etc. as mentioned in clause 48.2.4 below. The minimum number required to be deployed for these positions is stated in Clause No. 48.2.4 below.

47.2 Organisation

- 47.2.1 The contractor shall submit to the Engineer-in-charge, not later than 30 days from the date of award of contract, the organization chart showing following key positions, and CV's of the incumbents and the brief job descriptions. The Engineer-in-charge shall issue Notice of "No-objection" or otherwise for the appointment of "key positions" within 5 working days of such submission.
- 47.2.2 The performance of personnel shall be under observation by Engineer-incharge. In case the performance of any personnel is not upto the mark, as

- decided by Engineer-in-charge, a report shall be put up by him to Chief Engineer and the decision of Chief Engineer shall be final and binding. In case replacement is required, contractor shall be responsible for replacement of such personnel; duly following the procedure as in clause 47.2.1.
- 47.2.3 If KRCL finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal offence, then KRCL shall order in writing for replacement of such personnel. Contractor shall, provide the replacement with the procedure prescribed in clause no. 47.2.1
- 47.2.4 The number of key positions and their eligibility criteria are as below:-

Sr	Position and Minimum Eligibility	Requirement in Nos.
1	Site Engineer - Electronics or Electrical Engineering Graduate/ Diploma with 2 years of relevant experience	1
2	Site Supervisors - Graduate in any discipline.	2

- 47.2.5 The contractor shall submit the list of personnel (clause 47.2.4) available at site with every "on account" monthly bills.
- 47.2.6 No objection by Engineer-in-charge to the Contractor's organization, shall not absolve the contractor of his responsibility, in any way, under the contract.
- 47.2.7 The above staff shall be deployed within 30 days from issue of LOA.Failure to deploy the minimum technical staff as brought out above will make contractor liable for penalty as under for default period:

 Site Supervisor Rs.30,000/- per month or part thereof

 Site Engineer Rs. 45,000/- per month or part thereof
- 47.2.8 The Contractor's technical staff should be available at site to take instructions from the Engineer-in-charge.
- 47.2.9 The list of names, qualification and experience of these personnel should be furnished along with the tender documents.

(L) LABOUR

48.0 Payment of Wages act & Minimum wages

- 48.1 Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:
 - a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details within 7 days from issue of Letter

- of Acceptance. Engineer-in-charge shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- b) Contractor once approved by any Engineer-in-charge, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA)/Contract Agreements on "Shramikkalyan" portal within 15 days of issue of any LOA for approval of concerned Engineer-incharge. Engineer-in-charge shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- d) After approval of LOA by Engineer-in-charge, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- 48.2 While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee/Security deposit', contractor shall submit a certificate to the Engineer-in-charge or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at www.shramikkalyan.indianrailways.gov.in till 12.0 Month, Year.

49.0 Contractor to indemnify Corporation

The Contractor shall keep the Corporation indemnified in case any action is taken against the Corporation by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Corporation is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for nonobservance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer-in-charge or his representative/Corporation shall have the right to deduct any money due to the Contractor including his amount of performance security. The corporation/Engineer-in-charge or his representative shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the corporation.

50.0 Claims on account of violation of labour laws

50.1 If any money shall as a result of any instructions, directions or decisions from the authorities or claim or application made under any of the labour laws or regulations be directed to be paid by the Engineer-in-charge because of any failure of the

Contractor, such money shall be deemed to be money payable to the Engineer-incharge by the Contractor and on failure of the Contractor to repay the Engineer-incharge any money paid or to be paid as aforesaid within seven days after the same shall have been demanded, the Engineer-in-charge shall be entitled to recover the amount from any money due or becoming due to the Contractor under this or any other contract with the Employer. The Engineer-in-charge shall not be bound to contest any such claim or demand unless the Contractor makes a written request for it, and Contractor's reasons for contesting are considered reasonable by the Engineer-in-charge and the Contractor deposits the full cost that the Engineer-incharge may have to incur in contesting the case.

- 50.1.1 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Corporation at any point of time.
- 50.1.2 Some major laws applicable to establishments engaged in building and other construction work are given hereunder for reference. These shall be applicable within the latest statutory amendment as on the date of cause of action.
 - (i) Workmen Compensation Act 1923
 - (ii) Payment of Gratuity Act 1972
 - (iii) Employees P.F and Miscellaneous Provision Act 1952
 - (iv) Maternity Benefit Act 1951
 - (v) Provision of Contract Labour (Regulation & Abolition) Act 1970.
 - (vi) The Building & other Construction workers welfare cess Act, 1996.
 - (vii) Minimum Wages Act 1948
 - (viii) Payment of Wages Act 1936
 - (ix) Equal Remuneration Act 1979
 - (x) Payment of Bonus Act 1965
 - (xi) Industrial Disputes Act 1947
 - (xii) Industrial Employment's (Standing Orders) Act 1946
 - (xiii) Trade Unions Act 1926
 - (xiv) Child Labour (Prohibition & Regulation) Act 1986
 - (xv) Inter-State Migrant workmen's (Regulation of Employment and Conditions of service) Act 1979

51.0 Employees Provident Fund

- 51.1 As Per Section 36(b) of the Employee Provident Fund Scheme 1952, every contractor shall within seven days of the close of every month, submit to the principal employer a statement showing the recoveries of contributions in respect of employees employed by or through him and shall also furnish to him such information as the principal employer is required to furnish under the provisions of the scheme to the Provident Fund Commissioner.
- 51.2 The Contractor shall be liable to pay before the due date his contribution, employee's contribution and other administrative charges as per provisions of the Employees Provident Fund Act as amended from time to time, in respect of all the staff and labour employed by him for the execution of the contract. In the event of

- his failure to follow the above provisions, the Corporation has to pay the said amount of contribution as assessed to the Provident Fund Commissioner and the Corporation will recover from the Contractor the amount paid to the Provident Fund Commissioner, out of the sums due and payable to the Contractor.
- 51.3 In such case of failure on the part of Contractor, Contractor shall indemnify and save harmless the Corporation from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Corporation by reasons of any act or omission of the Contractor, his agents or employees in connection with complying the provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952 as amended from time to time. All sums payable by way of compensation / penalty / damages / interest on the outstanding amounts payable by the Contractor shall be considered as reasonable and be payable by the Contractor to the Corporation immediately and if the Contractor does not pay the amount immediately the same will be deducted from the security deposit or Bid Security or any other amount available with the Corporation or any money payable to the Contractor by the Corporation.
- 51.4 Contractor should submit a Compliance Certificate along with the details of employees and recoveries made to the Konkan Railway Corporation as per the Proforma (**Appendix-6D**) mentioned every month within seven days of the close of every month as per the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 as amended from time to time.

52.0 Employees Pension Scheme

52.1 As per section 22 of the Employees Pension Scheme, 1995, every contractor shall submit to the principal employer within seven days of the close of every month a statement showing the particulars in respect of employees employed by or through him in respect of whom contributions to the Employees Pension Fund are payable and shall also furnish to him such information as the principal employer is required to furnish under the provisions of this scheme to the Commissioner.

53.0 Engagement of local labour, land oustees, transporter and other service facilitators

53.1 As far as possible, local vehicles to be hired and employment shall be given to local youths of Maharashtra state for skilled, unskilled categories of workmen like drivers, cooks, computer operators, labours etc. by the contractor as per their requirement. Contractor shall regularly clear the payment of employees, transporters, sub-contractors etc.

(M) ARBITRATION AGREEMENT

54.0 Settlement of Disputes

- 54.1 For settlement of disputes with central PSUs, the procedure as per extant orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises and Government of India shall be followed.
- 54.2 In addition to list of excepted matters provided in clause No. 63 of GCC the following clauses of Special Conditions shall also be treated as "excepted matters"

a) Special Conditions of Contract Part A

- (i) Clause No. 18.1
- (ii) Clause No. 20.2
- (iii) Clause No. 23.1
- (iv) Clause No. 25.2
- (v) Clause No. 35.1
- (vi) Clause No. 38.1
- (vii) Clause No. 48.2

55.0 Settlement through Court

- 55.1 It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clause No.63 & 64 of Konkan Railways Standard General Conditions Contract July 2022.
- 55.2 The contract shall be governed by the law for the time being in force in the Republic of India. In case of any disputes/differences resulting in court case/s between contractor & KRCL, the jurisdiction shall be of Courts at Mumbai only.

SPECIAL CONDITIONS OF CONTRACT (Part B)

SPECIAL CONDITIONS OF CONTRACT (PART B)

1.0 <u>Introduction:</u>

1.1 This section deals with the technical specifications of the work. The Work shall be carried out to the satisfaction of the Engineer-in-charge and conform to the location, lines, dimensions, grades and cross-sections shown in the drawings or as directed by Engineer-in-Charge. The salient features, quality of materials and finished work shall comply with the requirements set forth in the succeeding sections. Where the drawings and specifications describe a portion of the work in only general terms, and not in complete detail, it shall be understood that only the best general practice is to prevail, materials and workmanship of the best quality are to be employed and instructions of the Engineer-in-charge are to be fully complied with. Specifications for some of the items of work are based on current specifications and recommended codes of practice.

2.0 Site Condition

2.1 The existing 12 Core OFC fiber is communication backbone between CBD Belapur (the train control office located at Corporate Office) to Thokur on KR route, and extended upto Konkan Rail Vihar, Nerul at Mumbai end and Mangalore Railway station at Southern Railway End (Via Panvel Apta ,Pen, Kasu Roha through Central Railway). Now it is planned to replace the old 12Core OFC with new 24 Core OFC cable. The details of Section for were the work of replacement New 24Core is proposed

	Section	CH-KM			Length of
Sr.		From	То	Section Length KM	Cable Laying KM
1	NERUL-BELAPUR	35/604	38/300	4	4
2	BELAPUR-KHARGAR	38/300	40/600	2.9	2.9
3	KHARGAR-MANSAROVAR	40/600	42/200	2.6	2.6
4	MANSAROVAR- KHANDESHWAR	42/200	45/300	4	4
5	KHANDESHWAR-PANVEL	45/300	68/000	3.5	1.94
6	PANVEL-SOMATANE	68/000	73/000	6	4.75
7	SOMATANE- RASAYANI	73/000	80/000	8	4.83
8	RASAYANI- APTA	80/000	83/201	4	2.21
9	APTA-JITE	83/201	93/000	11	8.96
10	JITE-HAMARAPUR	93/000	98/000	5.5	4.5
11	HAMARAPUR -PEN	98/000	103/800	6.5	6.5
12	PEN-KASU	103/800	117/200	14.7	10.14

Sr.	Section	CH-KM		Section	Length of
13	KASU -NAGOTHANE	117/200	130/600	15	11.74
14	NAGOTHANE -NIDI	130/600	139/200	9.3	6.75
15	NIDI-ROHA	139/200	143/600	5	2.702
				102	78.5

2.2 For better appreciation of the site layout and general arrangement please refer Fig.1 in drawing section (Annexure -5) of the tender document.

3.0 Scope of work:

Replacement of KRCL old 12 core OFC cable with new 24 core OFC cable between Nerul to Roha section

- **3.1** The broad scope of work consists of the following:
 - 3.1.1 Supply & laying 24 Core OFC
 - 3.1.2 Supply of HDPE duct pipe as per Schedule.
 - 3.1.3 Excavation of cable trenches in all kind of soil as per Schedule.
 - 3.1.4 Excavation of cable trenches in rocky area and concreting thereafter as per Schedule.
 - 3.1.5 Track crossing & Road crossing as per schedule
 - 3.1.6 Provision of OFC pit as per Schedule
 - 3.1.7 Blowing of 24F OF cable into HDPE duct by using blowing machine as per schedule.
 - 3.1.8 Jointing ,Testing of New OFC cable with OTDR
- **4.0 Corporation's Scope of Work:** Following works to be done by the Corporation: -
 - 4.1.1 Provision of site for work.
 - 4.1.2 Planning and guiding contractor regarding cable route, marking site location and other site details etc.
 - 4.1.3 Supervision of work.
 - 4.1.4 Co- ordination with other departments of the Railways & Local authorities.

5.0 Technical Specification of work:

5.1 Cable Trench:

5.1.1 The representative of engineer in charge of the work will mark the route of the cable in white chalk or lime as per the tapping and route plan and instructions given to him by the Engineer, notwithstanding the cable route shown in the tapping and route plan to meet the requirement of local conditions at site, if any and as required shall be taken by the Contractor to be final. The Contractor shall be present at the time of marking and he shall furnish to the Engineer's representative required quantities of lime, rope, labour, etc, for carrying out the work. The marking will be given on the track side of the

- trench, in difficult terrains such as water logged areas the positions of the cable route will be specified by offsets from the center line of the nearest track.
- 5.1.2 The excavation shall include excavation of trial holes, removal & restoration of ballast cess, clearing bushes and roots of trees along the trenches.
- 5.1.3 Excavation of cable trench shall be made in all kinds of soils including clearing roots of trees, rocks etc., to a depth of 1.2 mtr and to a width of not less than 0.3 mtr, providing proper protection as required by Railways while crossing power cables, pipe lines etc., The bottom of the Trench shall be leveled and got rid of any sharp materials. Trenches shall be straight as far as possible and steep angles shall be avoided. Alignment of the main cable route as well as track/road crossings will be indicated by Railways. In places where underground pipes, electric mains, etc, come in the way trenches deeper than 1.2/1.0 mtr. shall be dug as necessary and HDPE/GI/RCC/DWC pipes shall be placed to protect the cables.
- 5.1.4 Wherever if rock formation is experienced and trenching cannot be done to a depth of 1.2 mtr, the trench shall be dug as far as possible and protective measures taken to avoid damages of cable as decided by the Railway's representative. Payment of trenching shall be made proportionate to the depth of trench and no payment shall be made for any extra excavation carried out in the slope and width of the trench. The contractor, who supervises the excavation, shall take the shoring materials ready on hand, so that on banks where ashes or loose materials are encountered, shoring can be adopted. However the minimum depth shall not be less than 300mm for laying RCC/HDPE/GI pipes in hard murrum. Whenever rocky soil is experienced, concreting has to be done for a depth of 300mm after laying the cables to protect them.
- 5.1.5 If the terrain is rocky, it may not be possible to ensure normal dimensions of the trench. In such cases cable duct 150 mm wide x 300 mm deep for laying of cable in rocky area and refilling the duct (after cable laying in GI pipe or HDPE duct) with Cement concrete mixuture 1:3:6 and grouting the ends at either side of rocky portion using concrete mixture, where Optimum depth (minimum 0.6 mtrs) is not possible and which is verified and agreed by engineer in Charge of the work or his representative. Sharp edges on the sides must be smoothened out and bottom of the chase should be leveled.
- 5.1.6 Where digging of depth as specified is not possible, the depth can be reduced with the approval of the engineer in charge.
- 5.1.7 It is desirable that the excavation of trenches is not done in long lengths and does not remain uncovered overnight. It is preferable that trenches are dug, cable laid and refilling done on the same day.
- 5.1.8 During excavation of the trenches, the earth should not be thrown on the ballast. The earth should be thrown by the side of the trenches, away from the track. Complete excavated earth shall be back filled in the trench after laying

- the cable and well rammed.
- 5.1.9 Refilling of the cable trenches with the earth and placing and fixing of cable markers at an interval of 30 mtr throughout the cable route and also on either side of track crossings along the cable route shall be done. The cable marker shall be concreted to a depth of 0.3 mtr from the top of the cable marker to avoid theft and shall be provided with cement coping.
- 5.1.10 Before the cable/conduit is actually laid, the Contractor's representative and the Engineer's representative shall jointly inspect the quality and depth of trenches/chases. The measurements for all these items will be suitably recorded by the Engineer's representative who will permit the laying of cables after issuing the certificate that the works have been done as required by the specifications.

5.2 Laying of Cable:

- 5.2.1 Before the cables are laid, a visual inspection of cable shall be made and it shall be tested for insulation and continuity of cores. If there is wide disparity between insulation of different conductors, the conditions of the cable should be thoroughly checked before permitting its use. Bedding and armoring shall be inspected to see that there has been no damage during transit or in storage. In case where the wheels are not available or the area is not convenient for rolling the wheels along with route, the drum shall be mounted on the axle at one end of trench and cable paved out. It should be carried out by adequate number of men ensuring that the insulation of the cable is not damaged and no kink/twist is formed. In no case shall the drum be rolled on the road for lying of cables and the cable dragged on the ground for laying purposes. The cables shall be laid gently into the trench and not thrown out under any circumstances. Before laying of cable in the trench, a visual inspection shall be adequate for any damage or defect throughout its length.
- 5.2.2 Optic **Fibre** cables shall be laid as close to the track as possible. The cable track separation distance both within station limits and in the block section generally not to exceed 6 Meters.
- 5.2.3 OFC cable shall be laid in Permanently Solid lubricated HDPE Telecom Pipe, through which OFC cable to be blown / drawn. HDPE has to be continuous in length and has to be provided through D.W.C pipes, GI pipes etc,
- 5.2.4 Cables shall not be normally taken over the running tracks at the time of cable laying by the contractor as this is likely to cause accident to trains and damage to cables. If at any time the cable has to be taken across the track either in full drums or in spread out conditions, it shall be done only in the presence of Railway Supervisory staff and also after safety precautions have been taken to post flagmen on all the sides as may be required to stop any train approaching the site of the fouled line.
- 5.2.5 After the optic fibre cable/power cables are covered with soil, one layer of country bricks, shall be placed closely breadth wise.
- 5.2.6 In order to be certain that the full requirement of Bricks has been

transport/arranged by the contractor for placing them on the top of the cable laid as per drawing on same day, he shall arrange to spread the Bricks side by side on the top of the trenches before the depth of the trenches are jointly inspected with Railway's, contractor

- 5.2.7 At each end of the main cable/tail cable/power cables an extra coil length of 6 to 8meters should be kept.
- 5.2.8 Wherever, the cable coil pits are required to be provided, the cable coil pit shall be excavated as instructed by railway representative at site in rear of OFC room/EI distributed huts, location boxes, LC gates lodge etc.

5.2.9 Instructions which are likely to affect traction installations are given below:

- (a) When the cable is laid at a depth greater than 0.5m, a minimum distance of 3m shall be maintained between the cable and the nearest edge of the traction mast foundation. If it is difficult to maintain the distance of 3m, the lateral distance of cable from the nearest edge of the traction mast foundation can be reduced upto 0.5m provided that the depth of the cable does not exceed 0.5m and the cable shall be laid in concrete pipe of 150mm dia for a distance of 3m on either side from the mast. These precautions are necessary to avoid damage to the cable in the event of the failure of an overhead insulator.
- (b) In the vicinity of switching stations, the cable shall be laid in the ground at least 1m away from any metallic structure of the switching station and at least 5m away from the station earthing system. The distance of 5m can be reduced to 1m provided the cable are laid in concrete pipes.
- (c) Where an independent earth is provided for an OHE mast / structure i.e. where the mast is connected to a separate earth instead of being connected to rail, the cables shall be laid at least one metre away from the earth.
- (d) Where there are traction mast / structures along the cable route, the cable shall be laid in the trench which should be as far as possible but not less than 5.5 m from the centre of the track.
- (e) Where cables have to cross the track, concrete pipes must be used for crossing. The use of GI pipes or any form of metallic pipes is prohibited within a distance of 300 meter from the feeding post. Similarly galvanized iron metallic pipes are prohibited in close proximity to switching station earth or traction masts.
- (f) Induced Voltage in unscreened cable laid close to the track/OHE is 87.5 V/Km. Therefore the armour of OFC Cable shall be cut open (50 mm) at every 1.6 Km. and the armour cut be protected with heat shrink sleeve, to limit the induced voltage to 150 V.

5.3 TRACK/ROAD CROSSINGS:

- 5.3.1 Whenever OFC/signalling/power cable has to cross the track/road, it shall be ensured that:
 - (a) The cable crosses the track/road at right angles.

- (b) The cable normally does not cross in between or inside points and crossings.
- (c) The track/road crossings to be carried out as per the drawings.
- (d) The work includes removal of ballast, cutting of trench across track/road at the places indicated by the Railways and covering the trenches after placing RCC pipe/HDPE/DWC/GI pipes in position.
- (e) RCC pipe/any other pipes as per schedule shall be provided for track/road crossings. For each road crossing, required number of pipes shall be provided depending upon the width of the road.
- (f) The road surface shall be restored to original

5.3.2 Horizontal Boring Method

Track crossing by horizontal boring method at a depth 1.4 to 2.1 mtr from bottom of sleeper, includes the supply and insertion, pushing of GI pipe (80 mm) confirming to IS:1239 heavy class in the bore drilled with coupler between 2 pipes all the joints of casing pipes should be tight and leak proof. The work shall be done as per extent practice and instruction by the Engineer at site.

5.4 BRIDGE CROSSINGS:

5.4.1 **On Steel Bridges**: The cables are to be laid through HDPE/GI pipe/trough and taken through HDPE/RCC/GI pipe on either ends suitably buried on both sides of the bridges for a sufficient depth so as to meet the bottom of the cable trench, then fixing the pipe in concrete of size 0.5m X 0.5m in both abutments. Separate pipes/troughs shall be used for power/signalling cables. Suitable supporting clamps shall be manufactured as required by Railways at the rate of 1 clamp/meter depending upon the type of girder. All the above works shall be carried out presence of Railway representative only.

5.4.2 Laying Cable In Pipe, At Major Bridges Provided With Duct

The HDPE/DWC/G.I. pipes with off-set both ends and with coupling wherever required as per Railway requirement, shall be laid inside the ducts provided at bridges after which the cables shall be laid in inside the pipes. The work is includes protection of HDPE/DWC/G.I. Pipe with Cement concrete (1:2:4), the thickness of concrete shall be such that minimum cover available to pipe is 100 mm on all sides (ref. drawing). Wherever required the concrete slab of duct shall removed with care and re-fixed after completion of work. Sharp edges on the sides must be smoothened out. The works shall be carried out as per the directives of Railway representative.

5.4.3 Laying Of Cable On Culvert:

On Culvert, the cables shall to be laid through GI pipe with off-set at both ends and with coupling wherever required as per Railway requirement, after clearing of base (ballast, stones etc) and G.I. pipe shall be protected with Cement concrete (1:2:4). The thickness of concrete shall be such that minimum cover available to pipe is 100 mm on all sides (ref. drawing). Sharp edges on the sides must be smoothened out. Separate pipes/troughs shall be

used for power/signalling /Quad cables. The works shall be carried out as per the directives of Railway representative.

5.4.4 <u>CABLE LAYING ON PLATFORM</u>

The work include removing/breaking of existing RCC slab/concrete on the passenger platform, trenching to a required depth and laying cables and covering the trench, replacing the removed slabs of re-plastering with cement, mortar and restoring to the original condition as per the Railway representative at site. Wherever duct is provided on platform the cable should be laid through the duct covered with sand.

5.5 Laying Of Cables In Tunnels

In Tunnels the cable shall be laid in DWC pipe and clamped on tunnel wall as per drawing.

5.6 Cable Markers:

Supply, transportation and fixing of cable route markers shall normal be provided at distance of 50 m on the cable route at places/corners where the route of the cable changes on either side of the culverts and bridges, LC gates, road cuttings, cable pits etc. as per drawing No. RVNL/S&T-022/2005 using 1:3:6 Cement, Sand Coarse and concrete mixture with letters engraved as KR/ S&T CABLE as specified by Engineer-in-charge.

5.7 Optical Fibre Cable Splicing

OFC Splicing shall be adopted for splicing of Fibres as specified as per Indian Railways Telecom Manual – 2021 Section X

5.7.1 ACCEPTANCE TEST FOR FIBRE OPTIC CABLE

The Procedure for Testing of Fibre Optic Cable shall be jointly finalised by Contractor with Engineer of the Railways. The parameters specified by manufacturer shall be taken as reference. The Test shall be conducted from cable hut/station to cable hut/station, after the Splicing & termination Joints are completed. The length of cable (as per marking in cable & as measured by OTDR) loss in cable, average loss per Km., No. of Splices, Splice loss, etc. shall be recorded and jointly signed as per pro-forma given below.

5.7.2 <u>Testing of fibers</u>

Testing consists of **OTDR** reading and **power meter** reading of all fibers. Station to station testing is required for fibers terminated at block stations. Run through fibers may be tested form end-to-end terminations only. OTDR readings are to be taken in 1310 nM and 1550nM windows and one set of readings to be recorded in soft as well as hard copy and submitted to the CSTE duly counter signed by contractor's authorized representative and Railway Engineer -in - charge.

Reports: The reports consists of (a) tabulation of all events reported by OTDR of more than 0.2 db over the section for all fibers tested, (b) Tabulation of power loss from A-B & B-A direction, average and loss per km in both 1310

& 1550 nM.for all the fibers tested.

Route: ----- Date: -----

Station: ----- No. of midsection

Section: ----- Measured by: -----

splices: -----

Length Length as per meter

NOTE : Also Attach OTDR Results |----|

No. of Cable drum used in the section: -----

Visual Inspection (On Line):

5.7.3 ACCEPTANCE TEST FOR FIBRE OPTIC CABLE

The Procedure for Testing of Fibre Optic Cable shall be jointly finalised by Contractor with Engineer of the Railways. The parameters specified by manufacturer shall be taken as reference. The Test shall be conducted from cable hut/station to cable hut/station, after completion OFC. The length of cable (as per marking in cable & as measured by OTDR) loss in cable, average loss per Km., No. of Splices, Splice loss, etc. shall be recorded and jointly signed as per pro-forma given below.

TEST PROTOCOL FOR OPTICAL FIBRE CABLE SYSTEM

(by OTDR): marking on cable sheath				
Measurement	Fibre - number	Accepted Value		
Total attenuation at a)1300nm with OTDR b)1550nm with OTDR				
Total attenuation per Km:		0.40 dB/Km(1310nm) 0.25 db/km(1550)		
Splice Loss in dB with OTDR Location		Average splice loss		
OHE Mast No./ Hectometre post				
A. B. C. D. E.				
Average splice Loss				

S.No. of cable and length of each drum:

S.No. LENGTH

1		N
_	•	17.

2. -----M

3. -----M

4. -----M

5. -----M

Contractor's Representative

Railway Representative

5.8 Specification of Splicing Machine (Fusion Splicer)

Description	Parameter	
Number of Fiber	Single	
Applicable Fibers	SM (ITU-T G.652&G.657)/MM (ITU-TG.651)/DS (ITU-T G.653)/NZDS (ITU-TG.655)	
Compatible Fiber/Cable	0.25 ~ 0.9 mm	
Cleaved Length	Diameter: 0.125 ~ 1 mm / Length 8 - 16 mm	
Cladding Diameter	80 - 150 μm	
Splicing Mode	Max 128 modes	
Heating Mode	Max 32 modes	
Typical Splice loss	SM: 0.02dB / MM: 0.01dB / DS: 0.04dB / NZDS: 0.04dB / G.657: 0.02dB (ITU-T standard)	
Return Loss	>-> 60 dB	
Lighting	3 White LEDs	
Splicing Time	Quick mode: 7 sec / Auto mode: 9 sec	
Estimated Splice Loss	Available	
Protection Sleeve Length	20~60 mm	
Heating Time	FP-03 typical heating time: 13 sec	
Results Storage	The last 10000 results	
Tension Test	1.96-2.25N	
Operating Condition	Operating Altitude: 0~5000m above sea level / 0~95% relative humidity / -10~50°C /Max Wind 15m/s	
Storage Condition	0~95% relative humidity / -40~80°C	
Display	90° bi-directional view, 5.0" colour high resolution display	

Description	Parameter	
Fiber view & magnification	X, Y, XY, X/Y: 520X Magnification	
Power Supply	AC Input 100-240V, DC Input 9-14V	
No. of Splicing and Heating with Battery	4200mAh Battery Capacity / Typical 170 times (Splice + Heat)	
Operating Methods	Automatic arc calibration by air pressure & temperature	
Electrode Life	5500 arcs, can be extended by using an electrode grinder	
Terminal /Ports	USB 2.0 / Mini USB	
Warranty	One year from the date of delivery	
Note: Before placing order for the splicing machine, the make and model shall be got		

approved from KRCL Engineer-in-charge

5.9 Specification of Optical Time Domain Reflectometer (OTDR)

- The supplier shall provide software that will convert files from the OTDR data (a) standard to the suppliers existing file format as per Telcordia document No.SR-4731 (latest issue), if needed.
- (b) As and when bugs are found/determined in the software, manufacturer shall provide patches and firmware replacement free of cost for three years.
- The Warranty shall be for a period of One year from the date of delivery. (c)
- (d) The supplier shall have maintenance/repair facility in India.

Description	Parameter
Display	7-inch outdoor-enhanced touchscreen, 800*480 TFT
Interfaces	Two USB 2.0 ports, RJ45 LAN 10/100
Storage	2 GB internal memory
Batteries	Rechargeable lithium-polymer battery
Power supply	AC/DC adapter, Input 100-240 VAC, 50-60 Hz
Wavelength (nm)	1310 + 20/1550 + 20/1625 + 10/1650 + 5
Dynamic range (dB)	38 or above
Event dead zone (m)	0.5
Attenuation dead zone (m)	2.5
PON dead zone (m)	30
Distance range (km)	0.1 to 400
Pulse width (ns)	3 to 20 000
Linearity (dB/dB)	± 0.03
Loss threshold (dB)	0.01
Loss resolution (dB)	0.001
Sampling resolution (m)	0.04 to 10

Description	Parameter
Sampling points	Up to 256 000
Distance uncertainty (m)	+ (0.75 + 0.0025% U * distance + sampling resolution)
Measurement time	User-defined
Reflectance accuracy (dB)	+ 2
Typical real-time refresh (Hz)	4
Input power range (dBm)	1490 nm: -65 to 18
PON power meter (nm)	Two channels: 1490/1550
Broadband power meter (nm)	One channel: 1270 to 1625
Power uncertainty (dB)	+ 0.2
Calibrated Wavelengths (nm)	1310,1490,1550 and 1625
PON power meter spectral band (nm)	1450 to 1530
Broadband power meter spectral band (nm)	1270 to 1670
PON power meter selectable wavelengths (nm)	1490,1550,1490/1550
Broadband power meter selectable wavelengths (nm)	1270,1290,1310,1330,1350,1370,1390, 1410, 1430, 1450, 1470, 1490, 1510, 1530, 1550, 1570, 1577, 1590, 1610, 1625
Display resolution (dB)	0.1
PON power meter ORL (dB)	-55
Broadband Power meter ORL (dB)	-50
Warranty	One year from the date of delivery
Note: Before placing order for t	he OTDR machine, the make and model shall be got

Note: Before placing order for the OTDR machine, the make and model shall be got approved from KRCL Engineer-in-charge

5.10 Specification of Power Meter

Description	Parameter
Power meter port	InGaAsX
Power range (dBm)	26 to -50
Number of calibrated wavelengths (db)	5
Power uncertainty	+ 5%
Resolution (dB)	0.01
Display Units	dB/dBm/W
Tone Detection (Hz)	270, 1k, 2k
Battery Life (Hours)	>300
Relative Humidity	0% to 95% non-condensing

Note: Before placing order for the Power Meter, the make and model shall be got approved from KRCL Engineer-in-charge

5.11 Specification & list of items for Tool kit

Sr	Item Description	Unit	Qty
1	Round cable slitting ringing tool	No.	1
2	High precision fiber cleaver with blade life 18000 and FTTH fiber holder	No.	1
3	Optic fibre Stripper for armour cutting, longitudinal stripping tool.	No	1
4	Universal Screwdriver set with replaceable Bits	Set	1
5	Long Screw Driver Flat, Min 12 inch	No.	1
6	Long Screw Driver Star, Min 12 inch	No.	1
7	Measuring Tape 5 m	No.	1
8	Utility Knife. Taparia UK03	No.	1
9	Tweezers: Universal. Tweezers 14.3cm total long and 1cm for the widest part.Made of durable stainless steel.	No.	1
10	Hammer	No.	1
11	Fiber Stripper 0.6 -1.1 mm, 0.18-0.30 mm : for stripping tight jacketed fiber & 250 um coating respectively	No.	1
12	Square Nose Plier : Universal	No.	1
13	Needle Nose Pliers : Universal	No.	1
14	Cable Sheath/ Jacket Rotary Stripper	No.	1
15	Cable Cutter (suitable upto 25mm diameter of cable-suitable for cutting metal armour and strength member)	No.	1
16	Cable Alpha Cutter/ Hacksaw 6-8 inches with spare blades	No.	1
17	Allen Key set (4-10mm)	No.	1
18	Bolt Cutter - for cutting central strength member (Steel Wire) upto 2.2mm diameter	No.	1
19	Loose tube Cutter suitable for 1.5mm to 5.2mm diameter.	No.	1
20	Duct Cutter (suitable for 10mm to 42mm diameter of duct).	No.	1
21	Ceramic Kevlar Scissors: Universal, to cut Kevlar/ Aramid yarn, rip cord.	No.	1
22	Carrying Case for entire tool Kit	No.	1

Sr	Item Description	Unit	Qty
	Warranty: For all above itesms One year from the date of delivery		
	Note: Before placing order for the Tool kit, the make and model shall be		
	got approved from KRCL Engineer-in-charge		

6.0 Safety and Security

- **6.1** The works included in this contract are to be carried out close to the running tracks and public utilities, therefore, safety of running trains and the public is paramount. Therefore, all activities undertaken by the Contractor / his Sub-contractors shall ensure safety at all times. The contractor shall comply with the instructions issued by the Railway / Engineer / Employer from time to time to ensure safe running of trains while carrying out works. The rates quoted by the Contractor shall be deemed to include all expenditure incurred in compliance with the same.
- **6.2** Before starting any excavation work adjacent to existing track, the contractor shall ensure that necessary permissions have been obtained and required precautions have been taken for doing such work in terms Joint Procedure Order reproduced below:

"JOINT PROCEDURE ORDER FOR UNDERTAKING DIGGING WORK IN THE VICINITY OF UNDERGROUND SIGNALING, ELECTRICAL AND TELECOMMUNICATION CABLES"

- A. Α number works in of Engineering connection with gauge conversion/doubling/third line are in progress on various railways, which require extensive digging work near the running track, in close vicinity of the working S&T cables carrying vital safety circuits as well as electrical cables feeding the power supply to cabins. ASM room, RRI Cabin, Intermediate Block Huts (IBH) etc. Similarly, S&T organisation under open line or construction units under CSTE, are executing various Signaling and Telecom works requiring digging of earth for laying of cables or casting of foundations for the erection of signal posts etc. On certain sections digging is also required for laying of electrical cable and casting of foundation for the erection of OHE masts by Electrical Dept. Generally, these works are executed by contractors employed by these organisations.
- **B.** However, while carrying out these works in the vicinity of working signaling, telecommunication and electrical cables, at times, cable cuts take place due to JCB machines working along the track or during the digging work being done by contractors carrying out the Civil Engineering Works. Similarly, such cable cuts are also resulting due to works undertaken by S&T or Electrical departments. Such cable faults results in the failure of vital signaling and telecommunication circuits & electrical installations.

- C. Henceforth, the following joint procedure shall be followed by Engineering, Electrical and S&T (and Rail Tel organisation, wherever such works are being done by them) officers of the respective regions and by the construction organisation, while carrying out any digging work near to existing signaling & telecommunication and electrical cables, so that the instances of cable cut due to execution of works, can be controlled and minimized.
 - 1. S&T Department (and RailTel, where they have laid the cables) and Electrical department shall provide a detailed cable route plan showing exact location of cable at an interval of 200m or wherever there is change in alignment so that the same is located easily by the Engineering official/contractor. In addition, S&T department and Electrical department shall also provide cable markers along the alignment of the cable. These cable route plans shall be made available to the Sr.REN/REN or Dy.CE, as the case may be, by Sr.RSTE/RSTE or Sr. REE/REE of the divisions or Dy.CSTE or Dy.CEE within 15 days in duplicate. Sr.REN/REN or Dy.CE will send copies to their field unit i.e. AEN/SE/P.Way & Works.
 - 2. Before taking up any digging activity on a particular work by any agency, Sr.RSTE/RSTE or Sr.REE/REE of the section shall be approached in writing by the concerned Engg. or S&T or Electrical officer for permitting to undertake the work. Sr.RSTE/RSTE or Sr.REE/REE, after ensuring that the concerned executing agencies including the contractor have fully understood the S&T and Electrical cable route plan shall permit the work in writing within 7 days of the request by concerned department.
 - 3. After getting the permission from S&T or Electrical department as the case may be, the relevant portion of the cable route plan shall be attached to the letter through which permission is issued to the contractor by concerned Engg. official for commencement or work and ensuring that the contractors have fully understood the cable route plan and precautions to be taken to prevent damage to the underground cables. The contractor shall be asked to study the cable plan and follow it meticulously to ensure that the safety of the cable is not endangered. Such a provision, including any penalty for default, should form part of agreement also.
 - 4. The SE/P.Way or SE/Works shall pass on the information to the concerned SE (S&T) or SE/Electrical about the works being taken up by the contractors in their sections at least 3 days in advance of the day of the work. In addition Engineering control shall also be informed by SE/P.Way or SE/Works.

- 5. On receiving the above information, SE (S&T) or SE/Electrical shall visit the site on or before the date of taking up the work and issue permission to the contractor to commence the work after checking that adequate precautions have been taken to avoid the damage to the cables. The permission shall be granted within 3 days of submission of such requests.
- 6. The name of the contractor, his contact telephone number, the nature of the work shall be notified in the Engineering control as soon as the concerned Engineering officials issue the letter authorizing commencement of work to the contractor. Test room shall be given copies. Test room shall collect any further details from the Engineering Control and shall pass it on to S&T & Electrical officials regularly. In case the supervisors of concerned departments do not turn up on the day as advised in terms of para 4 and 5 above, the works of contractor should not be stopped on this account.
- 7. In case of works being taken up by the State Government, National Highway Authority etc., the details of the permission given i.e. the nature the work, kilometer etc. be given to the Engineering control including the contact person's number so that the work can be done in a planned manner.
- 8. Where the nature of the work taken up by the Engineering department is such that the OFC or other S&T cables or Electrical cables is to be shifted and relocated, notice of minimum one week shall be given so that the Region/Construction can plan the works properly for shifting. Such shifting works shall in addition, for security and integrity of the cables, be supervised by S&T supervisors/Electrical Supervisors.
- 9. The concerned SE/P.Way/SE/Works/SE (S&T)/SE/Electrical supervisors supervising the work of the contractor shall ensure that the existing emergency sockets are not damaged in view of their importance in providing communication during accident/emergency.
- 10. In case of minor nature of works where shifting of cable is not required, in order to prevent damage to the cable, the Engineering contractor shall take out the S&T or optical fibre cable or Electrical cable carefully from the trench and place it properly alongside at a safe location before starting the earthwork under the supervision of SE (S&T) or SE/Electrical. The cable shall be reburied soon after completion of excavation with proper care including placement of the brick over the cable under the supervision of S&T or Electrical supervisors. However, the work will be charged to the concerned engineering works. The responsibility for ensuring availability of SE (S&T), SE (Electrical) as per para 4 and 5 above lies with the respective department. The contractor will go ahead with the

- shifting of cables as per the program decided and he will not be held responsible for any cable cut.
- 11. In all the sections where major project are to be taken up/going on S&T department shall deploy their official to take preventive/corrective action at site of work. As regards Electrical Department, the official may be deputed on need basis.
- 12. No new OFC or quad cable shall be laid close to existing track. It shall be laid close to the Railway boundary on one side of the Railway track to the extent possible to avoid any interference with the future works (doubling etc.). It shall be ensured in the new works of cable laying that the cable route is properly identified with electronic or concrete markers. Wherever multiple cables are laid in a trench, RFID markers may be provided for easy identification of the cable. Henceforth, wherever cable laying is planned, before undertaking the cable laying work, the cable route plan of the same shall be prepared by the S&T or Electrical Department and shall be got approved from the concerned Engineer in-charge to avoid possible damages in future. Such approvals shall be granted within 15 days of the submission of the request.
- 13. The works of excavating the trench and laying of the cable should proceed in quick succession, leaving a minimum time between the two activities.
- 14. In case damage caused to OFC/Quad cable or Electrical cable during execution of the work, the contractor is liable to pay a penalty for damaging the cable. Penalty shall not be levied in case of the following:-
 - (i) Detailed cable route plan as per clause C-1 not provided by concerned department or cable is not protected as per laid down procedures.
 - (ii) The alignment of the cable does not tally with the information provided to the contractor.
 - (iii) The cable depth is found to be less than 800 mm from normal ground level.
 - (iv) No representative of S&T department was available at site guarding the cables on the fixed pre determined date and time.
- 15. Penalty to be imposed for damages to cable shall be as under:-

Cable damaged Penalty per location

- (i) Only Quad cable or Signalling cable Rs.1.0 Lakh
- (ii) Only OFC Rs.1.25 Lakh
- (iii) Both OFC & Quad Rs.1.5 Lakh
- (iv) Electrical Cable Rs.1.0 Lakh

Necessary debit in this regard shall be raised on the department undertaking the work who shall in turn levy the penalty on the defaulting contractor. S&T department shall raise the debits in case of damage to OFC or Quad or Signaling cable and Electrical department shall raise the debits in case of damage to Electrical cable.

16. Railways will not lodge FIR with RPF in case of works being executed by authorized contractors of Railways who have been duly permitted to execute the works in accordance with this JPO. Joint note by the supervisors of the concerned department shall be prepared and the responsibility of the cable cut should be decided without involving RPF.

The joint note deciding the fact whether the contactor should be penalized shall be completed in a day's time from the occurrence of cable cut.

In all other cases, when the cable is cut by an agency that was not permitted to execute any work, FIR should be lodged with RPF.

- 17. While giving permission for taking up the works, concerned departments may note that earthwork by engineering contractors will normally be done by machines except in a few isolated locations where the quantity of earth work is very less.
- 18. S&T cable and electrical cable route plan should be prepared by the concerned S&T and Electrical officers respectively and got approved as stipulated in para C-12 before undertaking the work. The completion cable route plan should be finalized block section by block section as soon as the work is completed.
- 19. All cable laying works shall be executed as per laid down technical specifications, such as protection measures/protective cover, compaction of refilled material etc.

6.3 Working near running line

6.3.1 The contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply in railway land next to the running line. If for execution of certain works viz earth work for parallel railway line and supply of ballast for new or existing rail line, gauge conversion etc, road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the Engineer for permission giving the type & no. of individual vehicles, names & license particulars of the drivers, location, duration & timings for such work / movement.

The Railways/Employer/ Engineer or his authorized representative will personally counsel, examine & certify, the road vehicle drivers, contractor's flag men & supervisor and will give written permission giving names of road vehicle drivers, contractor's flag men and

- supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:
- 6.3.2 Road vehicles can ply along the track after suitable cordoning of track with minimum distance of 6 meters from the centre of the nearest track. For working of machinery close to the running tracks or plying of road vehicles during night hours, the contractor shall apply to the Engineer in writing for permission, duly indicating the site details in a neat sketch and safety measures proposed to be taken. Subject to the approval of concerned Railway authorities, the Engineer or his authorised representative will communicate permission to the contractor / contractor's representative. The contractor and his men shall strictly adhere to the instructions given along with such permissions.
- 6.3.3 Nominated vehicles and drivers shall be utilized for work in the presence of at least one flag man and one supervisor certified for such work. In order to monitor the activities during night hours, additional staff may have to be posted based on the need of the individual site.
- 6.3.4 The Contractor' machinery, equipment and vehicles shall normally operate 6 m clear of track. Any movement / work at less than 6m and upto a minimum of 3.5m clear of track centre, shall be carried out only in the presence of a person (including any railway employee) authorized by the Engineer. No part of the road vehicle shall be allowed at less than 3.5m from track centre. Cost of such railway employee shall be borne by the Employer.
- 6.3.5 The Contractor's machinery and equipment like Cranes, Flash Butt Welders, Ballasting machinery, Compactors, Track Laying Systems etc., are required to operate close to the existing line carrying traffic. Contractor is fully responsible for operating these machinery without endangering the safety of the running line and traffic.

APPENDICIES

Appendix -1

Tenderer's Information

All individual firms and each partner of a joint venture are requested to complete the information in this form.

1. Name of Tenderer

Head office Address
 Address on which correspondence should be done with Tel. Nos., Fax No. & E-mail address
 Place of incorporation / registration
 Year of incorporation / registration
 Constitution of Tenderer
 Specify, if the Tenderer is

 An individual
 A proprietary firm
 A firm in partnership

(If yes, give complete information in respect of each member)

d. A Limited Company or Corporation

A group of firms / joint venture

- II) Attach a copy of Proprietorship or Partnership Deed or Article of Association or Incorporation of Company or JV Agreement as the case may be.
- 7. Give particulars of registration with Govt./Semi Govt./Public Sector Undertakings/Local Bodies

8. PAN No	
9. PF No	
10. GST No.	
11. Bank details	

Appendix - 2

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Clause 5.2 of the Instructions of Tenderer

Statement of Similar Works (as defined clause 5.2 of Instruction to Tenderer) Successfully and/or Substantially completed Works during last 07 (seven) years, ending last day of month previous to the one in which tender is invited.

A – For Successfully completed Works

Name of Work	Contract No. & Date	Name & Address of client (Including Tel./Fax No.)	Contract Value in Rs. Original/ Revised	Date of Award of work	Date of actual start of work	Date of scheduled completion	Actual date of completion	Completed Value of Work	Remarks explaining reasons for delay in work completion, if any	Reference to Certificate supporting the information
1	2	3	4	5	6	7	8	9	10	11

Note: Credential/Completion Certificates from Clients shall be attached

Appendix - 2

Page 2/2

B – For S	ubstantially	completed Wor	·ks								
Name of Work	Contract No. & Date	Name & Address of client (Including Tel./Fax No.)	Original Contract Value in Rs.	Revised Contract Value in Rs.	Date of Award of work	Date of actual start of work	Date of scheduled completion	Payment Received (excl. PVC)	Payment received towards PVC	Date of issue of credential certificate	Reference to Certificate supporting the information
1	2	3	4	5	6	7	8	9	10	11	12

Note: The credential Certificate for substantially completed works shall be attached. The Certificate inter alia shall also certify that there is NO proceedings of termination of contract on Contractor's default has been initiated

Appendix -3

Clause no.5.4 of the Instructions of Tenderer-

Statement of Works in Progress

Tenderer should provide information as per this proforma for the firm/company and for each member in case of joint venture on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate is yet to be issued.

Sr. No.	Name of the work	Date of Award	Contract No. & Date	Name & Address of Client (including Tel./Fax No.)	Contract value (Rupees) Original /Revised	Date of completion Original /Revised	Total payment received till the date of opening of tender	Reference to Certificate supporting the information
1	2	3	4	5	6	7	8	9

Note:

- (1) The Tenderer(s) shall furnish the details of existing commitments and balance amount of ongoing works with tenderer as per the above prescribed proforma for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of opening of tender. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly verified by Chartered Accountant
- (2) The details furnished above are "full and complete".

Appendix - 4

Statement of Works Abandoned/left Incomplete

Tenderer should provide information as per this proforma for the firm/company and for each member in case of joint venture for last five financial years ending 31.03.2023

Sr.	Name of the work	Date of Award of work	Contract No. & Date	Name & Address of Client (includin g Tel./Fax No.)	Contract value (Rupees) Original /Revised	Percentage of work executed	Month & Year since abandoned	Reason for abandoning the work
1	2	3	4	5	6	7	8	9

Ref. Clause 5.3 of the Instructions of Tenderer

<u>Total Contractual Turnover</u>: Tenderer should provide information as per this proforma for the firm/company for the contractual payments received in the previous three financial years and the current financial year upto the date of opening of tender.

Sr.	Financial Year	Contract Turnover (in Rs.)
1	2020 – 2021	
2	2021 – 2022	
3	2022 – 2023	
4	2023 – 2024	
	Average	

Note: Submit documentary proof as mentioned in Financial eligibility criteria, along with the offer.

Appendix - 6 A

	List of available personnel for key positions									
	Details of personnel for key positions already available with the firm									
Sr. No.	Name	Designation	Qualification	Professional Experience in works as per clause 47.2.4 of special condition of contract	Name of Work and location where working					

Appendix - 6 B

	List of personnel for key positions proposed to be deployed on this project								
Sr. No.	Name	Designation	Qualification	Professional Experience in works as per clause 47.2.4 of special condition of contract	Name of Work and location where working				

Note: - Tenderer/s shall submit curriculum vitae of above personnel

FORMAT OF CURRICULUM VITAE (CV) FOR

PROPOSED PERSONNEL FOR KEY POSITIONS

Proposed Position:		
Name Firm:		
Name of Staff:		
Profession:		_
Date of Birth:		_
Years with Firm / Entity:	Nationality:	
Membership in Professional Societies:		
Detailed Tasks Assigned:		

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college / university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained. Use about one quarter of a page]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held and locations of assignments. For experience in last ten years, also give type of activities performed and client references, where appropriate. Use about three quarters of a page]

Languages:

[For each language indicate proficiency: excellent, good, fair or poor; in speaking, reading and writing.]

	signed, certify that to the best of my knowledge and belief, these data correctly my qualification and my experience.
Date:	
[Signature Day/Mont	of staff member and authorized representative of the Firm Year
Article I.	Full name of staff member:
Full name	of authorized representative:

Certification:

Appendix - 6 D

COMPLIANCE CERTIFICATE

We,	Contractors	of
Konkan Railway Corporation Limited do hereby certify that we have	complied all th	ıe
provisions of the Employees Provident Fund & Miscellaneous Provision	ons Act, 1952 i	in
respect of employees employed by or through us. We are enclosing he	rewith stateme	nt
showing the recoveries of contributions in respect of employees employee	d by us u/s 36(1	5)
of the Employees Provident Fund Scheme, 1952 towards Provident Fund	d and section 2	22
of the Employees Pension Scheme, 1995 towards Pension Fund fo	or the month	of
and deposited the same with PF authorities. Our Provide	nt Fund Accoun	nt
Number is		
Place: Signature of the	Contractor	
Date: Seal		

Appendix -7 A

List of Plant & Machinery Details of Plant and Machinery already available with the firm Work on which it Type & Number Capacity Date by which Sr. Age Make of machinery is being used No. Plant / /equipment will be Equipment spared for use on this work

Appendix -7 B

	Details of Plant and Machinery proposed to be deployed for the work							
Sr. No.	Type & Make of Plant / Equipment	Number	Age	Capacity	Work on which it is being used	Date by which machinery /equipment will be spared for use on this work		

Appendix - 8

List of Measuring Equipment proposed to be deployed for the work

Sr. No.	Type of Measuring Equipment	Numbers

'Not Applicable for This Tender'

Appendix - 9

List of Laboratory Equipment proposed to be installed/placed for the work

Sr. No.	Type of Equipment	Number	

'Not Applicable for This Tender'

Signature	of	Tend	erer	(\mathbf{s}))
Digitalui	O.	1 0110			,

Date:			
Seal:			

Litigation History

Tenderer should provide information as per this Performa for the firm/company and for each member in case of joint venture on any history of litigation or arbitration resulting from contracts executed in the last 5 financial years ending **31.03.2023** or currently in execution. A separate sheet should be used for each partner of the joint venture.

A) ARBITRATION CASES

Year	Name of Work	Name & address of client	Cause of litigation and matter in dispute	in Rs.	Actual Awarded Amount (in Rs.)

B) COURT CASES

Year	Name of Work	Name & address of client	Cause of litigation and matter in dispute	Name of Court	If judgement given whether for or against the Tenderer

C) Information Regarding Current Litigation, Debarring/Expelling of Tenderer or Abandonment of Work By Tenderer

		,	
1	(a)	Has the Applicant or its constituent partners consistent history of litigation.	Yes / No
	(b)	If yes, give details	
2	(a) (b)	Has the Applicant or any of its constituent partner been debarred/expelled by any Agency in India, during the last 5 financial years ending 31.03.2023 and upto the date of application except on account of reasons other than non-performance, such as rescinding of joint venture due to one of the member of joint venture pulling out, court directions leading to breaking up of a joint venture before start of work.	Yes / No
		If yes, give details	
3	(a)	Has the Applicant or any of its constituent partners abandoned any contract work in India during the last 5 financial years and upto the date of application	Yes/No
	(b)	If yes, give details	
4	(a)	Has the Applicant or any of its constituent partner been declared bankrupt during the last 5 financial years ending 31.03.2023 and upto the date of application	Yes/No
	(b)	If yes, give details, including present status	
5	(a)	Has the Applicant or any of its constituent partner been debarred by any employer/client, KRCL or by any Railway	Yes/No
	(b)	If yes, give details	

NOTE:

- 1. Separate sheet may be used for giving detailed information.
- 2. If it is found at any time before finalization of tender, that any tenderer/s has/have furnished misleading/wrong or fraudulent information/documents, his/their tender shall not be considered and the Bid Security of the tenderer/s will be forfeited. If it is found at any time after finalization of tender, that any tenderer/s has have furnished misleading/wrong or fraudulent information/documents, such case will attract criminal proceedings and work will be terminated and balance work carried out independently and Security deposit shall be forfeited and the Performance Guarantee shall be encashed.

UNDERTAKING BY TENDERER

1.	Being	duly	authori	zed	to	repres	ent	an	d act	Ol	n behalf	of
												and
	having	reviev	ved and	fully	und	erstood	all	the	eligibil	ity re	equirements	and
	inform	ation pr	ovided, tl	he und	ersig	ned here	by c	lecla	re that:			

- i) the statement made and information provided in the bid application are completely full, true, correct and complete in every detail.
- ii) this application is made in the full understanding that:
- (a) bids by Applicants will be subject to verification of all information submitted at the time of bidding & Konkan Railway Corporation Limited (KRCL) or any authorized representative of KRCL is hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with the application and to seek clarification from our bankers, clients regarding any financial & technical aspects.
- (b) in the event that the information/document submitted are found to be false or misleading, **this bid application will be disqualified.**
- iii) Konkan Railway Corporation Limited reserves the right to:
- (a) modify the scope of work including methodology of construction and the Tenderer/s shall have no claim on this account.
- (b) reject or accept any application, cancel the tender process, and reject all applications without assigning any reason therefor.

Signed	
Name	
For & on behalf of	
Name of Applicant	
Firm/Company/JV	

Date

Affidavit To Be Submitted By Bidder Along with The Bid (on Non-judicial stamp paper of Rs.100/- duly signed by authorized notary)

1.	I, the undersigned, do hereby certify that all the statements made in the accompanying attachments are full, true correct and complete.
2.	The undersigned also hereby certifies that neither our concern M/s
	nor any of its constituent partners/Directors have abandoned any work on Konkan Railway Corporation Limited nor any contracts awarded to us for such works have been rescinded, during the last five financial years ending and upto date of this application.
3.	The undersigned hereby authorize(s) and request(s) our bank(s), our concerns and all of its partners/Directors/officers to furnish such information as may be necessary or required by Konkan Railway Corporation Limited to verify the truth of this statement contained in this affidavit and the accompanying attachments or regarding my (our) competence and general reputation.
4.	The undersigned understands that further qualifying information may be required by Konkan Railway Corporation Limited and hereby agrees to furnish any such information at the request of the Konkan Railway Corporation Limited.
	Signed by an Authorized Officer of the Firm
	Title of Officer
	Name of Firm

The minimum equipments prescribed for the work (Indicative list).

'Not Applicable for This Tender'

To Be Executed on a Non-Judicial Stamp Paper of Rs. 500/- duly signed by authorised notary

JOINT VENTURE AGREEMENT

This Joint	Venture Agr	eement ex	xecute	ed at			on		Da	y of
,		202	23		t	oetwee	n			M/s
								(Name	of	JV)
	Registered									
							and re	presented	thro	ough
their		constitu			;		•			Shri.
and Shri.			S	o Shri.				. for the	sec	cond
	Shri									
	nd and third								assi	igns,
nominees	execution, ad	ministrato	ors and	d legal re	epresentati	ive res	pectively	y)		
WHEREA	AS all the par	ties are e	ngage	d mainly	y in the bi	usiness	of Civ	il Enginee	ering	and
	Contracts for v							_	Ü	
WHEDE	AS the parties	harain	ahova	mentio	nad ara d	aciron	s of ant	taring into	o o .	Loint
	or submitting									
and/or	_				in		•	-	_	_
				1						
	ntioned in ter									
	of Konkan									
	Line Project	•	-							
	this Joint Ven	•			,		J a			
1			MENIT	r watenii	ECCEC AC	' LINID	ED.			
	NOW THIS	AUKEEN	VIEIV I	I WIINI	ESSES AS	UND	EK:			
	t in and under									
	e & style						,			
				-					and	M/s
••••			• • • • • • • •).				

* clarify whether a company or a partnership firm or a sole proprietary firm.

- 2. That all the parties shall be legally liable, severally and jointly responsible for the satisfactory/successful execution/completion of the work in all respects in accordance with terms & conditions of the contract irrespective of share and role specified in JV agreement. All the parties shall be jointly and severally liable & responsible for fulfilling the obligations of the tender/bid document.
- 3. That the role and responsibility of each constituent of the said Joint Venture in details, covering all aspects of the planning and successful completion of the work shall be as under

The first party i.e. the "Lead Partner" shall be responsible for the overall execution of all the works under the scope of the contract.

The second party shall be responsible for of the contract work.

The third party shall be responsible for of the contract work.

4. The share of Profit & Loss of each constituent of the said Joint Venture shall be as under

(JV partners have to indicate here)

- 5. That all the parties of this Joint Venture shall depute sufficient no. of experienced staff as committed to commensurate with their role and responsibilities and as required for the successful completion of the works in close consultation with each other.
- 6. That the financial investment and other resources required for the successful execution/completion of work under this Joint Venture shall be brought in by the parties as per mutual agreement/understanding between them from time to time.
- 7. That all the Bank Guarantees shall be furnished jointly by all the parties in the name of Joint Venture.

- 10. This agreement shall not be assignable by any party without the prior consent, at first instances of all other parties & finally without consent of KRCL.

IN WITNESS THEREOF THE ABOVE NAMED PARTIES HAVE SET THEIR RESPECTIVE HANDS ON THIS JOINT VENTURE AGREEMENT ON THE DAY, MONTH AND YEAR, ABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

WITNESSES

- 1. First Party
- 2. Second Party
- 3. Third Party

Note:

- 1. Joint Venture (JV) shall not have more than 3 partners (including the lead partner).
- 2. In case of a company, please submit the article of association along with power of attorney/board resolution authorizing the person signing the agreement.
- 3. In case of a partnership firm, please submit the partnership deed along with the power of attorney.
- 4. In case of a sole proprietary firm, please submit an affidavit authorizing the signatory to the JV.

- 5. In case of joint venture, authorization of lead partner to incur all liabilities and receive instructions for and on behalf of all partners of the joint venture, shall be evidenced by submitting a power of attorney signed by legally authorised representative of all the partners of JV with further stipulation that it shall be valid for the entire period of the completion/extended period of the work including maintenance period.
- 6. The Joint Venture Agreement shall be executed on non-judicial stamp paper duly attested by Notary public with seal and revenue stamp affixed thereon.
- 7. JV formed after the submission of the tender bid will not be accepted.
- 8. In the event of default/withdrawal of any partner, arrangement for providing the required indemnities shall be spelt out and shall be binding on each partner of the joint venture.

METHOD STATEMENT

'Not Applicable for This Tender'

$\frac{\textbf{PROFORMA FOR EXTENSION OF TIME IN TERMS OF LIQUIDATED}}{\textbf{DAMAGES}}$

BY REGISTERED POST WITH ACKNOWLEDGEMENT DUE

	Dated
Sub	: (i) (Name of work)
	(ii) Acceptance letter No
	(iii) Understanding/Agreement No
Ref	: (Quote specific application of Contractor for extension to
	the date, if received)
Dea	r Sir,
1.	The stipulated date for completion of the work mentioned above is
	From the progress made so far and the present rate of progress, it is unlikely that
	the work will be completed by the above date (or However, the work was not completed on this date).
	•
2.	Expecting that you may be able to complete the work, if some more time is given,
	the competent authority, although not bound to do so, hereby extends the time for completion from to
3.	Please note that an amount equal to the liquidated damages for delay in the
<i>J</i> .	completion of the work after the expiry of (give here the
	stipulated date for completion with/without and penalty fixed earlier) will be
	recovered from you as mentioned in Clause 17(B) of the Standard General
	Condition of Contract 2022 for the extended period, notwithstanding the grant of
	extension. You may proceed with the work accordingly.
4.	The above extension of the completion date will also be subject to the further
	condition that no increase in rates on any account will be payable to you.

- 5. Please intimate within a week of the receipt of this letter, your acceptance of the extension of the conditions stated above.
- 6. Please note that, in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting up this extension to complete the work by ------ (here mention the extended date), further action will be taken in terms of Clause 62 of the Indian Railway Standard General Condition of Contract 2022.

Yours Faithfully,

For and on behalf of Konkan Railway Corporation Limited

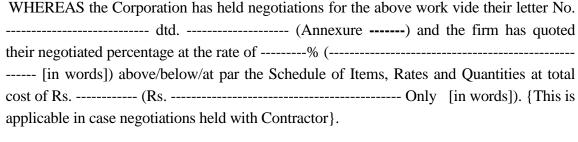
CERTIFICATE OF FAMILIARISATION

 $(Tenderer\ should\ fill\ the\ blank\ spaces)$

A)	I/We hereby solemnly declare and certify that I/We have actually inspected/investigated the site(s) of work onby our representative Shri and have fully
	familiarized myself/ourselves with all aspects of constructional features such as accessibility, working conditions, geo-physical / terrain conditions, security related issues, transhipment problems of machinery, sources and availability of construction materials, rates for construction materials, availability of water and electricity including all local taxes, royalties, octrois, availability of local labour (both skilled and unskilled), relevant labour rates and labour laws, availability and rates of private land required for various purposes, land for dumping ground, climatic conditions, availability of working space, main approach roads and feeder roads (if any) including their approximate lengths required to be constructed, whereupon only percentage rate have been quoted by me/us.
B)	I/we have kept myself/ourselves fully informed of the provisions of this tender document comprising e-procurement notice, Tender Form (Form of Bid), Instructions to Tenderer/s and Appendices, Konkan Railways Standard General Conditions of Contract 2022, Special Conditions of Contract, Annexures, Schedule of Items, Rates and Quantities (Bill of Quantities), Addendum(s), Corrigendum(s), Drawings, apart from information conveyed to me/us through various other provisions in this tender document.
C)	I/We have quoted my/our percentage rate for the items in Schedule of Items, Rates and Quantities (Bill of Quantities) taking into account all the factors given above and else where in the tender document.
	Signature of Tenderer(s)
	Date:
	Seal:

(TO BE EXECUTED ON A STAMP PAPER OF RS. 100/-) KONKAN RAILWAY CORPORATION LIMITED AGREEMENT FOR THE WORK

CONTRACT AGREEMENT NO	made this
day of, 2023 between KONKAN RAIL	WAY CORPORATION
LIMITED (PROJECTS) acting through the Chief Engin	eer, head quartered at
Belapur Bhavan, Plot No. 6, Sector 11, C.B.D Belapur,	Navi Mumbai 400614,
hereinafter called the Corporation (which expression shall	unless repugnant to the
context shall include the successors, heirs, administrators and	permitted assigns of the
Corporation) of the one part	
AND	
M/s	
[Name of Contractor with Address] (Represented by Shri.	
(having been authorized to sign the contract	t) hereinafter called the
Contractor (which expression shall unless repugnant to the	context shall include the
successors, heirs, administrators and permitted assgns of the	Contractor) of the other
part	
WHEREAS the Contractor has submitted his tender for the perfo	
vide their offer for Tender No.	at the rate of%
above/below/at par [strike out whichever is not applicable] (
[in words] Percent above/below/at par) the Sche	
Quantities (Annexure).	



NOW THIS INDENTURE WITNESSETH that in consideration of the payment to be made by the Corporation to the Contractor's aforesaid letter of acceptance the Contractor will duly perform the said work and shall execute the same with great promptness care and accuracy in workman like manner to the satisfaction of the Corporation and will complete the same in accordance with the said specifications, drawings, site instructions and conditions of contract and complete the same within ------ [in words]) months from the date of issue of acceptance letter and further will observe to fulfill and keep all the conditions contained in the Corporation's letter of acceptance (which shall be deemed and taken as to be integral part of the agreement)

AND THE Corporation does hereby agree that if the Contractor shall duly perform the said work in the manner aforesaid and observe to keep the said terms and conditions, the Corporation will pay, or cause to be paid to the Contractor, for the said work, at the rates given for various items in the Schedule of Items, Rates and Quantities and percentage rate/negotiated percentage rate tendered by Contractor and as accepted by Corporation as set forth in the **Annexure ------** - Schedule of Items, Rates and Quantities (Bill of Quantities).

It is hereby agreed that all the provisions of the said conditions, specification which have been carefully read and understood by the Contractor and bill of quantities shall be as binding upon the Contractor and upon the Corporation and if the same has been repeated herewith shall be read as part of these presents.

Appendix-18

Page 3/3

The entire document including Ar	nnexures (from Page No to) annexed			
to This Agreement shall form and construed as part of this Agreement.				
	Signature of the Contractor			
KRCL,	M/s			
	[Name and Address of Contractor]			
1. WITNESS:	1. WITNESS:			
2. WITNESS:	2. WITNESS:			

(TO BE EXECUTED ON A STAMP PAPER OF RS. 100/-)

GUARANTEE BOND

(FOR PERFORMANCE BANK GUARANTEE)

In consideration of the KONKAN RAILWAY CORPORATION LTD., Belapur
Bhavan, Plot No. 6, Sector 11, C.B.D Belapur, Navi Mumbai 400614 (hereinafter called
"M/s KRCL") having agreed to exempt M/s
[Name and full Address of work awarded contractor], [hereinafter
called "the said Contractor(s)"] from the demand, under the terms and conditions of
Letter of Acceptance No Dated
made between KONKAN RAILWAY CORPORATION LTD., and M/s
[Name of work awarded contractor], for
"Construction of [Name of work]
(hereinafter called "the said Agreement") of Performance Guarantee for the due
fulfillment of the work by the said contractor(s) as per the terms and conditions
contained in the said Agreement, on production of Bank Guarantee for Rs
(Rupees
[in words]), We,
[Name of Bank with full Address] (hereinafter
referred to as "the Bank") at the request of M/s
[Name of work awarded contractor] Contractor(s) do hereby undertake to
pay to M/s KRCL amount not exceeding Rs (Rupees
[in words]), against any loss or damage caused to or
suffered or would be caused to or suffered by M/s KRCL by reasons of any breach of
the said contractor(s) of any of the terms or conditions contained in the said Agreement.

We, [Name of Bank] do hereby undertake to pay
the amounts due and payable under this guarantee without any demur, merely on a
demand from M/s KRCL stating that the amount claimed is due by way of loss or
damage caused to or would be caused to or suffered by $$ M/s KRCL by reason of breach
by the said contractor(s) of any terms or conditions contained in the said Agreement or
by reason of the said contractor(s) failure to perform the said Agreement. Any such
demand made on the bank shall be conclusive as regards the amount due and payable by
the Bank under this guarantee. However, our liability under this guarantee shall be
restricted to an amount not exceeding Rs
(Rupees[in
words]). We undertake to pay to M/s KRCL any money so demanded notwithstanding
any dispute or disputes raised by the contractor(s) in any suit or proceeding before any
Court or Tribunal relating thereto our liability under this present being absolute and
unequivocal. The payment so made by us under this bond shall be a valid discharge of
our liability for payment there under and the contractor(s) shall have no claim against us
for making such payment.
We, [Name of Bank], further agree that the guarantee
herein contained shall remain in full force and effect during the period that would be
taken for the performance of the Said Agreement and that it shall continue to be
enforceable till all the dues of M/s KRCL under or by virtue of the said Agreement have
been fully paid and its claims satisfied or discharged or till M/s KRCL certifies that the
terms and conditions of the said Agreement have been fully and properly carried out by
the said contractor(s) and accordingly discharged this guarantee. Unless a demand or
claim under this guarantee is made on us in writing on or before [Date up to
which the Bank Guarantee is valid, we shall be discharged from all liability under

this guarantee thereafter.

	<u> </u>
We,	[Name of Bank], further agree with M/s
KRCL tha	at M/s KRCL shall have the fullest liberty without our consent and without
affecting	in any manner our obligations hereunder, to vary any of the terms and
conditions	s of the said Agreement or to extend time of performance by the said
contractor	(s) from time to time or to postpone for any time or from time to time any of
-	s exercisable by M/s KRCL against said contractor(s) and to forbear or enforce
· ·	e terms and conditions relating to the said Agreement and we shall not be
	rom our liability by reason of any such variation or extension being granted to
	ontractor(s) or for any forbearance, act or omission on the part of M/s KRCL
~	ulgence by M/s KRCL to the said contractor(s) or by any such matter or thing
	er which under the law relating to sureties would but for this provision, have o relieving us.
	-
_	antee will not be discharged due to the change in the constitution of the Bank
or the Con	ntractor(s).
We,	[Name of Bank], lastly undertake not to revoke
this guara	ntee during its currency except with the previous consent of M/s KRCL, in
writing.	
Notwithst	anding anything contained hereinabove:-
	1. Our liability under this Bank Guarantee shall not exceed Rs
((Rupees [in words]).
5	2. This Bank Guarantee shall be valid upto [Date which shall be equal to currency of contract plus 60 days beyond that). 3. We are liable to pay the guarantee amount or any part thereof under this
	Bank Guarantee only and only if KRCL serve upon us a written claim or
(demand on or before [Date up to which Bank Guarantee is
	valid].
	SIGNATURE AND SEAL OF THE BANK
	SIGNATURE AND SEAL OF THE DANK
Date:	
Place:	

Note: - The authorized signatory of the Bank shall sign with stamp on each page of the Bank Guarantee.

Appendix - 20

AFFIDAVIT OR SELF CERTIFICATION *

A) I/We hereby solemnly declare and certify that I/We are fully responsible for the errors/omissions in the tender documents downloaded from the IREPS e-Procurement portal i.e. https://www.ireps.gov.in

B) I/We hereby agree that in case of errors/omissions in the tender documents downloaded from the web site, the master copy (along with the corrigendums, if any issued) available with the Office of the Chief Signal & Telecom Engineer, head quartered at Belapur Bhavan, Plot No. 6, Sector 11, C.B.D Belapur, Navi Mumbai 400614 shall prevail.

C) In case, the tender documents submitted found incomplete, I/We hereby accept that tender shall be liable for rejection.

D) I/We hereby agree that the agreement shall be prepared based on the master copy available in the office of Chief Signal & Telecom Engineer and not based on the tender documents downloaded from the web site and submitted by me/us.

Signature of Tenderer(s)

Date:

Seal:

* To be given on Non-judicial stamp paper duly signed by authorised notary or selfcertification.

Affidavit to be Submitted along with Tender (On Non-Judicial Stamp Paper of Rs.500/-)

Ι_	(Name and designation)** appointed as the attorney/authorized
	natory of the Tenderer (including its constituents),
M/	s (hereinafter called the Tenderer) for the purpose of
	Tender documents for the work of
	per the Tender No (of Konkan <i>Railway</i>), do hereby solemnly affirm and te on the behalf of the Tenderer including its constituents as under:
1.	I/we the Tenderer(s) am/are signing this document after carefully reading the contents.
2.	I/We the Tenderer(s) also accept all the conditions of the Tender and have signed all the pages in confirmation thereof.
3.	I/we hereby declare that I/we have downloaded the Tender documents from Indian Railway website www.ireps.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the Tender document. In case of any discrepancy noticed at any stage i.e. evaluation of Tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4.	I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5.	I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6.	I/We declare that the information and documents submitted along with the Tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7.	I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnershipfirm/LLP/JV/Society/Trust.

___and all my/our constituents understand that my/our offer shall be

8. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of Tenders, it shall lead to forfeiture of the Tender Bid Security besides banning of business for a period of up to five year. Further, I/we (insert name of the Tenderer)**

summarily rejected.

- 9. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security Deposit/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.
- 10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE OF THE TENDERER

Place:

Date:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by Tenderer.

Appendix - 22

SELF EVALUATION SHEET

Sr.	Eligibility Criteria	Supporting Documents and page references	Remark s /Eligible /Not Eligible
1)	Technical Eligibility: 5.2.1 The tenderer must have successfully completed OR substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:		
	 (a) Three similar works costing not less than the amount equal to 30% of advertised value of the tender, or (b) Two similar works costing not less than the amount equal to 40% of advertised value of the tender, or (c) One similar work costing not less than the amount equal to 60% of advertised value of the tender 		
2)	Financial Capability 5.2 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 tenderers shall submit requisite information as per Annexure – 5 along with the copies of Audited Balance sheet duly certified by the chartered Accountant / Certificate from chartered Accountant duly supported by Audited Balance Sheet		

Note: (1) The tenderer shall specifically mention work under which the technical eligibility criteria as per 5.2 of the Instructions to Tenderers is getting fulfilled.

Appendix - 23

GUARANTEE FOR MOBILISATION ADVANCE

'Not Applicable for this Tender'

Appendix-24

(PROGRAMME OF CONSTRUCTION)

Sr	Activity	Duration in Months	Month								
		Wionting	M1	M2	М3	M4	M5	M6	M7	M8	M9
1											
2											
3											

AFFIDAVIT

(To be executed by the authorised signatory of the Firm /Company/JV with common seal on a Non Judicial Stamp Paper of Rs. 200/- and affirmed before a notary public.)

TO WHOM SO EVER IT MAY CONCERN

I /We M/s hereby declare that none of the works/ contracts awarded to our
Firm/Company/ JV has been rescinded/terminated in the last 3 financial years
immediately preceding the current financial year and current financial year, upto date of
opening of tender on account of poor performance or reasons attributable to us. If this
$declaration \ is \ found \ to \ be \ factually \ incorrect, \ KRCL \ may \ disqualify \ our \ Firm/Company \ /$
JV in the tendering process. The decision of KRCL in this respect shall be binding and
accepted by us without demur.
Signature of Tenderer(s)
Date:
Seal:

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INTEGRITY PACT

KONKAN RAILWAY CORPORATION LTD. (KRCL) hereinafter referred to as "The Principal",

and
(Name of bidder/ Contractor) hereinafter referred to as "The

Bidder/Contractor".

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for (Name of Work)

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned below.

The Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification.

Section 1 – Commitments of the Principal

- (1). The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles.
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidders(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2). If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/contractor(s)

- (1). The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and of the Agents/representatives in India, if any. Similarly the bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annexure-III.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex.-IV.

Section 4 – Compensation for Damages

- (1). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Bid Security Deposit / Bid Security.
- (2). If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contact according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1). The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
- (2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".
- (3). Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.

Section 6- Equal treatment of all Bidders/Contractors/Subcontractors

- (1). The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2). The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3). The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

<u>Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)</u>

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor of Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

- (1). The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2). The Monitor is not subject to instruction by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman and Managing Director, KRCL
- (3). The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders(s)/Contractor(s)/Subcontractor(s) with confidentiality.

The IEMs would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

- (4). The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (6). The monitor will submit a written report to the Chairman and Managing Director, KRCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7). Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the KRCL Board.
- (8). If the Monitor has reported to the Chairman and Managing Director, KRCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director KRCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9). The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

Integrity Pact, in respect of a particular contract shall be operative from the date IP is signed by both parties till the completion of contract, and for all other Bidders 6 months after the contract has been awarded.

After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director, KRCL.

Section 10 – Other provisions

- (1). This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. CBD Belapur, Navi Mumbai
- (2). Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.
- (3). If the Contractor is a partnership or a consortium/ Joint Venture, this agreement must be signed by all partners or Consortium/Joint Venture members. In case of sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor. It shall be ensured that all sub-contractors also sign the Integrity Pact.

- (4). Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5). The Bidder(s)/Seller(s) signing this Integrity Pact shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers the report.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

Office Seal

Bidder/Contractor is required to sign the Integrity Pact with KRCL as per format & terms and conditions enclosed with tender. In case a bidder / Contractor does not sign the Integrity Pact, his bid/contract shall be liable for rejection.

I. Commitments And Obligations Of The "Bidder Or Contractor

- (a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with KRCL.
- (b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparties.
- (c) The counterparty will not pass on KRCL's confidential information to any third party unless specifically authorized by KRCL in writing.
- (d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- (e) The Counterparty shall inform the Independent External Monitor.
 - (i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - (ii)If it comes to know of any unethical or illegal payment / benefit;
 - (iii) If it makes any payment to any KRCL associate.
- (f) The Counterparty shall not make any false or misleading allegations against KRCL or its associates.

II. Violations & Consequences:

- (a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Bid Security Deposit, would be forfeited and in addition, they may be blacklisted from the KRCL business in future.
- (b) In case of violation of the Integrity pact by Counterparty after award of the Contract, KRCL shall be entitled to terminate the Contract. KRCL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counterparty in such cases,
- (c) Subject to satisfaction of the Independent External Monitor, KRCL may ban/blacklist/put on holiday and exclude the Counterparty from future dealings until KRCL is satisfied that the Counterparty shall not commit any such violation in future.
- (d) In addition to above, KRCL reserves its right to initiate criminal proceedings against the violating Counterparty, if the allegations by Counterparty are found frivolous, untrue and misleading and may also impose exemplary cost for the same.
- (e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

Independent Extrnal Monitors (IEMS)

- The following Independent External Monitors (IEMs) have been appointed by KRCL, in terms of Integrity Pact (IP) which forms part of KRCL Tenders / Contracts.
- (i) Shri. Shri. Devendra Kumar Sharma, IDAS (Retd.), (email id: shharmadk@gmail.com)
- (ii) Smt. Usha Chandrasekhar, IPoS (Retd.), (email id: <u>ushachandrasekhar@gmail.com</u>)

This panel is authorised to examine / consider all references made to it under this tender. The bidder(s) , in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer in KRCL C/o **Konkan Railway Corporation Limited**, Registered and Corporate office at Plot No. 6, Sector 11, Belapur Bhavan, CBD Belapur, Navi Mumbai $-400\,614$ or directly with the IEMs on the panel.

(REFERENCE TO INDEPENDENT EXTERNAL MONITOR)

Date:

To	
Su	1b : Tender No. / Contract No
teı	No reference can be made to Independent External Monitor if the time to submit the nder / bid is less than 7 days. It may also be noted that no time extension will be allowed r submission of tender.
	Reference of only those bidders who have purchased the tender document and signed the tegrity Pact will be entertained.
	Application be made in triplicate - one shall be sent to KRCL and two copies of e same shall be sent to IEM.
A.	. <u>Pre-Tender Stage</u>
I.	Please provide the following information: -
	(a) Whether tender document has been purchased.
	Yes / No (If Yes, indicate the Receipt No.)
	(b)If downloaded from website, whether fee for the same has been deposited. Yes / No :
	(c) Whether the query has been given to KRCL before submission to IEM Yes / No (If Yes, please state the date of submission of query).
	(d)If reply has been received, please attach a copy of the reply.

II. Please state the query in clear terms giving reference to the clause in the tender.

B. <u>Issues Relating To Evaluation Of Tenders:</u>						
1	. Whether any reference has been made to KRCL Yes /No (If yes, reply received from KRCL be attached.)	:				
1	. Issue on which reference is being made	:				
	. Documentary proof with reference to query be attached	:				
C. In Case Contract Has Been Signed/ Execution Stage						
ļ	. Date of signing of the contract	:				
	. Please state whether the Performance Guarantee has been submitted in terms of the contract. Yes / No	:				
	. Agreement Clause No. against which the complaint is being made	:				
i	. Integrity Pact clause under which reference is being made	:				
D. <u>Issues Reference: (Please State the query)</u>						
	I. Please state whether any reference was made to KRCL. Yes / No. (If yes, reply of KRCL be attached)	:				
	II. In case no reference is made, please note that first reference is required to be made to KRCL unless the issue relates to any corrupt practice.	:				

Signature	
Name of the Company	
Address	
Tel. No	-
Mob. No	-
Fax No.	
E-MAIL	
(Please attach separate sheets fo	or detailing the issues, if need be)

Annexure -II

Integrity Pact Programme

<u>In respect of tenders covered under Integrity Pact Programme, the following clauses are included in NIT and Tenders.</u>

"This tender is covered under Integrity Pact Programme of KRCL and prospective bidders are required to sign the Integrity Pact Document and submit the same to KRCL before or along with the bids". For further details, the Section "Integrity Pact Programme" mentioned in the Tender Document may be seen.

Only those vendors who signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs) through the designated tender issuing officer (Nodal Officer) of KRCL in the prescribed proforma.

Guidelines for Indian Agents of Foreign Suppliers

- **1.** There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with KRCL shall apply for registration in the registration form in the prescribed Application form.
- 1.1. Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by KRCL.
- 1.2. Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representatives working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2. Disclosure of particulars of agents/ representatives in India, if any.

- 2.1. Tenderers of Foreign nationality shall furnish the following details in their offers:
- 2.1.1. The name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is real substantial company and details of the same shall be furnished.
- 2.1.2. The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.
- 2.1.3. Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by KRCL in Indian Rupees only.
- 2.2. Tenderers of Indian Nationality shall furnish the following details in their offers:
- 2.2.1. The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
- 2.2.2. The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
- 2.2.3. Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by KRCL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3. In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4. Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by KRCL. Besides this there would be a penalty of banning business dealings with KRCL or damage or payment of a named sum.

ANNEXURE – IV

1. Introduction

- 1.1. Konkan Railway Corporation Limited (KRCL), being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. KRCL has also to safeguard its commercial interests. KRCL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of KRCL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on KRCL to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2. Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1. The General Conditions of Contract (GCC) of KRCL generally provide that KRCL reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.2. Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.3. However, absence of such a clause does not in any way restrict the right of Company (KRCL) to take action / decision under these guidelines in appropriate cases.
- 2.4. The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.5. These guidelines apply to KRCL including its projects.
- 2.6. It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor /inadequate performance or for any other reason.
- 2.7. The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- (i) 'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer' in the context of these guidelines is indicated as 'Agency'.
- (ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - a. If one is a subsidiary of the other.
 - b. If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c. If management is common;
 - d. If one owns or controls the other in any manner;

(iii)

- a) For Company (entire KRCL) wide Banning, KRCL's Directors' Committee (KDC) shall be the 'Competent Authority' for the purpose of these guidelines. Chairman and Managing Director, KRCL shall be the 'Appellate Authority' in respect of such cases except banning of business dealings with Foreign Suppliers.
- b) For banning of business dealings with Foreign Suppliers, KRCL's Directors' Committee (KDC) shall be the 'Competent Authority'. The Appeal against the Order passed by KDC, shall lie with Chairman and Managing Director, as First Appellate Authority.
- c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach KRCL Board as Second Appellate Authority.
- d) Chairman and Managing Director, KRCL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- (iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- (v) 'List of approved Agencies Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers shall mean and include list of approved /registered Agencies Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department would also be competent to advise such action.

5. Suspension of Business Dealings

- 5.1. If the conduct of any Agency dealing with KRCL is under investigation by any department (except Foreign Suppliers of imported coal/coke), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.
- 5.2. The order of suspension shall be communicated to all Departmental Heads within the KRCL. During the period of suspension, no business dealing may be held with the Agency.
- 5.3. As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4. If the gravity of the misconduct under investigation is very serious and it would not be in the interest of KRCL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may pass an order suspending business dealings, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue
- 5.5. For suspension of business dealings with Foreign Suppliers, following shall be the procedure:-
- (i) Suspension of the foreign suppliers shall apply throughout the Company.
- (ii) Based on the complaint forwarded by KDC or received directly by Vigilance Department, if gravity of the misconduct under investigation is found to be serious and it is felt that it would not be in the interest of KRCL to continue dealing with such agency, pending investigation, Vigilance Department may send such recommendation on the matter to Chairman and Managing Director to place it before a KRCL Directors' Committee (KDC) consisting of the following:
 - 1. Director (Finance)
 - 2. Director (Operations and Commercial)

The committee shall expeditiously examine the report, give its comments/ recommendations within twenty one days of receipt of the reference.

- (iii) If KDC opines that it is a fit case for suspension, KDC may pass necessary orders which shall be communicated to the foreign supplier by Director (Operations and Commercial).
- 5.6. If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7. It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

- 6.1. If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2. If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or KRCL, during the last five years;
- 6.3. If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;
- 6.4. If the Agency continuously refuses to return / refund the dues of KRCL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5. If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6. If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7. If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;
- 6.8. If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (KRCL) or its official in acceptance / performances of the job under the contract;
- 6.9. If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10. Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (KRCL) or not;
- 6.11. Based on the findings of the investigation report of CBI / Police against the Agency for malafied / unlawful acts or improper conduct on his part in matters relating to the Company (KRCL) or even otherwise;

- 6.12. Established litigant nature of the Agency to derive undue benefit;
- 6.13. Continued poor performance of the Agency in several contracts;
- 6.14. If the Agency misuses the premises or facilities of the Company (KRCL), forcefully occupies tampers or damages the Company's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

- 7.1. Normally, a decision to ban business dealings with any Agency should apply throughout the Company. However, the Competent Authority can impose such ban project wise only if in the particular case banning of business dealings by respective projects will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct / default not expected to go beyond the project.
- 7.2. There will be a Standing Committee in each project to be appointed by Chairman and Managing Director for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items / award of contracts, the committee shall be consisting of members out of PCE, FA&CAO, COM, CEE, CSTE, CME and COS. The Convener of the respective Committee would be appointed by Chairman and Managing Director. The functions of the committee shall, inter-alia include:
- (i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
- (ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- (iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- (iv) To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.3. If companywide banning is contemplated by the standing Committee of any project, the proposal should be sent by the committee to KDC setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. KDC shall get feedback about that agency from all other sources of KRCL and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for companywide banning, then the case shall be sent back to the Committee of the project for further action at their level.

- (i) If the prima-facie decision for Company-wide banning has been taken, KDC shall issue a show-cause notice to the agency conveying why it should not be banned throughout KRCL.
- (ii) After considering the reply of the Agency and other circumstances and facts of the case, KDC will submit the case to the Chairman and Managing Director to take a final decision for Company-wide banning or otherwise.
- 7.4. If the Competent Authority is prima-facie of the view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.
- 7.5. Procedure for Banning of Business Dealings with Foreign Suppliers.
- (i) Banning of the agencies shall apply throughout the Company.
- (ii) Based on the complaint forwarded by KDC or received directly by Vigilance Department, an investigation shall be carried out by Vigilance Department. After investigation depending upon the gravity of the misconduct, Vigilance Department may send their report to KDC to KRCL Directors Committee consisting of the following:-
 - 1. Director (Finance)
 - 2. Director (Operations and Commercial)

The Committee shall examine the report and give its comments / recommendations within 21 days of receipt of the reference by Vigilance Department.

- (iii) If the Competent Authority opines that it is a fit case for initiating banning action, it will issue show-cause notice to the agency for replying within a reasonable period.
- (iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by Director (Operations and Commercial) to KDC for consideration & decision.
- (v) The decision of the KDC shall be communicated to the agency by Director (Operations and Commercial).

8. Removal from List of Approved Agencies - Suppliers / Contractors, etc.

- 8.1. If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies Suppliers / Contractors, etc.
- 8.2. The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.
- 8.3. Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

9.1. In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

- 9.2. If the Agency requests for inspection of any relevant document in possession of KRCL, necessary facility for inspection of documents may be provided.
- 9.3. The Competent Authority may consider and pass an appropriate speaking order:
 - a) For exonerating the Agency if the charges are not established;
 - b) For removing the Agency from the list of approved Suppliers /Contactors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4. If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

- 10.1. The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.
- 10.2. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning review of the banning order passed originally by the Competent Authority of KRCL under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the KRCL Directors' Committee (KDC) upon disclosure of new facts/ circumstances or subsequent development necessitating such review. The KDC may refer the same petition to the Standing Committee for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

- 12.1. Depending upon the gravity of misconduct established, KRCL may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.
- 12.2. If Government Departments or Public Sector Enterprises request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.
- 12.3. If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, KRCL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected entities.
- 12.4. Based on the above, KRCL may formulate their own procedure for implementation of the Guidelines and the same be made a part of the tender documents.

1.0 Policy for Startup India for Startups Registered Firms.

- 1.1 Relaxation of criteria of prior experience and prior turnover for Startups (whether Micro, small Enterprises or otherwise) as admissible under Government's existing Policy on the date of opening of tender, shall be applicable to Startup registered in the category and within the monetary value of item/services/works tendered for, with Department of Industrial Policy & Promotion, Ministry of Commerce or by any statutory bodies specified by Government of India or having a valid certificate of an eligible business from the Inter- Ministerial Board of Certification specifying the category of registration/certificate and monetary value subject to their meeting of quality and technical specifications, as envisaged in the Policy.
- 1.2 KRCL reserves the rights to deny such exemptions to Startups (whether MSEs or otherwise) in circumstances, like procurement of items related to public safety, health, critical security operations and equipment etc.
- 1.3 The tenderer(s) shall submit photocopy of current and valid startups registration certificate inclusive of all the pages showing the category of entrepreneur, monetary limit of their registration for the items tendered to avail the benefits under the policy.
- **2.0** Following tender conditions on Make in India shall be applicable for tenders valuing more than Rs 5 Lacs: (Ref. Rly Board letter No. 2020/RS(G)/779/2/Pt.1 dt. 25.09.2020).
- 2.1 In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I Local Vendor', as defined under the Public Procurement (Preference to Make in India) Order 2017 as amended from time to time (referred to as Order), shall be eligible to bid irrespective of purchase value Note:
 - (i) Class-I/Class-II/Non Local Vendor means a Vendor/Supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the Order of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion or by the competent Ministries/Departments in pursuance to the Order.
 - (ii) 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
 - (iii) *Minimum local content:* The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

- (iv) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the local content as prescribed for 'Class-I local supplier' under the Order.
- (v) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under the Order.
- (vi) 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under the Order.
- (vii) 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- (viii) 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.
- 2.2 Bidders (manufacture or principal of authorized representative) who have a valid/approved ongoing 'Make in India' agreement/program and who while meeting "Essential Qualifying Criteria" as in Clause 5 of "Instructions to Tenderers", would also be considered to be qualified provided:
 - (i) Their foreign 'Make in India' associates meets "Essential Qualifying Criteria" as given in Clause 5 of "Instructions to Tenderers" without exemption, and
 - (ii) The bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
 - (iii) The bidder (manufacturer or principal of authorized representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.
- 2.3 In the procurements not covered by sub-clause 2.1 above, and which are divisible/splitable in nature, the following procedure shall be followed.
 - 2.3.1 Among all qualified bids, if the lowest bid (L1) is from a 'Class-I Local Vendor', the contract for fully quantity will be awarded to L1.
 - 2.3.2 If L1 is not a 'Class-I Local Vendor', 50% of the other quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I Local Vendor', will be invited to match the L1 price for the remaining 50% quantity subject to the local vendor's quoted price falling within the purchase preference margin of (L1 + 20%), and contract for that quantity

shall be awarded to such local vendor subject to matching the L1 price. In case such lowest eligible local vendor fails to match the L1 price or accepts less than the offered quantity, the next higher local vendor within the purchase preference margin of (L1 + 20%) shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local vendors, then such balance quantity may also be ordered on the L1 bidder.

- 2.4 In procurements not covered by sub-clause 2.1 above and which are not divisible and such procurements where the bid is evaluated on price alone, the following procedure shall be followed:
 - 2.4.1 Among all qualified bids, if the lowest bid (L1) is from a local vendor, the contract will be awarded to L1.
 - 2.4.2 If L1 is not from a 'Class-I Local Vendor', the lowest bidder among the 'Class-I Local Vendors', will be invited to match the L1 price subject to local vendor's quoted price falling within the purchase preference margin of (L1+20%) and the contract shall be awarded to such local vendor subject to matching the L1 price.
 - 2.4.3 In case such lowest eligible Class-I local vendor fails to match the L1 price, the Class-I local vendor with the next higher bid within the purchase preference margin of (L1+20%) shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I Local Vendors within the purchase preference margin of (L1+20%) matches the L1 price, then the contract may be awarded to the L1 bidder.
 - 2.4.4 Class II Local Vendors will not get Purchase Preference in any procurement.
- 2.5 Bidder must declare that the item and service offered meets the minimum local content & indicate its percentage in their offer which shall meet (or even offer more) required content as specified in Public Procurement (Preference to Make in India) Order 2017 as amended from time to time. This declaration is necessary even if Custom Duty Exemption and / or Exchange Rate Variation (if applicable) are not being sought. Following documents are to be submitted along with the technical bid:
 - (i) Local Component list i.e. Items and services which are being procured / produced domestically by supplier in the system / equipment / service offered against tender. This list shall include all the components, raw materials, sub services etc.
 - (ii) Foreign / Imported Component list i.e Items and services which are being supplied by bidder from outside India in the system / equipment / service offered against tender. This list shall include all the components, raw materials sub services etc.

- (iii) Bidders shall give the details of the location(s) at which the local value addition is made. Additionally, location(s) details from where foreign / imported components are being supplied be also informed.
- (iv) Bidders shall give the price break-up in percentage for "Local Component" and "Foreign / Imported Component".
- (v) Custom duty applicable on Foreign Exchange component for all Foreign items.
- (vi) The Local Supplier is required to provide self-certification as per the format appended.

In cases of procurement for a value in excess of Rs 10 Crores, the local vendor shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplies other than companies) giving the percentage of local content, in appended format.

- 2.6 Local Suppliers must note that once the declaration / certification is committed by them at tender submission stage, the same cannot be altered at technical negotiation stage or after award of contract otherwise would be treated / considered as false declaration by bidder. If it is identified that there is difference in price received & declaration made and local content is now not meeting the specified tender requirement (i.e only on the quoted price without any loading) then such bidder shall be disqualified and shall not be considered for ranking purpose.
- 2.7 A vendor who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

2.8 Procedure For Calculating The Local Content

- 2.8.1 Local Content (LC) = Base Contract Price i.e. the total contract price less taxes and duties of that equipment/item less:-
 - (a) Direct costs (including Custom Duties, Freight/transportation and insurance) of all materials, components, sub-assemblies, assemblies and products imported into India.
 - (b) Direct and Indirect costs of all services obtained from non-Indian entities/citizens.
 - (c) All license fees, royalties, technical fees and other fees/payments of this nature paid out of India, by whatever term/phrase referred to in contracts/agreements made by vendors/sub-vendors.
 - %age of Local Content = [Total Contract (Invoiced) Price excluding domestic taxes and duties Total cost of Imported Goods & Services] ÷ [Total Contract (Invoiced) Price excluding domestic taxes and duties] x 100

2.8.2 **Proforma To Calculate Local Content**

	Computation of Local Content Percentage		
1	Total Contract Price	XXX	
2	Less: Taxes & Duties	XXX	
3 = 1-2	Base Contract Price	XXX	
Less:			
4	Direct Costs of Products Imported into India	XXX	
5	Direct & Indirect Costs of All Services Obtained From Non-Indian Entities / Citizens	XXX	
6	All License Fee & Other Fee / Payment of this Nature Paid Out of India	XXX	
7 = 4+5+6	Sub-Total	XXX	
8 = 3-7	Local Content	XXX	
8/3*100	Local Content as a Percentage of Base Contract Price		%

Annexure-3

Bid Security Declaration

Not Applicable for this Tender

Annexure-4

Certificate Regarding Compliance of Instructions issued by Govt. of India for Restrictions under Rule 144 (xi) of General Financial Rule

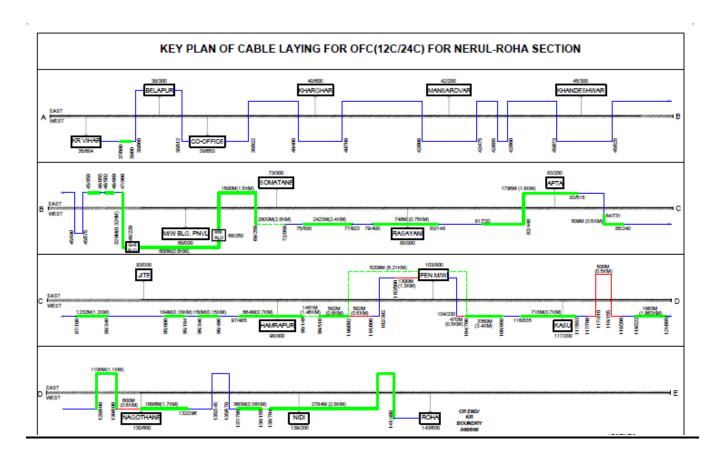
"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on Sub-contracting to contractors from such countries,' I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Signatu	re of Ten	iderer(s)
Date	:	
S	eal:	•

Annexure-5

DRAWINGS

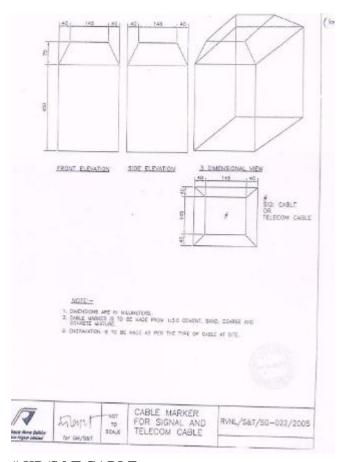
1. Key plan of KRCL OFC in NERUL-BELAPUR-ROHA Section



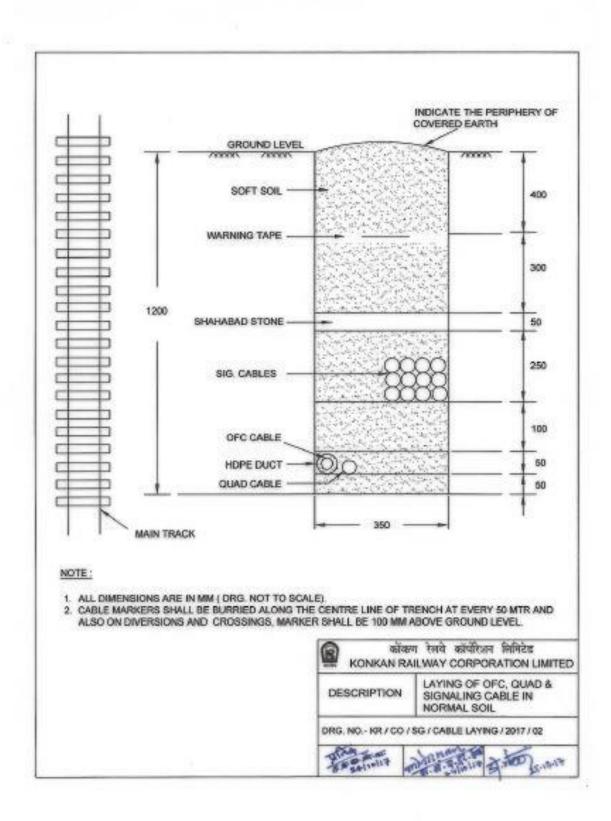
2. Warrning Tape



3. Cable Route Marker (PCC/ Stone)

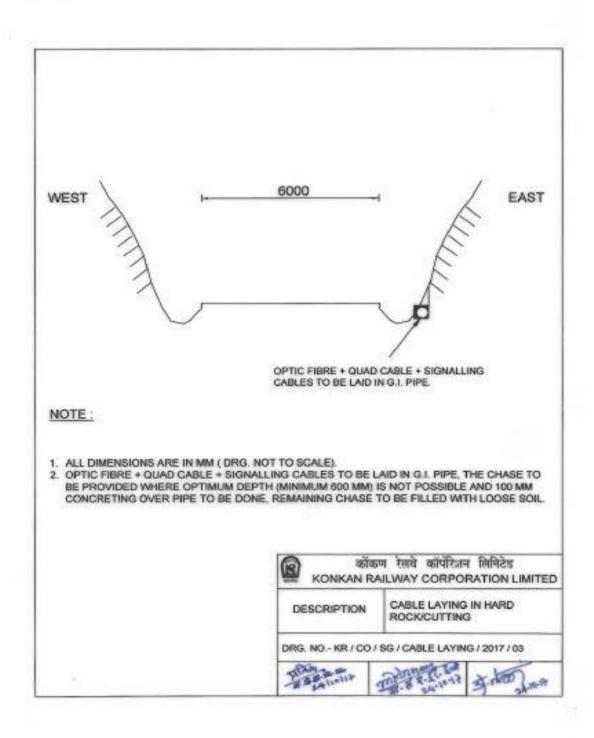


KR/S&T CABLE

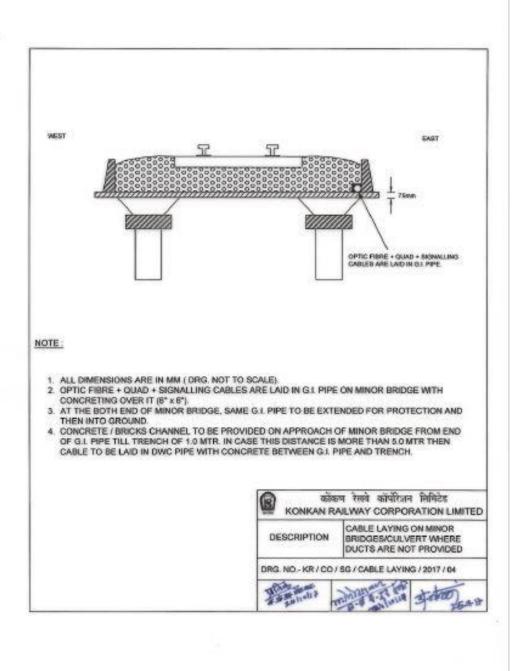


Note: SHAHABAD STONE to be read as BRICKS

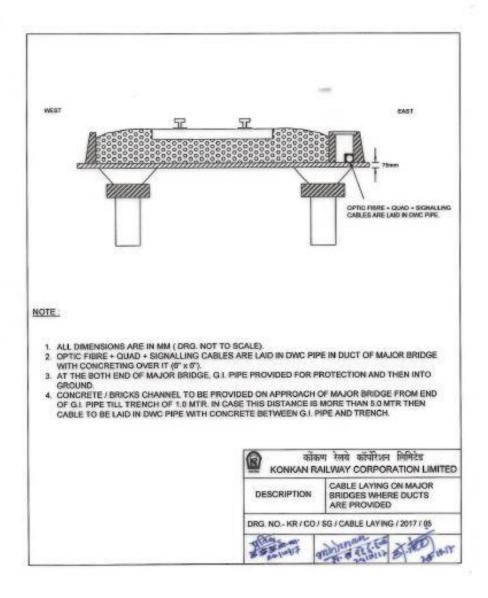
4. Cable Laying in Hard Rock Cutting



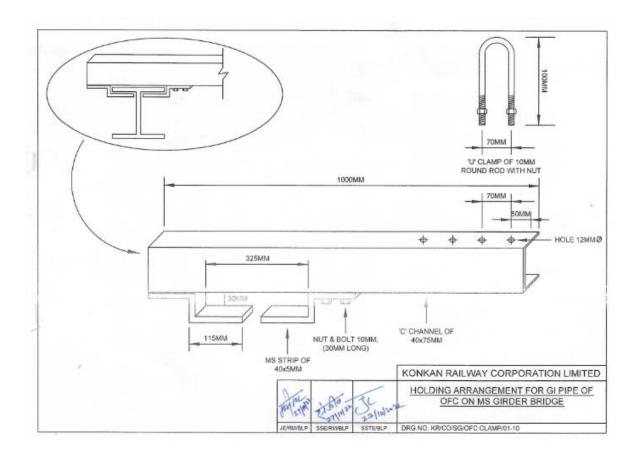
5. Cable Laying in Minor Brige/Culvert

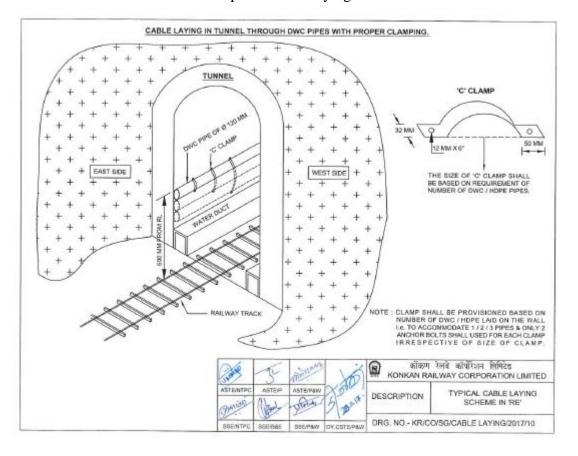


6. Cable Laying in Major Bridge



7. Houlding Clamp for GI Bridge





Schedule of Rates and Quantities

Name of Work: Replacement of KRCL old 12 core OFC cable with new 24core OFC cable between Nerul to Roha section

Sr.	Description of Work	Unit	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)	Inspectio n Agency
	Schedule A - Supply Items					
1	Supply of armoured optic fiber cable mono mode having 24 core fiber as per RDSO spec IRS.TC: 55/2006 Rev.1 Amdt No.2.0 or latest.	Km	85	1,05,000	89,25,000.00	RDSO
2	Supply of solid permanenently lubricated HDPE Telecom duct having 50mm outer dia inner dia and 42mm with wall thicness 4mm, as per RDSO Specification. No. RDSO/SPN/TC/45/2013 Rev.2.0 ammendment 1.0 or latest, along with all required accessories/fittings like end plugs, couplers cable sealing plugs, duct collar etc.	Km	85	84,100	71,48,500.00	RDSO/ RITES
3	Supply of warning tape 6 inch width, colour Red/Orange with warning information painted in black (KRCL-Tele cable), as per drawing. The tape shall be suitable for laying along with underground cables	Km	53.50	3350	1,79,225.00	Consignee
4	Supply of OFC Jointing kit suitable for 24 core OFC with 9mm core dia with suitable heat shrink sleeves, as per TEC Spec No G/OJC-02/01.Mar 99 or latest.	Nos	40	1225.00	49,000	Consignee
5	Supply and installation of PCC/Stone Marker as per drawing No RVNL/S&T/SG-022/2006	Nos	2,000	242.33	4,84,660	Consignee
6	Supply of Double Walled Corrugated (DWC) pipe having 120mm outer dia and 103mm inner dia as per RDSO specification No. RDSO/SPN/204/ 2011 Ver1.1 or latest along with required couplers.	Km	2	1,80,000	3,60,000	RITES
7	Supply of Galvanized Iron pipe Dia-innner 100 mm, with Coupler Grooved clamp, Good quality ISI marked conferming to IS 11722 Type -B	Km	3	5,15,617.75	15,46,853.25	RITES
8	Supply of Mild steel C-Clamp 3mm thk x 25 mm width suitable for holding One DWC pipe of 120mm dia. This includes providing primer coat of red oxide and aluminium paint, along with required	Nos	1,000	106.75	1,06,750	Consignee

Sr.	Description of Work	Unit	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)	Inspectio n Agency
	number of M.S Anchor bolts size 12mm x 150 mm.					
9	Supply of Optical Time Domain Reflectometer (OTDR) as per GR.No.TEC/GR/TX/OTD-01-05-Sep-19 (Connector shall be FC/PC male to DIN (Female). Note: Before placing order, the make and model shall be got approved from KRCL Engineer-in-charge	Nos	3	1,26,000	3,78,000	Consignee
10	Supply of Automatic Fusion Splicing Machine suitable for both single mode & multimode fibres with cladding dia.75-200 micrometer suitable for 24/48 core optic fiber cable Note: Before placing order, the make and model shall be got approved from KRCL Engineer-in-charge	Nos	3	1,95,000	5,85,000	Consignee
11	Supply of OFC Toolkit as per list at para 5.11of Spl condition of Cortact part B). Note: Before placing order, the make and model shall be got approved from KRCL Engineer-in-charge	Nos	3	27,033.90	81,101.70	Consignee
12	Supply of Optical power Meter along with Accessories suitable for measurement of both1310nm and 1550nm wavelength along with E-2000 connector (detailed specification at para 5.10 of Spl condition of Cortact part B). Note: Before placing order, the make and model shall be got approved from KRCL Engineer-in-charge	Nos	3	46,500	1,39,500	Consignee
	Sub - Total (A)				1,99,83,589.95	

Sr.	Description of Work	Unit	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)	Inspection Agency
В	Execution Items			, , ,	` ′	<u> </u>
1	Excavation of trenches in all type of soils upto a depth of 1.2 mtrs and 0.26 mtrs width at the bottom, provision of bricks width wise, approx. 9 bricks per meter, ramming and consolidation of soil, in trench with all contractors material, labours, tools etc.	Km	52.50	2,24,063.57	1,17,63,337.43	Engineer
2	Preparation of cable duct 150 mm wide x 300 mm deep for laying of cable in rocky area and refilling the duct (after cable laying in GI pipe or HDPE duct) with Cement concrete mixuture 1:3:6 and grouting the ends at either side of rocky portion using concrete mixture, with all contractors material, labours, tools, plants etc.	Km	24	5,71,380	1,37,13,120.00	Engineer
3	Clearing of Ballast adjacent to sleepers laid on the RCC bridge for laying GI pipe/ HDPE duct pipe.	Km	2	1,75,000	3,50,000.00	Engineer
4	Excavation of trench to a depth of 1 Mtr. for track /Road crossing of cables, laying of DWC pipes along with required coupling, refilling of trench by ramming and consolidating it as per the instructions of Rly Engineer at site.	Mtr.	600	420.00	2,52,000.00	Engineer
5	Track crossing by horizontal boring method at a depth 1.4 to 2.1 mtr from bottom of sleeper, this includes the supply and insertion, pushing of GI pipe (80 mm) confirming to IS: 1239 heavy class in the bore drilled with coupler between 2 pipes all the joints of casing pipes should be tight and leak proof. The work shall be done as per extent practice and instruction of the Engineer at site. Note: All materials, tools, plants, equipments, labour, accessories etc required to complete the work shall be arranged by the contractor at his own cost.	Mtr.	550	2,801.88	15,41,034.00	Engineer

Sr.	Description of Work	Unit	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)	Inspection Agency
6	Laying of HDPE Telecom duct 50/42 mm dia in the trenches and in pipes/conduits/ducts of various types and sizes, with all Contractor's labour, tools, plantes, etc complete.	Km	83	10,008.45	8,30,701.35	Engineer
7	Laying of DWC/RCC/GI pipes along with collers in trenches at places of track and road crossing, platform and cutting etc.	Km	5	74,115.49	3,70,577.45	Engineer
8	Blowing of armoured optic fiber cable into HDPE duct using blowing machine and associated works. Before blowing OFC, the duct integrity shall be tested, if any defect is be found during duct integrity test, the entire length of HDPE duct from one chamber to another chamber shall be replaced by the contractor at his own cost.	Km	83	8,400	6,97,200.00	Engineer
9	Fabrication, supply & fixing of MS clamp as per drawing along with required fixtures like nuts, bolts, washers etc, suitable of clamping of GI pipes on steel girder bridge,.	No	1,000	580.68	5,80,680.00	Engineer
10	Fixing of DWC/GI pipes on Tunnel Walls/Lining using 'C' clamps (supplied vide item '8' of Sch. A). This includes drilling of required holes, fixing of anchor bolts (12 mm dia x 150 mm), with all Contractor's tools, labour, etc complete.	Km	1	2,04,058	2,04,058.00	Engineer
11	Splicing and testing of 24 fibre OFC and making the splice joint as per direction of site engineer with contractors own splicing machine & tools.	No	40	6,946.86	2,77,874.40	Engineer
12	Excavation for Jointing Pit and provision of Joint chamber of size 1.2 mtr x 1.2 mtr and 0.6 Mtr height with 2 Piece cover on Top and bottom cover with holes for drainage with holes for drainage (Reinforcement drg as per Technical Spec). This includes water cooling of chamber, back filling and ramming of trench after	No	40	15,773.50	6,30,940.00	Engineer

Sr.	Description of Work	Unit	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)	Inspection Agency
	laying and consolidated of soil as well as disposal of soil as per plan as advice by site engineer			(KS.)	(Rs.)	Agency
13	Excavation in normal soil for locating of cable/ joint of signalling /quad/OFC cable taking due care to avoid damage to existing cable etc, up to a depth of 1.2 mtr	Mtr	100	325.51	32,551.00	Engineer
			Su	ıb - Total (B)	3,12,44,073.63	
	GRA	ND TO	TAL (Exc	cluding GST)	5,12,27,663.58	
	Contractor's Percentage to be					
	Total Amount after Inclu	ding Co	ontractor'	s Percentage		



कोंकण रेलवे कॉर्पोरेशन लिमिटेड

(भारत सरकार का उपक्रम)

KONKAN RAILWAY CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

कोंकण रेलवे कॉर्पोरेशन लिमिटेड Konkan Railway Corporation Limited

बेलापुर भवन, प्लॉट क्र 6, Belapur Bhawan, Plot No.6,

सेक्टर 11, सी बी डी बेलाप्र, Sector 11, C B D Belapur,

नवी मुंबई 400 614 Navi Mumbai 400 614

संविदा की सामान्य मानक अनुदेश जुलाई 2022

Standard General Conditions of Contract
July 2022



Engineering Department Konkan Railway

STANDARD GENERAL CONDITIONS OF CONTRACT INDEX PART - I REGULATIONS FOR TENDERS AND CONTRACT

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PART I

Instructions to Tenderers (ITT)

- **1.0 Applicability:** These instructions and Conditions of Contract shall be applicable for all the tenders and Contracts of Railways for execution of Works as defined in GFR 2017.
- **1.01 Order of Precedence of Documents:** In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:
 - i. Letter of Award / Acceptance (LOA)
 - ii. Bill(s) of Quantities
 - iii. Special Conditions of Contract
 - iv. Technical Specifications as given in tender documents
 - v. Drawings
 - vi. Konkan Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
 - vii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
 - viii. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
 - ix. Indian Railways Unified Standard Specifications (Works and Materials) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
 - x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
 - xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- 1.1 Interpretation: These Instructions to Tenders and Contracts shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications, additions or

suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms.

- **1.2 Definition:** In these Instructions to Tenderers, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:
 - (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Konkan Railway Corporation Ltd. or Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.
 - (b) "The Chairman and Managing Director" shall mean the Officer-in-Charge of the general superintendence and control of the Konkan Railway Corporation Ltd and shall mean and include their successors, of the Successor Railway.
 - (c) "Chief Engineer" shall mean the Officer in charge of the Engineering Department of Konkan Railway Corporation Ltd. and shall also include the General Manager/Projects, Chief Project Managers, Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.
 - (d) "Regional Railway Manager" shall mean the Officer in charge of a Region of the Konkan Railway Corporation Ltd. and shall mean and include the Regional Railway Manager of the Successor Railway.
 - (e) "Engineer" shall mean the Regional Engineer or the Senior Engineer, Regional Signal & Telecom Engineer, Regional Electrical Engineer, Regional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organisations on the Railway of the Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Regional Engineer/Deputy Chief Engineer/Deputy General Manager, Senior Regional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Regional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Regional Mechanical Engineer and shall mean & include the Engineers of the Successors Railway.
 - (f) "Tenderer" shall mean the person / the firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.

- (g) "Limited Tenders" shall mean tenders invited from all or some Contractors on the approved or select list of Contractors with the Konkan Railway.
- (h) "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice.
- (i) "Works" shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.
- (j) "Specifications" shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.
- (k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-
 - "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e.
 the Standard Schedule of Rates of the Railway issued under the
 authority of the Chief Engineer from time to time, updated with
 correction slips issued up to date of inviting tender or as otherwise
 specified in the tender documents;
 - 2. "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (I) "Drawings" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms.
- (m) 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.
- (n) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- (o) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities.

1.3 Words importing the singular number shall also include the plural and vice versa where the context requires.

CREDENTIALS OF CONTRACTORS

2. Application for Registration and Approved list of Contractors:

- Works of construction and of supply of material shall be entrusted for execution to Contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. A list of approved Contractors may also be maintained by the Railway. The said list be revised once in a year or so by giving wide publicity through advertisements etc. For registration, the Contractor including a Contractor who is already on the approved list shall apply to the concerned Chief Engineer / General Manager/Projects, Chief Project Manager, Chief Signal & Telecommunication Engineer / Chief Mechanical Engineer / Chief Electrical Engineer, Regional Railway Manager, furnishing particulars regarding:
 - (a) his position as an independent Contractor specifying engineering organization available with details of partners / staff / engineers employed with qualifications and experience;
 - (b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm; details about the transport equipments, construction tools and plants etc., required for the work, maintained by him;
 - (c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;
 - (d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;
 - (e) his ability to supervise the work personally or by competent and duly authorized agent;
 - (f) his financial position;
- 2.2 An applicant shall clearly state the categories of works and the Area/Zone/Region(s)/District(s) in which he desires registration in the list of approved Contractors.
- 2.3 The selection of Contractors for enlistment in the approved list would be done by a committee for different value of slabs as notified by Railway.

2.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved Contractors to cover the cost of sending notices to them and clerkage for tenders etc. Notices shall be sent to them on registered e-mail address and registered postal address.

TENDERS FOR WORKS

- 3. <u>Tender Form</u>: Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I. e-Tender Forms shall be issued free of cost to all tenderers.
- 4. Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

5. Bid Security:

(1) **(a)** The tenderer shall be required to submit the Bid Security with the 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 Bid Security shall be as under:

Value of the Work	Bid Security
For works estimated to cost up to ₹ 1 crore	2% of the estimated cost of the work
For works estimated to cost more than ₹1 crore	₹ 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond ₹ 1 crore subject to a maximum of ₹ 1 crore

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.

- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
 - (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
 - (c) If, his tender is accepted this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of 90days beyond the bid validity period.
- (3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:
 - i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids.
 - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summarily rejection of bid.
 - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.

- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

6. Care in Submission of Tenders:

- (a)(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

- (a)(iv) In case, the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (a)(v) If the tax details of inward supply tax invoice does not reflects in GSTN portal of KRCL for availing credit, KRCL reserves right to withhold/recover the GST component on such inward supply. The supplier should raise the invoice against the respective State's GSTN of KRCL wherever the supply has been made.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 6.1 The tenderers shall submit a copy of Certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of the Certificate to be submitted by the bidder is enclosed as Annexure-V. Non submission of above Certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

CONSIDERATION OF TENDERS

- 7. Right of Railway to Deal with Tenders: The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.
 - **7A. Two Packets System of Tendering:** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.

- **7B. Pre-Bid Conference:** Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre-Bid Conference(s) with the prospective bidders.
- **7C. Make in India Policy**: Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.
- **7D.** Permission to Bid for a bidder from a country which shares Land boundary with India: Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.
- **7E.** Clarification of Bids: To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

8. Execution of Contract Document: The Tenderer whose tender is accepted shall be required to appear in person at the office of the Chief Engineer, General Manager/Projects, Chief Project Manager, Regional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the Tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway

shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

- 9. Form of Contract Document: Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).
 - (a) For Zone contracts, awarded on the basis of the percentage above or below the applicable chapter(s) of Standard Schedule of Rates (SSOR) for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Annexure-II. During the currency of the Zone Contract, work orders as per specimen form Annexures-III, for works not exceeding ₹ 5, 00,000 each, shall be issued by the Regional Railway Manager / Senior Regional Engineer/Regional Engineer/Senior Engineer/Assistant Engineer under the agreement for Zone Contract.
 - (b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure IV.

ANNEXURE - I

KONKAN RAILWAY TENDER FORM (First Sheet)

lend	der No	
Nan	ne of Work	
То		
The	President of India	
Actii	ng through the	Railway
this clos Bid the worl	ched hereto and agree to abide be offer open for acceptance for a ping of the tender and in default the Security". I/We offer to do the wattached bill(s) of quantities and	have read the various conditions to tender by the said conditions. I/We also agree to keep beriod of days from the date fixed for ereof, I/We will be liable for forfeiture of my/our work for Konkan Railway, at the rates quoted in hereby bind myself/ourselves to complete the months from the date of issue of letter of
2.	Conditions of Contract, with all work according to the Special materials and works as laid	de by the Konkan Railway Standard General correction slips up-to-date and to carry out the Conditions of Contract and Specifications of down by Railway in the annexed Special dard Schedule of Rates (SSOR) with all e present contract.
3.	as Bank Guarantee Bond. Full	has already been deposited online /submitted value of the Bid Security shall stand forfeited right or remedies in case my/our Tender is
(a)	I/We do not submit the Perform Tender document;	ance Guarantee within the time specified in the
(b)		ct documents within seven days after receipt of

(c)	I/We do not commence the work within f effect.	ifteen days after receipt of orders to that		
4.	Industrial Policy and Promotion (DI	ed by Department of PP) and my registration number is (Copy enclosed) and hence exempted		
5.	·	ociety and our Registration No. is d hence required to deposit only 50% of		
6.	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) Date		
	(2)	Address of the Tenderer(s)		

ANNEXURE - I (Contd. ...)

TENDER FORM (Second Sheet)

1.	Inst	ructions 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 (enclosed)
	(c)	Bill(s) of quantities (enclosed)
	(d)	Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies which can be seen in the office of or obtained from the office of the Chief Engineer, General Manager/Projects, Chief Project Manager, Konkan Railway on payment of prescribed charges.
	(e)	Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of or obtained from the office of the Chief Engineer, General Manager/Projects, Chief Project Manager, Konkan Railway on payment of prescribed charges.
	(f)	All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2.	Drawings for the Work: The Drawing for the work can be seen in the office of the and / or Chief Engineer, General Manager/Projects, Chief Project Manager, Konkan Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.	
3.		Tenderer(s) shall quote his / their rates as a percentage above or below the idard Schedule of Rates (SSOR) as applicable, except where he/they are

required to quote item rates and must tender for all the items shown in the Bill(s)

of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. 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.

- **4.** 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.
- **5.** The works are required to be completed within a period of _____ months from the date of issue of acceptance letter.

6. Bid Security:

- (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Konkan Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank Guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.
- (c) If his tender is accepted,
 - (i) the Bid Security mentioned in sub para (a) above deposited in cash through e-payment gateway 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;
- (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.
 - The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security the Railway shall return the Bid Security so retained as per sub para (c) above, to the Contractor.
- 7. Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It sha, Il not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
- **8.** If, the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
- 9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

10. Eligibility Criteria:

10.1 Technical Eligibility Criteria:

- (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - (iii) One similar work costing not less than the amount equal to **60%** of advertised value of the tender.
- (b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
 - (iii) One similar work costing not less than the amount equal to60% of advertised value of each component of tender.

Note: for b (i): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.

- (b) (2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.
- (b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of Standard General Conditions of Contract or through subcontractor fulfilling the requirements as per clause 7 of Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:

The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.

Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.

In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of Standard General Conditions of Contract, with prior approval of Chief Engineer in writing.

Note for Item 10.1:

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

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

10.2. Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of 1.5V/N crores; where

V= Advertised value of the tender in crores of Rupees

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

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

The tenderers shall submit requisite information as per Annexure -VIB along with the copies of Audited Balance Sheet duly certified by the Chartered Accountant / Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

10.3. Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI.

- **10.4** No Technical and Financial credentials are required for tenders having advertised value up to ₹ 50 lakh.
- **10.5** Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published

[Explanation for para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 - Eligibility Criteria:]

- 1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
- 2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.

- 3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
- 4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.
 - In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
- 5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
- 6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- 7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3*0.2*value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership

- deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- 8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be reworked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
- 9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
- 10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
- 11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
- 12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is

without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.

- 13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
- 14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
- 15. In case company A is merged with company B, then company B would get the credentials of company A also.]

11.0 Tenderer Credentials:

Documents testifying tenderer's previous experience and financial status should be produced along with the tender.

Tenderer(s) who is / are not borne on the approved list of the Contractors of Konkan Railway shall submit along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of Certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the Certificate to be submitted by the bidder is enclosed as Annexure-V. Non submission of a copy of

Certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
- (vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto five years.
 - (b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto five years.
- **12.** Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
- 13. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Konkan Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

14. Documents to be submitted along with Tender:

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / company / Joint Venture (JV) / Registered Society / Registered Trust/ Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- (ii) Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm:

(i) All documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(b) HUF:

- (i) A copy of notarized affidavit on Stamp Paper declaring that he/who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- (ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(c) Partnership Firm:

- (i) All documents as mentioned in Para 18 of the Tender Form (Second Sheet).
- (d) Joint Venture (JV): All documents as mentioned in Para 17 of the Tender Form (Second Sheet).

(e) Company registered under Companies Act 2013:

- (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company.
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in

- favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(f) LLP (Limited Liability Partnership):

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet)

(g) Registered Society & Registered Trust:

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society
- (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- (iii) If, it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint

- Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society/ HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.
- (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust/HUF/LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to sign the tender, submit the tender, and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

16. Employment/Partnership etc. of Retired Railway Employees:

a) Should a tenderer

- i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR
- ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
- iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his or member(s) of the partner(s)/shareholder(s) family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.
- Note:- If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

JOINT VENTURE (JV) IN WORKS TENDERS

- **17. Participation of Joint Venture (JV) in Works Tender:** This para shall be applicable for works tenders wherein tender documents provide for the same.
- **17.1** Separate identity/name shall be given to the Joint Venture.
- **17.2** Number of members in a JV shall not be more than three, if the work involves

only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

- **17.3** A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.
- 17.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
- **17.5** Bid Security shall be submitted by JV or authorized person of JV either as:
 - (i) Cash through e-payment gateway or as mentioned in tender document, or
 - (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.
- 17.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- 17.7 Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.
- 17.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the tender bid by the JV, except when

modification becomes inevitable due to succession laws etc. provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

- 17.9 Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 17.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 17.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
 - 17.11.1 Joint and Several Liability Members of the Entity to which the

contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the Entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

- **17.11.2** Duration of the Registered Entity It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- **17.11.3** Governing Laws The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 17.12 Authorized Member Joint Venture members in the JV MoU shall authorize Lead members on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.
- **17.13** No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.
- **17.14** Documents to be enclosed by the JV along with the tender:
 - 17.14.1 In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
 - (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
 - (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,

- (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- 17.14.2 In case, one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
 - (i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other members to act on behalf of HUF.
- 17.14.3 In case, one or more members of the JV is/are companies, the following documents shall be submitted:
 - (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement
 - (ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
 - (iii) A copy of Certificate of Incorporation
 - (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

- **17.14.4** In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:
 - (i) A copy of LLP Agreement
 - (ii) A copy of Certificate of Incorporation of LLP
 - (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
 - (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
 - (v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

17.14.5 In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Rules & Regulations of the Society
- (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- **17.14.6** All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

- **17.15** Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:
 - **17.15.1** Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):

(a) For Works without composite components

The technical eligibility for the work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum 25% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07(seven) years, ending last day of the month previous to the one in which tender is invited, one similar single work for a minimum of 25 % of advertised value of the tender.

(b) For works with composite components

The technical eligibility for major component of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component (s) of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum 25% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of the JV must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender

is invited, one similar single work for a minimum of 25% of cost of any component of work mentioned in technical eligibility criteria.

Note for Para 17.15.1

- (a) The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.
- (b) Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.

17.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 10.2 above. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 above.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.

17.15.3 Bid Capacity

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 10.3 above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

18. Participation of Partnership Firms in works tenders:

- **18.1** The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act, prior to submission of tender.
- 18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If, any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If, any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case, the tenderer fails to inform Railway beforehand about any such changes / modification in the

constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

- **18.5** A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- 18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- 18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- **18.8** On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.
- **18.9** In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
 - (a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the

conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

- (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.
- **18.10** The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:
- (i) A notarized copy of partnership deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India / any State Govt. from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

18.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.

19.0 Advances to Contractor -

If specifically provided in Tender Documents of tender having advertised value
more than Rs 50 Crores, Railway shall make payment, as an Interest bearing
advances, as per Contractor's request. These advances shall carry a simple
interest as indicated in the Tender documents. The payment and
recovery of such advances shall be made as per manners prescribed in
Clause 46.4 of the Standard General Conditions of Contract.
(Signature)
(Designation)
Signature of Tenderer(s) Konkan Railway Corporation Ltd
Date Date

ANNEXURE - I (Contd. ...)

TENDER FORM (Third Sheet)

Name of Work:	
_	

BILL OF QUANTITIES

1. Standard Schedule of Rates (SSOR) Items:

SL		Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)
1	2	3	4	5	6	7

2. Non Standard Schedule of Rates (SSOR) Items:

SL	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)
1	2	3	4	5	6	7

The quantities shown in above Bill of Quantities are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

I/We undertake to do the work at	% above/belo	ow the Standard Schedule
of Rates (SSOR) of the	Railway as applicable to _	Region or at the
rates quoted above for each item		
Dated		
Signature of the Tenderer(s)		

Note: Columns 1 to 5 shall be filled by the office of the Authority inviting tender. Columns 6 & 7 shall be filled by the Tenderer(s) only when percentage tenders are not invited.

ANNEXURE - II

AGREEMENT FOR ZONE CONTRACT

CONTRACT A	GREEMENT	No.	Г	DATED	
ARTICLES OF A	GREEMENT m	nade this		day of	
between the Pre	esident of India	acting thro	ugh the Kon l	kan Railway	Corporation
Ltd,					
	 	_ hereinaft	er called the	"Contractor"	of the other
part.					
WHEREAS the (
months from	u	J	101	the periorma	nce or:
(a) New Worl works and suppl not exceeding ₹_	y of building ma		•		•
(b) All ordinary	•			•	
work orders shall					-
during the said	period at	% above	/below the St	andard Sched	dule of Rates
(SSOR) of the $_$		-			
and Standard Sp				•	-
correction slips			•	•	•
conformity with the	• ,	• /			
AND WHEREAS	the performan	ce of the sa	id work is an	act in which t	he public are
interested.					

NOW THIS INDENTURE PRESENTS WITNESSETH That in consideration of the payment to be made by the Railway, the Contractor will duly perform the works set forth in the said Work Order and shall execute the same with great promptness, care and accuracy, in a workman like manner to the satisfaction of the Railway and will complete the same on or before the respective dates specified therein in accordance with the said specifications and said drawings (if any) and said conditions of contract and will observe, fulfill and keep all the conditions therein mentioned, (which shall be deemed and taken to be part of this contract as if the same had been duly set forth herein), AND the Railway both here-by agree that if the Contractor shall duly perform the said work in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the completion thereof the amount due in respect thereof at the rates specified above.

Contractor	Designation
Address	for Konkan Railway Corporation Limited
Witnesses (to signature of Contractor):	
Signature of witnesses with address	
Date	
Signature of witnesses with address	
Date	

ANNEXURE - III

WORK ORDER UNDER ZONE CONTRACT

	VORK ORDER NO, DATED UNDER CONTRACT GREEMENT NO DATED						
Van	 Iame of Work (SITE)						
Sch	edule of Dra	awings					
٩uth	ority		Allocat	ion			
of R date	ates (SSO of inviting	R) of	, upda nerwise specifie	ated wi	is / are he e/below the Standa th correction slips e tender documents	issued up to	
S L	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words (₹)	Amount (₹)	
1	2	3	4	5	6	7	
			Total .	Approx	imate Value of Wor	·k = ₹	
The works herein mentioned are required to be completed on or before [Date). The quantities provided herein are approximate and subject to variation under Clause 42 of the Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.							
Regional Railway Manager/Regional EngineerRegion for Konkan Railway Corporation Limited Date							

I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings hereto annexed and in accordance with the General and Special (if any) Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Standard Specifications of Konkan Railway updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

I also agree to maintain such works for the period specified below from the date of completion:

- (a) Repair and maintenance work including white/color washing: three calendar months from date of completion.
- (b) All new works except earth work: Six calendar months from date of completion.

	(Signature)	Railway: Designation
Address		
Limited		for Konkan Railway Corporation
Date	_	Date
Signature of Witnes	ses (to Signature of Con	tractor) with address
1		
2.		

ANNEXURE - IV

KONKAN RAILWAY CONTRACT AGREEMENT OF WORKS

CONTRAC	TAGREEM	ENT NO		DA	TED		
ARTICLES	OF AGRE	EMENT made t	his	day	of	20	
between	Konkan	Railway Co	orporation	Ltd.	acting	through	the
		_ hereafter ca	illed the "I	Railway"	of the	one part	_and
		nerei	in after called	ine Co	miracior	or other par	ι.
\A/I IF		0		u D-!!	.	c	.e. 41
		Contractor has a set fo					
		eneral Condition					
		iting tender or a					
and the Sp	ecifications	of	updated	l with cor	rrection s	lips issued ι	up to
date of inv	iting tender	or as otherwis	e specified	in the te	ender doc	cuments and	d the
applicable	Standard S	Schedule of Ra	ites (SSOR) of	oth om uio o	_ updated	with
tender doci	iments and	up to date of in the Special Co	nditions and	Special	Specifica	specilied if	ו נווe and אחלי
		drawings here-in					
	•	act in which the				'	
NOW THIS	INDENTUR	RE WITNESSET	TH that in co	nsiderati	ion to the	payments t	to be
		, the Contractor					
		forth and shall					
		kman like manı accordance with					
		ract on or before					
will maintai	in the said	works for a pe	eriod of	_ day 5: C:	alendar r	nonths from	i the
certified da	te of their o	completion and	will observe	, fulfill ar	nd keep a	all the condi	tions
		ch shall be dee					
		lly set forth here					
		ly perform the sand condition					
		said works on t					
		ates specified in					
Contractor		(Signatu	re) Ra	ilway: De	esignatior	1	
Address			_ (Ka	onkan Ra	ailway Co	orporation I	Ltd)
Date				Date			
Signature of	of Witnesse	s (to Signature o	of Contractor	·) with ad	ldress:		
Witnesses	:						
	· · · · · · · · · · · · · · · · · · ·						

ANNEXURE-V

Reference – Para 6.1 of ITT

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

l			(Na	ame and des	gnation) ** ap _l	pointed	as the
attorney/a	uthorize	ed signat	tory of the te	enderer (includin	g its con	stituent	s),	
M/s				(hereinafter	called t	the ten	derer)	for the
purpose	of	the	Tender	documents	for	the	worl	k o
					_ as	per	the	tende
No		_ of	(F	R <i>ailway</i>), do here	eby sole	mnly a	ffirm ar	nd state
on the beh	alf of th	ne tende	rer including	j its constituents	as unde	r:		

- 1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
- 2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
- 3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
- 4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- 5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
- 6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
- 7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
- 8. I/we understand that if the contents of the affidavit submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto five year. Further, I/we (insert name of the

tenderer) **_____and all my/our constituents understand that my/our offer shall be summarily rejected.

- 9. I/we also understand that if the contents of the affidavit submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five years.
- 10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE OF THE TENDERER

Place: Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

This affidavit is to be given by each member of JV.

ANNEXURE - VI

Reference -Para 10.3 & 17.15.3 of Tender Form (Second Sheet) of Annexure I of ITT

TENDERER'S CREDENTIALS (BID CAPACITY)

RAILWAY
RAILWAI

For tenders having advertised value more than Rs 20 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

Available Bid Capacity = [A x N x 2] - 0.33xNxB

Where

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

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

B = Value of existing commitments and balance amount of ongoing works with the tenderer as on date one month prior to the tender closing date to be completed in next 'N' years.

Note:

- (a) The Tenderer(s) shall furnish the details of:
- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and
- (ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

- **(b)** In case if a bidder is JV, the tenderer(s) must furnish the details of:
- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and

(ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or a as member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

- (c) Value of a completed work / work in progress / work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected summarily.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available Bid Capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

Annexure -VIA

Para 5 of the Instructions to Tenderers

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: President of India, Acting through,	
Beneficiary: Railway	
Date:	
Bank Guarantee Bond No.:	Date:
In consideration of the President of India acting through address of Contract Signing Authority),	through formed that dder") intends to he sum of <i>[Insert</i>]
AND	
WHEREAS,	, hereinafter called of the authorised

- 1. KNOW ALL MEN that by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [Insert required Value of Bid Security] as above stated.
- 2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the

Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

- The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
- 4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
- 5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
- 7. The Bank Guarantee is unconditional and irrevocable.
- 8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
- 9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
- 10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI
	MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Bank's Seal

[P/Attorney] No.

D	Date		
P	Place E	ank's Seal and authorized signature(s)	
	[N	ame in Block letters]	
<i>No.]</i> Witne	ess:	[Designation with Code [P/Attorney] No.	
1	1 Signature, Name & Address & Seal		
2	2 Signature, Name& address & Seal		

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

Annexure -VIB

Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT

Each Bidder or each member of a JV must fill in this form separately:

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

- The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years. 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.
- 2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
- 3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

SEAL AND	SIGNATURE OF THE BIDDER
Certified that all figures and facts submitted in this fo consideration of all observations/notes in Auditor's re	
(Signa	ature of Chartered Accountant)
Name of	FCA:
Registra	ation No:
	(Seal)

Part II

STANDARD GENERAL CONDITIONS OF CONTRACT

- **1. (1) Definitions:** In these Standard General Conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:
 - (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Konkan Railway Corporation Limited or of the Successor Railway authorized to deal with any matters which these presents are concerned on his behalf.
 - (b) "The Chairman and Managing Director" shall mean the Officer in-charge of the General Superintendence and Control of the Konkan Railway Corporation Limited and shall mean and include their successors, of the successor Railway.
 - (c) "Chief Engineer" shall mean the Officer in-charge of the Engineering Department of Railway and shall also include General Manager (Projects), Chief Project Manager, Chief Signal & Telecommunication Engineer, Chief Signal & Telecommunication Engineer (Construction), Chief Electrical Engineer (Projects), Chief Mechanical Engineer and shall mean & include their successors, of the Successor Railway.
 - (d) "Regional Railway Manager" shall mean the Officer in-charge of a Region of the Railway and shall mean and include the Regional Railway Manager of the Successor Railway.
 - (e) "Engineer" shall mean the Regional Engineer or the Senior Engineer, Regional Signal & Telecom Engineer, Regional Electrical Engineer, Regional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organisations on the Railway of the Engineering, Signal & Telecom, Electrical and Mechanical Departments, i.e. the Senior Regional Engineer/Deputy Chief Engineer/Chief Engineer, Senior Regional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Regional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Regional Mechanical Engineer and shall mean & include the Engineers of the Successors Railway.
 - (f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering/Signal and Telecommunication Engineering/Mechanical Engineering/Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.

- (g) "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
- (h) "Contract" shall mean and include the Agreement, of the Work Order, the accepted Bill(s) of Quantities or Chapter(s) Standard Schedule or Rates (SSOR) of Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
- (i) "Works" shall mean the works to be executed in accordance with the contract.
- (j) "Specifications" shall mean the Standard Specifications for Materials &Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any.
- (k) Standard Schedule of Rates (SSOR) shall mean the Schedule of Rates adopted by the Railway, which includes: -
 - "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e.
 the Standard Schedule of Rates of the Railway issued under the
 authority of the Chief Engineer from time to time, updated with
 correction slips issued up to date of inviting tender or as otherwise
 specified in the tender documents;
 - 2. "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (I) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (m) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (n) "Temporary Works" shall mean all temporary works of every kind required for the execution, completion and/or maintenance of the works.

- (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- (p) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- (q) 'Contractor's authorized Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (r) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- (s) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.
- **1.(2) Singular and Plural:** Words importing the singular number shall also include the plural and vice versa where the context requires.
- **1.(3) Headings and Marginal Headings:** The headings and marginal headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof the contract.

GENERAL OBLIGATIONS

2. (1) Execution Co-Relation and Intent of Contract Documents: The contract documents shall be signed in triplicate by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

- 2.(2) If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.
- 2. (3) If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.
- **3. (1)** Law Governing the Contract: The contract shall be governed by the law for the time being in force in the Republic of India.
- 3.(2) Compliance to Regulations and Bye-Laws: The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

3.(3) Environmental and Forest clearances:

The Railway represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme, will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A(ii).

- 4. Communications to be in Writing: All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e-mail id provided for correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.
- 5. Service of Notices on Contractors: The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.
- 6. Occupation and Use of Land: No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
- 7. Assignment or Subletting of Contract: The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to sub-contract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:

(a) (i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.

(ii) The sub-contractor shall have successfully completed at least one work similar to work proposed for sub-contract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be sublated through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is having average annual turnover of Rs.500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorized by the Public Listed Company to issue such certificates.

Note: for subletting of work costing up to Rs 50 lakh no previous work experience shall be asked for by the Railway.

In case contractor submits sub-contractor's work experience certificate issued by Public Listed Company, the contractor shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final / last bill paid by Company in support of above work experience certificate.

- (iii) There is no banning of business with the sub-contractor in force over KR.
- (b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with sub-contractor. No subcontractor shall be permitted without a formal agreement between Contractor and sub-contractor. This agreement shall clearly define the scope of work to be carried out by sub-contractor and the terms of payment in clear & unambiguous manner.
- (c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- (d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of sub-contractor's work.

- (e) Once having entered in to above agreement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.
- (f) The Contractor shall indemnify railway against any claim of subcontractor.
- (g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
- (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by sub-contractor, shall issue work experience certificate to the sub-contractor also for the portion of work sub-contracted and successfully completed by the subcontractor.

Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work; without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, only once, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.

- (i) The responsibility of successful completion of work by sub-contractor shall lie with Contractor. Sub-contracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- (j) Further, in case Engineer is of the view that sub-contractor's performance is not satisfactory, he may instruct the Contractor to remove the sub-contractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of sub-contract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).

- (k) The permitted sub-contracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.
- 8. Assistance by Railway for the Stores to be obtained by the Contractor: Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway may have agreed without any liability therefore to endeavour to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the Tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material, the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of works including employment of labour and the Railway shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non-supply.
- **9. Railway Passes:** No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.
- **10. Carriage of Materials:** No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefor.
- 11. Use of Ballast Trains: The Railway may agree to allow the Contractor use of the ballast or material trains under such conditions as shall be specially prescribed, provided that the Contractor shall pay for the use thereof charges calculated at public tariff rates on the marked carrying capacity of each vehicle subject to specified minimum charge per day or part of day and provided further that the Contractor shall indemnify the Railway against any claims or damages arising out of the use or misuse thereof and against any liabilities under the Workmen's Compensation Act, 1923 or any statutory amendments thereto.
- 12. Representation on Works: The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 62 of these Conditions.

- 13. Relics and Treasures: All gold, silver, oil, other minerals of any description, all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the Railway and the Contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.
- 14. Excavated Material: The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth,trees, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Railway provided that the Contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.
- 15. Indemnity by Contractors: The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- 16.(1) Security Deposit: The Security Deposit shall be 5% of the contract value The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

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

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

- **16.(2)** (i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:
 - (a) Final Payment of the Contract as per clause 51. (1) and
 - **(b)** Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor **and**
 - (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable.
- **16.(2)** (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.
- **16.(3)** No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.

16.(4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22nd day

after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

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

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:
 - (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Government Securities including State Loan Bonds at 5% below the market value;
 - (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - (vi) Deposit in the Post Office Saving Bank;
 - (vii) Deposit in the National Savings Certificates;
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds and
 - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the Railway is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay to the Railway any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of these conditions.
- 17. Force Majeure Clause: If at any time, during the continuance of this 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, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

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

(i) Extension due to Modification:

If, any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.

(ii) Extension for Delay not due to Railway or Contractor:

If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

(iii) Extension for Delay due to Railways:

In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

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

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

17-B Extension of Time with Liquidated Damages (LD) for delay due to Contractor:

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

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

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

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

NOTE:

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

- 18.(1) Illegal Gratification: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.
- **18.(2)** The Contractor shall not lend or borrow from or have or enter into any monitory dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled

forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the Chairman & Managing Director of KRCL, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.

EXECUTION OF WORKS

- 19.(1) Contractor's understanding: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- **19.(2)** Commencement of Works: The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.
- 19.(3) Accepted Programme of Work: The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organisation (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme.

In Contracts for works of New Line/Gauge Conversion/Doubling/Railway Electrification, finalized through Tenders having advertised value more than Rs.50crores, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow

adopting Project Management Software such as **Primavera/Sure Track/MS Project etc.** The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:

The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage, Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, each of these stages for work by each Subcontractor, if any, the sequence and timing of inspections and tests specified in the Contract, and a supporting report which includes:

- (i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and
- (ii) details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel &Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Engineer shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer within 15 days in accordance with this Sub-Clause.

19.(4) Setting out of Works: The Contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The Contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and check these at frequent intervals. The Contractor shall provide all facilities like labour and instruments and shall co-operate with the Engineer's representative for checking of all alignment, grades, levels and dimensions. If, at any time, during the progress of the works any error appear or arise in any part of the work, the Contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative.

Such checking shall not absolve the Contractor of his own responsibility of maintaining accuracy in the work. The Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

- 20.(1) Compliance to Engineer's Instructions: The Engineer shall direct the sequence in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time; but the Contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
- **20.(2) Alterations to be Authorized:** No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorised, except under written instructions from the Engineer.
- 20.(3) Extra Works: Should works over and above those included in the contract require to be executed at the site, the Contractor shall have no right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Railway.
- 20.(4) Separate Contracts in Connection with Works: The Railway shall have the right to let other contracts in connection with the works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the Contractor's work depends upon proper execution or result upon the work of another Contractor(s), the Contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The Contractor's failure so-to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.
- 21. Instruction of Engineer's Representative: Any instructions or approval given by the Engineer's representative to Contractor in connection with the works shall bind the Contractor as though it had been given by the Engineer provided always as follows:
 - (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.
 - (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

- 22.(1) Adherence to Specifications and Drawings: The site and the detailed drawings shall be made available to the contractor commensurate with the accepted programme of work submitted under clause 19(3). The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If Contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer, he shall bear all the costs arising or ensuing therefrom and shall be responsible for all loss to the Railway.
- **22.(2) Drawings and Specifications of the Works:** The Contractor shall keep one copy of Drawings and Specifications at the site, in good order, and such contract documents as may be necessary, available to the Engineer or the Engineer's Representative.
- **22.(3)** Ownership of Drawings and Specifications: All Drawings and Specifications and copies thereof furnished by the Railway to the Contractor are deemed to be the property of the Railway. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the Railway on completion of the work or termination of the Contract.
- **22.(4)** Compliance with Contractor's Request for Details: The Engineer shall furnish with reasonable promptness, after receipt by him of the Contractor's request, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the Contract Documents and reasonably inferable there from.
- **22.(5) Meaning and Intent of Specification and Drawings:** If any ambiguity arises as to the meaning and intent of any portion of the Specifications and Drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Engineer who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.
- Working during Night: The Contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer. However, if the Engineer is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the Contractor for claiming any extra payment for the same.
- **24. Damage to Railway Property or Private Life and Property:** The Contractor shall be responsible for all risk to the work and for trespass and shall make

good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway, although all reasonable and proper precautions may have been taken by the Contractor. In case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railway shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid; any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

25. Sheds, Storehouses and Yards: The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each such sheds, storehouses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plant which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, storehouses or yards by the Contractor. The Contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.

26. Provision of Efficient and Competent Staff at Work Sites by the Contractor:

26.1 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only

- such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.
- 26.2 The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- 26.3 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

26A. Deployment of Qualified Engineers at Work Sites by the Contractor:

- **26A.1** The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, qualified Diploma Engineer(s), as prescribed in the tender document.
- **26A.2** In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender document.
- **26A.3** No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.
- 27.(1) Workmanship and Testing: The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.

- **27.(2)** Removal of Improper Work and Materials: The Engineer or the Engineer's Representative shall be entitled to order from time to time:
 - (a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.
 - (b) The substitution of proper and suitable materials, and
 - (c) The removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 62 of these conditions.
 - (d) The provision of Construction and Demolition Waste Management Rule 2016 issued by Ministry of Environment Forest and Climate Change dated 29.03.2016 and published in the Gazette of India, Part II, Section -3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.
- **28. Facilities for Inspection:** The Contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.
- 29. Examination of Work before Covering Up: The Contractor shall give 7 days' notice to the Engineer or the Engineer's Representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's Representative be uncovered and measured at the Contractor's expense or no allowance shall be made for such work or materials.
- 30. Temporary Works: All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the Contractor to remove the

temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the Contractor. If temporary huts are provided by the Contractor on the Railway land for labour engaged by him for the execution of works, the Contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the Contractor's labour refuse to vacate, and have to be evicted by the Railway, necessary expenses incurred by the Railway in connection therewith shall be borne by the Contractor.

- **31.(1)** Contractor to Supply Water for Works: Unless otherwise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.
- 31.(2) Water Supply from Railway System: The Railway may supply to the Contractor part or whole of the quantity of the water required for the execution of works from the Railway's existing water supply system at or near the site of works on specified terms and conditions and at such charges as shall be determined by the Railway and payable by the Contractor, provided that the Contractor shall arrange, at his own expense, to effect the connections and lay additional pipelines and accessories on the site and that the Contractor shall not be entitled to any compensation for interruption of failure of the water supply.
- 31.(3) Water Supply by Railway Transport: In the event of the Railway arranging supply of water to the Contractor at or near the site of works by travelling water tanks or other means, the freight and other charges incurred thereby, including demurrage charges that may be levied, shall be paid by the Contractor in addition to the charges referred to in Sub-Clause (2) of the Clause provided that the Contractor shall not be entitled to any compensation for interruption or failure of the water supply.
- **31.(4)** (a) Contractor to Arrange Supply of Electric Power for Works: Unless otherwise provided in the contract, the Contractor shall be responsible for arrangements to obtain supply of Electric Power for the works.
 - (b) Electric Supply from the Railway System: The Railway may supply to the Contractor part or whole of the electric power wherever available and possible, required for execution of works from the Railway's existing electric supply systems at or near the site of works on specified terms and conditions and such charges as shall be determined by the Railway and payable by the Contractor provided the cost of arranging necessary connections to the Railway's Electric Supply systems and laying of underground/overhead conductor, circuit protection, electric power meters, transmission structure, shall be borne by the Contractor and that the Contractor shall not be entitled to any compensation for interruption or failure of the Electric supply system.

- 32. Property in Materials and Plant: The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately be deemed to be the property of the Railway. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.
- 33.(1) Tools, Plant and Materials Supplied by Railway: The Contractor shall take all reasonable care of all tools, plant and materials or other property whether of a like description or not belonging to the Railway and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted sub-contractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the Engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.
- **33.(2) Hire of Railway's Plant:** The Railway may hire to the Contractor such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.
- **34.(1) Precaution During Progress of Works:** During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.
- **34.(2)** Roads and Water Courses: Existing roads or water courses shall not be blocked cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

- 34.(3) Provision of Access to Premises: During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the works and shall react and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day, if so ordered by the Engineer and with such vigor so that the traffic way be impeded for as short a time as possible.
- **34.(4) Safety of Public:** The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or railway property and shall post such look out men as may, in the opinion of the Engineer, be required to comply with regulations appertaining to the work. Contractor shall ensure placement of barricading / partitions at the place of work to ensure safety of habitants of adjacent area, failing which Engineer may advise stoppage of work as per his discretion.
- **34.(5) Display Board:** The Contractor shall be responsible for displaying the details of works i.e. name of work, approximate cost, expected date of completion, name and address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m.
- 35. Use of Explosives: Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then also only in the manner and to the extent to which such permission is given. Where explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosive Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives. All operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the Railway in respect thereof.
- **36.(1)** Suspension of Works: The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:
 - (a) Provided for in the contract, or
 - (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and or
 - (c) Necessary for the safety of the works or any part thereof, or

- (d) Necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site, or
- (e) Necessary to avoid disruption of traffic and utilities, as also to permit fast repair and restoration of any damaged utilities, or
- (f) Due to instruction of The National Green Tribunal or any other statutory authority due to high level of pollution in the city of worksite.
- 36.(2) The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of time for completion of the works as the Engineer may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.
- 36.(3) Suspension Lasting More than 3 Months: If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the Railway.

37. Rates for Items of Works:

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

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

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

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

38. Demurrage and Wharfage Dues: Demurrage charges calculated in accordance with the scale in force for the time being on the Railway and incurred by the Contractor failing to load or unload any goods or materials within the time allowed by the Railway for loading as also wharfage charges, of materials not removed in time, as also charges due on consignments booked by or to him shall be paid by the Contractor, failing which such charges shall be debited to the Contractor's account in the hands of the Railway and shall be deducted from any sums which may become due to him in terms of the contracts.

39.(1) Rates for Extra Items of Works:

(a) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR) modified by the tender percentage, as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR). However, the cumulative value of all such extra item(s) together (modified by the respective tender percentage) shall not exceed 10 % of the original contract value.

For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b).

(b) Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

The assessment of rates for extra item shall be arrived at based on prevailing market rates of labour, machinery & material and by taking guidance from the following documents in order of priority:

- (i) Analysis of Rates for Unified Schedule of Rates of Indian Railways (USSOR)".
- (ii) Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)"
- (iii) Market Analysis
- 39.(2) Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereuntofore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect, he may appeal to the Chief Engineer within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The Chief Engineer's decision after hearing both the parties in the matter would be final and binding on the Contractor and the Railway.
- **40.(1) Handing over of Works:** The Contractor shall be bound to hand over the works executed under the contract to the Railway complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his

certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.

- 40.(2) Clearance of Site on Completion: On completion of the works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the Railway shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be affected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.
- 40A Offloading of Part(s) of Work: At the final stage of completion/ commissioning of work, in case the contractor fails to complete the final part(s) of the work and the value of such part(s) of the work is limited to 5% of the original contract value, the Engineer may allow/decide for offloading of such part(s) of works, either after the Contractor's request in writing to do so or after serving a 14 (Fourteen) days suo-moto notice (as per annexure-VIIA), if the Engineer is of the opinion that:-
 - (i) Such Offloading of works (up to 5% of original contract value) would enable successful completion of contract/work;
 - (ii) Termination/ Part termination of the contract at this stage is not be in the interest of the Railway/work; and
 - (iii) The anticipated additional cost for execution of such works through other mode would not be substantial and can be recovered from the pending dues of the contractor;

The Contractor shall be informed, in due course, by the Engineer of the mode and cost of execution of such offloaded work through other agency(ies) (as per annexure- VIIB). The extra expenditure so incurred in execution of the offloaded work, shall be recovered from subsequent Bill(s) or any other dues of the Contractor, but not exceeding the value of Performance Guarantee available in the contract. There shall be no other repercussion of such offloading on execution of the balance contract. The Contractor shall have no claim on account of above-mentioned offloading of works.

VARIATIONS IN EXTENT OF CONTRACT

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

- circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (d) Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
 - d.(i) Quantities operated upto 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 upto 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.
- (iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedules as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
- 42.(3) Valuation of Variations: The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

CLAIMS

- 43.(1) Quarterly Statement of Claims: The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars.
- 43.(2) Signing of "No Claim" Certificate: The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contactor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

- **44. Quantities in Bill(s) of Quantities Annexed to Contract:** The quantities set out in the accepted Bill(s) of Quantities with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.
- 45(i). Measurement of Works by Railway: The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the

accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

- (a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and Classification of the measurements.
- (b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

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

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

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall not withstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

(i) It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks.

Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

- (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.
- (b) Incorrect measurement, actions to be taken: If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:
 - (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.
 - (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages equal to 15% of claimed gross bill value. In addition, the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 45(i) above.
- 46.(1) "On-Account" Payments: The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of six percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.
- **46.(2)** Rounding off Amounts: The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more up to ₹1 will be reckoned as ₹1.

- 46.(3) On Account Payments not Prejudicial to Final Settlement: "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.
- **46.(4)** If payment(s) of Advances are applicable in the contract, as mentioned in the Tender Documents, Railway shall make payment(s) of Interest-bearing advances, on the request of contractor. The payment and recovery of such Advances shall be made as under:

(a): Mobilisation Advance -

This shall be limited to 10% of the Contract value and shall be paid in 2 stages :

Stage 1–5% of Contract Value on signing of the contract agreement.

Stage 2 – 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.

The stage 1 of advance shall be payable immediately after signing of contract agreement.

The stage 2 of advance shall be payable at the time of mobilisation, only after submission of an utilization certificate by the contractor that the Stage 1 advance has been properly utilized in the contract.

These Advances shall be payable against irrevocable guarantee (Bank Guarantee, FDRs) from a scheduled commercial bank of India of at least 110% of the value of the sanctioned advance amount (covering principal plus interest).

(b): Advance Against Machinery and Equipment -

This advance shall be limited to a maximum of 10% of the contract value against new Machinery & Equipment, involving substantial outlay, brought to site and essentially required for the work. This advance shall not exceed 75% of the purchase price of such Equipment and shall be payable when Equipment is hypothecated to the President of India by a suitable bond or alternatively covered by an irrevocable Bank Guarantee from a scheduled commercial bank of India for full cost of the Plant & Equipment in a form acceptable to Railways. The Plant & Equipment shall be insured for the full value and for the entire period, they are required for the work. This Plant & Equipment shall not be removed from the site of work without prior written

permission of the Engineer. No advance should be given against old Plant & Machinery.

The advances under sub clause (a) and (b) above, are subject to the following conditions –

- (i) The full amount of Advances shall be recovered from contractor dues. The recovery shall commence when the value of contract executed reaches 15% of original contract value and shall be completed when the value of work executed reaches 85% of the original contract value. The instalments on each "on account bill" will be on pro-rata basis.
 - Interest shall be recovered on the advance outstanding for the period commencing from the date of payment of advance till date of particular on-account bill (through which recovery of principal is effected) and adjusted fully against on-account bill along with pro-rata principal recovery. In the event of any short-fall, the same shall be carried forward to the next on-account bill and shall attract interest.
- (ii) The advances shall be used by the Contractor for the purpose of the Contract, and for the purpose for which they are paid. Under no circumstances, shall the advances be diverted for other purposes. Any such diversion shall be construed as a breach of the Contract and the Contractor shall be asked to return the advance at once and pay interest at 15% per annum till the advance is recovered back from him. The Contractor shall return the advance and pay the interest in one go without demur. The Contractor, if required by the Engineer shall provide the details of utilisation of Mobilisation advance.
- (iii) If the Contractor is found to have contravened the provision, it will constitute a breach of contract and Railway shall be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.
- (iv) In cases, where the Contract is rescinded as per clause 62 of the contract or short closed under any other condition(s) of the contract, without making full recovery of advances and accrued interest thereon, by the Railway, such balance of advances and accrued interest thereon shall immediately become due and payable by the Contractor to the Railway. The same shall be recovered from any due of Contractor with the Government of India.
- **46.(5) Manner of Payment:** Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.

46A. Price Variation Clause (PVC):

- **46A.1 Applicability:** Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores and having completion period above 12 months. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation):
 - a) Materials supplied by Railway to the Contractors, either free or at fixed rate;
 - b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).
- **46A.2 Base Month:** The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following Base Month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

46A.3 Validity:

Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:

- (a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,
- (b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.
- **46A.4** Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.
- **46A.5** No price variation shall be admissible for fixed components.
- **46A.6** The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:

(I) For Civil Engineering Works

SN	Classifica		1A, 2 & 3A	4A	5A	6A	7	8A	9A	1B, 3B, 4B, 5B, 6B 8B & 9B	1C, 3C, 4C, 5C, 6C, 8C &	3D, 4D, 5D, 6D, 8D & 9D	3E, 4E, 5E, 6E, 8E & 9E
1	Fixed	*	15	15	15	15	15	15	15	15	15	15	15
2	Labour	Lc	15	20	25	15	15	15	20	5	5	10	25
3	Steel	Sc	0	0	20	0	0	0	0	75	0	50	0
4	Cement	Cc	0	0	15	0	0	0	0	0	75	0	0
5	Plant Machinery & Spares	PMc	35	15	0	20	20	20	30	0	0	10	30
6	Fuel & Lubricants	Fc	25	15	10	35	35	35	15	5	5	10	20
7	Other materials	Mc	10	15	15	15	15	15	20	0	0	5	10
8	Detonators & Explosive	Ec	0	20	0	0	0	0	0	0	0	0	0
Total			100	100	100	100	100	100	100	100	100	100	100

^{*} It shall not be considered for any price variation.

The classification mentioned in the table above represents following type of item(s) in the work(s) –

1 Earthwork in Formation

- 1A All Item(s) excluding 1B or/and 1C
- 1B Item(s) for supply of Steel
- 1C Item(s) for supply of Cement

2 Ballast Supply Works

3 Tunnelling Works (Without Explosives)

- 3A All Item(s) excluding 3B or/and 3C or/and 3D or/and 3E
- 3B Item(s) for supply of Steel
- 3C Item(s) for supply of Cement or/and Grout
- 3D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 3E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

4 Tunnelling Works (With explosives)

- 4A All Item(s) excluding 4B or/and 4C or/and 4D or/and 4E
- 4B Item(s) for supply of Steel
- 4C Item(s) for supply of Cement or/and Grout
- 4D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 4E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

5 Building Works

- 5A All Item(s) excluding 5B or/and 5C or/and 5D or/and 5E
- 5B Item(s) for supply of Steel
- 5C Item(s) for supply of Cement
- 5D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 5E Item(s) for Fabrication & Erection of Structures excluding supply of Steel.

6 Bridges & Protection work

- 6A All Item(s) excluding 6B or/and 6C or/and 6D or/and 6E
- 6B Item(s) for supply of Steel
- 6C Item(s) for supply of Cement
- 6D Item(s) for Fabrication, Assembly, Erection& Launching of Girders including supply of Steel
- 6E Item(s) for Fabrication, Assembly, Erection &Launching of Girders excluding supply of Steel

7 Permanent Way linking

8 Platform, Passenger Amenities

- 8A All Item(s) excluding 8B or/and 8C or/and 8D or/and 8E
- 8B Item(s) for supply of Steel item/fittings
- 8C Item(s) for supply of Cement Item
- 8D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 8E Item(s) for Fabrication & Erection of Structures excluding supply of Steel

9 Any Other Works not covered in Classification 1 to 8

- 9A All Item(s) excluding 9B or/and 9C or/and 9D or/and 9E
- 9B Item(s) for supply of Steel

- 9C Item(s) for supply of Cement or/and Grout
- 9D Item(s) for Fabrication & Erection of Structures including supply of Steel
- 9E Item(s) for Fabrication & Erection of Structures excluding supply of Steel
- **46A.7 Formulae:** The Amount of variation in prices in various components (labour, material etc.) shall be worked out by the following formulae:
 - (i) $L = (W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q L_B) \times L_C$ $L_B \times 100$
 - (ii) M = $(W \text{ or } W_{SF} \text{ or } W_{F} \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q M_B) \times M_C$ $M_B \times 100$
 - (iii) $F = \underline{(W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q F_B) \times F_C}$ $F_B \times 100$
 - (iv) E = $(W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (E_Q E_B) \times E_C$ $E_B \times 100$
 - (v) PM = $(\underline{W \text{ or } W_S \text{ or } W_C \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) x (\underline{PM_Q PM_B}) x \underline{PM_C}$ $\underline{PM_B x 100}$
 - (vi) $S = (W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q S_B) \times S_C$
 - (vii) C = $(W \text{ or } W_C) \times (C_Q C_B) \times C_C$ $C_B \times 100$

(II) For Railway Electrification Works:

- (viii) $T = [0.4136x(C_Q C_B) / C_B] \times 85$
- (ix) $R = [0.94x(R_T R_O) / R_O + 0.06x(Z_T Z_O) / Z_O] \times 85$
- (x) $N = [(P_T P_O) / P_O] \times 85$
- (xi) $I = [(I_T I_O) / I_O] \times 85$
- (xii) $G = [(M_Q M_B) / M_B] \times 85$
- (xiii) $Er = [(L_O L_B) / L_B] \times 85$

Where,

- L Amount of price variation in Labour
- M Amount of price variation in Materials
- F Amount of price variation in Fuel
- E Amount of price variation in Explosives
- PM Amount of price variation in Plant, Machinery and Spares
- S Amount of price variation in Steel Supply Item
- C Amount of price variation in Cement Supply Item

- T Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)
- R Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)
- N Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
- Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
- G Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
- Er Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
- L_C % of Labour Component in the item(s)
- M_C % of Material Component in the item(s)
- F_C % of Fuel Component in the item(s)
- E_C % of Explosive Component in the item(s)
- PM_C % of Plant, Machinery and Spares Component in the item(s)
- S_C % of Steel Supply item Component in the item(s)
- C_C % of Cement Supply item Component in the item(s)
- W Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W_S or/and W_C or/and W_{SF} or/and W_F or/and W_{SFL} or/and W_{FL} and cost of materials supplied by Railway either free or at fixed rate,
- W_S Gross value of work done by Contractor for item(s) of supply of steel.
- W_C Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
- W_{SF} Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
- W_F Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
- W_{SFL} Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
- W_{FL} Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.
- L_B Consumer Price Index for Industrial Workers All India: Published in R.B.I. Bulletin for the base period
- Consumer Price Index for Industrial Workers All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the guarter under consideration
- M_B Wholesale Price Index: All commodities as published in the R.B.I. Bulletin for the base period

- M_Q Wholesale Price Index: All commodities as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
- F_B The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
- F_Q The average of official prices of Diesel available on the official website of 'Petroleum Planning and Analysis cell' under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai &Chennai, for the 3 months of the quarter under consideration
- Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
- Index number of Monthly Whole Sale Price Index for the category 'Explosive' of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
- PM_B Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'— published in RBI (Reserve Bank of India) Bulletin, for the base period.
- PMQ Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for 'Manufacture of machinery for mining, quarrying and construction'— published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
 - S_B The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
 - S_Q The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
 - C_B Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
 - C_Q No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the guarter under consideration
 - R_T IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.

- R_O IEEMA price index for Steel Blooms (size 150mmx150mm)for the month which is one month prior to date of opening of tender.
- P_T IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
- Po IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
- Z_T IEEMA price index for Zinc for the month which is two months prior to date of inspection of material
- Z_O IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
- I_T RBI wholesale price index for the sub-group "Insulators" for the month which is two months prior to date of inspection of material
- Io RBI wholesale price index for the sub-group "Insulators" for the month which is one month prior to date of opening of tender

(III) SIGNALING & TELECOMMUNICATION WORKS:

(a) The following expressions and meanings are assigned to the value of the work done for signalling and telecommunication works:

SIGWK = Value of signalling works for a stage payment of the item signalling works;

INVSIG = Value of inventory for signalling works for a stage payment of the item inventory for signalling works;

INTGTESTSIG = Value of integrated testing and commission for signalling works of the Railway Project;

COMWK= Value of telecommunication works for a stage payment of the item telecommunication works;

INVCOM = Value of inventory for telecommunication works for a stage payment of the item inventory for telecommunication works; and

INTGTESTCOM = Value of integrated testing and commission for telecommunication works of the Railway Project.

- (b) Price adjustment for changes in cost of signalling works and telecommunication works shall be paid in accordance with the following formula:
 - (i) VSIGWK = 0.85 SIGWK x [PELEX x (ELEXi ELEXo)/ ELEXo + POFC x (OFCi OFCo)/OFCo + PLB x (LBi LBo)/LBo + POTH x (OTHi OTHo)/OTHo + S30C x (P30C_i P30C_o)/ P30C_o + S24C x (P24C_i P24C_o)/ P24C_o + S19C x (P19C_i P19C_o)/ P19C_o + S12C x (P12C_i P12C_o)/ P120C_o + S9C x (P9C_i P9C_o)/ P9C_o + S6C x (P6C_i P6C_o)/ P6C_o + S4C x (P4C_i P4C_o)/ P4C_o + S2C x (P2C_i P2C_o)/ P2C_o + S12C2.5 x (P12C2.5_i P12C2.5_o)/ P12C2.5_o + S2C2.5 x (P2C2.5_i –

 $P2C2.5_{o}$)/ $P2C2.5_{o}$ + S2C25 x ($P2C25_{i}$ - $P2C25_{o}$)/ $P2C25_{o}$ + QC x (PQC_{i} - PQC_{o})/ PQC_{o} ;

- (ii) VINVSIG = 0.85 SIGWK x [PELEX x (ELEXi ELEXo)/ ELEXo + POTH x (OTHi OTHo)/OTHo];
- (iii) VINTGTESTSIG = 0.85 INTGTESTSIG x [PLB x (LBi LBo)/LBo + POTH x (OTHi- OTHo)/OTHo];
- (iv) VCOMWK = 0.85 COMWK x [PELEX x (ELEXi ELEXo)/ ELEXo + POFC x (OFCi OFCo)/OFCo + PLB x (LBi LBo)/LBo + POTH x (OTHi OTHo)/OTHo + S30C x (P30Ci P30Co)/ P30Co + S24C x (P24Ci P24Co)/ P24Co + S19C x (P19Ci P19Co)/ P19Co + S12C x (P12Ci P12Co)/ P120Co + S9C x (P9Ci P9Co)/ P9Co + S6C x (P6Ci P6Co)/ P6Co + S4C x (P4Ci P4Co)/ P4Co + S2C x (P2Ci P2Co)/ P2Co+ S12C2.5 x (P12C2.5i P12C2.5o)/ P12C2.5o + S2C2.5 x (P2C2.5i P2C2.5o)/ P2C2.5o + S2C2.5 x (P2C2.5i P2C2.5o)/ P2C2.5o + CC x (PQCi PQCo)/ PQCo+ PCEQP x (CEQPi CEQPo)/CEQPo];
- (v) VINVCOM = 0.85 SIGWK x [PELEX x (ELEXi ELEXo)/ ELEXo + PCEQP x (CEQPi CEQPo)/CEQPo + POTH x (OTHi OTHo)/OTHo]; and
- (vi) VINTGTESTCOM = 0.85 INTGTESTCOM x [PLB x (LBi LBo)/LBo + POTH x (OTHi OTHo)/OTHo].

Where

VSIGWK = Increase or decrease in the cost of signalling works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINVSIG = Increase or decrease in the cost of inventory for signalling during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINTGTESTSIG = Increase or decrease in the cost of integrated testing and commissioning of signalling works of the Railway Project during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VCOMWK = Increase or decrease in the cost of communication works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINVCOM = Increase or decrease in the cost of inventory for telecommunications works during the period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

VINTGTESTCOM = Increase or decrease in the cost of integrated testing and commissioning of telecommunication works of the Railway Project during the

period under consideration due to changes in the rates for relevant components as specified in sub-paragraph (h);

PCEQP, PELEX, PIC, PLB, POFC, and POTH are the percentages of communication equipment, electronics, PVC insulated cables, labour, optical fibre cables, and other materials respectively;

CEQPo = The wholesale price index as published by the Ministry of Commerce and Industry, Government of India (hereinafter called "WPI") for communication equipment for the month of the Base Month;

CEQPi = The WPI for communication equipment for the average price index of the 3 months of the quarter under consideration;

ELEXo = The WPI for electronics for the month of the Base Month;

ELEXi = The WPI for electronics for the average price index of the 3 months of the quarter under consideration;

 $P30C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 30C x 1.5 sq mm signalling cable

P30C_o = Price per Km of cable as per purchase order/ Contract agreement.

S30C = Percentage of size 30C \times 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

 $P24C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 24C x 1.5 sq mm signalling cable

P24C_o = Price per Km of cable as per purchase order/ Contract agreement.

S24C = Percentage of size 24C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

 $P19C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 19C x 1.5 sq mm signalling cable

P19C_o = Price per Km of cable as per purchase order/ Contract agreement.

S19C = Percentage of size 19C \times 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

 $P12C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 1.5 sq mm signalling cable

P12C_o = Price per Km of cable as per purchase order/ Contract agreement.

S12C = Percentage of size 12C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

 $P9C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 9C x 1.5 sq mm signalling cable

P9C_o = Price per Km of cable as per purchase order/ Contract agreement.

S9C = Percentage of size 9C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

 $P6C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 6C x 1.5 sq mm signalling cable

P6C_o = Price per Km of cable as per purchase order/ Contract agreement.

S6C = Percentage of size 6C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

 $P4C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 4C x 1.5 sq mm signalling cable

P4C_o = Price per Km of cable as per purchase order/ Contract agreement.

S4C = Percentage of size 4C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

 $P2C_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 1.5 sq mm signalling cable

P2C_o = Price per Km of cable as per purchase order/ Contract agreement.

S2C = Percentage of size 2C x 1.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

 $P12C2.5_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 12C x 2.5 sq mm signalling cable

P12C2.5_o = Price per Km of cable as per purchase order/ Contract agreement.

S12C2.5 = Percentage of size $12C \times 2.5$ sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

 $P2C2.5_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 2.5 sq mm signalling cable

P2C2.5_o = Price per Km of cable as per purchase order/ Contract agreement.

S2C2.5 = Percentage of size 2C x 2.5 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

 $P2C25_i$ = Price payable per Km as adjusted in accordance with price variation Clause for size 2C x 25 sq mm signalling cable

P2C25_o = Price per Km of cable as per purchase order/ Contract agreement.

S2C25 = Percentage of size 2C x 25 sq mm signalling cable shall govern the price adjustment of the contract price for signalling and telecommunication works.

PQC_i = Price payable per Km as adjusted in accordance with price variation Clause for size 0.9mm dia, 6 Quad cable.

PQC_o= Price per Km of cable as per purchase order/ Contract agreement.

QC = Percentage of size 0.9mm dia, 6 Quad cable shall govern the price.

LBo = The consumer price index for industrial workers – All India, published by Labour Bureau, Ministry of Labour, Government of India, (hereinafter called "CPI") for the month of the Base Month;

LBi = The CPI for industrial workers – All India for the average price index of the 3 months of the quarter under consideration;

OFCo = The WPI for fibre cables for the month of the Base Month;

OFCi = The WPI for fibre cables for the average price index of the 3 months of the quarter under consideration;

OTHo = The WPI for all commodities for the month of the Base Month; and

OTHi = The WPI for all commodities for the average price index of the 3 months of the quarter under consideration.

(c) The following percentages shall govern the price adjustment of the Contract Price for signalling and telecommunication works:

Works	S	ignalling		Telecommunication			
Component	Signalling Works	Signalling inventory	Integrated testing and Commissioning	Telecommunication Works	Telecomm inventory	Integrated testing and Commissioning	
Electronics (PELEX)	***%	***%	_	***%	***%	_	
Communication Equipment (PCEQP)	_			***%	***%		
Optical Fibre Cable (POFC)	***%	_	_	***%	_	_	
30C x 1.5 sq mm signalling cable(S30C)	***%	_	_	***%	_	_	
24C x 1.5 sq mm signalling cable (S24C)	***%	_	_	***%	_	_	
19Cx 1.5 sq mm signalling cable (S19C)	***%	_	_	***%	_	_	
12C x 1.5 sq mm signalling cable (S12C)	***%	_	_	***%	_	_	
9C x 1.5 sq mm signalling cable (S9C)	***%	_	_	***%	_	_	
6C x 1.5 sq mm signalling cable (S6C)	***%	_	_	***%	_	_	
4C x 1.5 sq mm signalling cable (S4C)	***%	_	_	***%	_	_	
2C x 1.5 sq mm signalling cable (S2C)	***%	_	_	***%	_	_	
12C x 2.5 sq mm signalling cable (S12C2.5)	***%	_	_	***%	_	_	
2C x 2.5 sq mm signalling cable (S2C2.5)	***%	_	_	***%	_	_	
2C x 25 sq mm signalling cable (S2C25)	***%	_	_	***%	_	_	
0.9 mm dia, 6Quad cable (QC)	***%	_	_	***%	_	_	
Labour (PLB)	***%	_	***%	***%	***%	***%	
Other materials	***%	***%	***%	***%	***%	***%	
Total	100%	100%	100%	100%	100%	100%	

(Note- the percentages may be finalized by tendering authority depending on BOQ)

FORMULAE FOR SIGNALING & TELECOM CABLE

The price payable for signalling cables is variable as per Price Variation Formula given below:

For Signalling Copper Cables:

P_i= Po+CuF (Cu-Cuo) + CCFcu(CC-CCo) + FeF (Fe-Feo)

For Telecom Copper Cables For Jelly Filled, 0.9 mm dia, 6 quad cable

P_i= Po+CuF (Cu-Cuo) + AlFcu(Al-Alo) + CCFcu (CC-Cco) + FeF (Fe-Feo)

For Aluminium Power Cables:

P_i= Po+AIF (Al-Alo) + CCFAI(CC-CCo) + FeF (Fe-Feo)

Where,

P_i= Price payable per KM as adjusted in accordance with Price variation clause.

Po= Price per KM of cable as per Purchase order.

CuF= Variation factor for Copper

Cuo= Price of copper Rod in Rs. Per MT

CCFCu= Variation factor for PVC Compound for Copper Signalling &

Telecom cable

CCo= Price of PVC Compound in Rs. Per MT

AIF= Variation factor for Aluminium

Alo= Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

CCFAI = Variation factor for PVC Compound for Aluminium power cable

FeF= Variation factor for Steel

Feo= Price of Steel for Armour (Flat strip 4 mm. x 0.8mm/ Round 1.4mm dia) in Rs. Per MT

(Prices per MT for Cuo, CCo, Feo, Alo as applicable on the 1st working day of the month, one month prior to the deadline for submission of bids. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the deadline for submission of bids.)

Cu= Price of Copper Rod in Rs. Per MT.

C_C= Price of PVC Compound in Rs. Per MT.

Fe= Price of Steel for Armouring (Flat strip 4mm x 0.8 mm/ Round 1.4mm dia) in Rs. Per MT.

Al = Price of EC grade LME Aluminium rods (Properzi rods) in Rs. Per MT.

(Prices per MT for Cu, CC, Fe, Al as prevailing on 1stworking day of the calendar month covering the date One month prior to the date of inspection call letter will be applicable for the calculation of updated price. The above prices and indices are as published by IEEMA vide circular reference no. IEEMA (PVC) /CABLE --/--/-- one month prior to the date of inspection.)

The value of variation factors for copper, steel and PVC Compound are different for different sizes of signalling cables. Accordingly, the PVC formula for some of the types of signalling cable is as given under:-

Underground Railway Signalling Cable unscreened and armoured copper conductor

(i) Size 30 C x 1.5 sq.mm.

P30C_i=P30Co+0.391(Cu-Cuo) +0.557(CC-CCo) +0.425(Fe-Feo)

For armouring, price of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(ii) Size 24C x 1.5 sq.mm

P24C_i= P24Co+0.313(Cu-Cuo) + 0.481 (CC-CCo) +0.398(Fe-Feo)

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(iii) Size 19C x 1.5 sq.mm

P19C_i= P19Co+0.248(Cu-Cuo) + 0.395(CC-CCo) +0.343(Fe-Feo)

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

(iv) Size 12C x 1.5 sq.mm

P12C_i=P12Co+0.157(Cu-Cuo) + 0.277(CC-CCu) +0.289(Fe-Feo)

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(v) Size 9C x 1.5 sq.mm

P9C_i= P9Co+0.117(Cu-Cuo) +0.241(CC-CCu) +0.383(Fe-Feo)

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(vi) Size 6Cx 1.5 sq.mm

P6C_i= P6Co+0.078(Cu-Cuo) +0.199(CC-CCu) +0.329(Fe-Feo)

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(vii) Size 4Cx1.5 sq.mm

P4C_i=P4Co+0.052(Cu-Cuo) +0.152(CC-CCo) +0.277(Fe-Feo)

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(viii) Size 2C x 4 sq.mm(multistrand)

P2C_i= P2Co+0.073(Cu-Cuo) +0.156(CC-CCo) +0.3(Fe-Feo)

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

(ix) Size 12C x 2.5 sq.mm

P12C2.5_i= P12C2.5o+0.282 (Cu-Cuo) +0.371 (CC-CCo) +0.342 (Fe-Feo)

For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken into consideration.

- (x) Size 2C x 2.5 sq.mm
 - P2C2.5_i= P2C2.5o+0.047 (Cu-Cuo) +0.139 (CC-CCo) +0.277 (Fe-Feo)

For armouring, value of steel wire size 1.4mm dia is to be taken into consideration.

- (xi) Size 2C x 25 sq.mm PVC insulated, armoured, Aluminium power cable P2C25_i= P2C25o+0.146 (Al-Alo) +0.303 (CC-CCo) +0.306 (Fe-Feo) For armouring, value of steel flat strip of size 4mmx0.8mm is to be taken
 - into consideration.
- (xii) For Jelly filled, 0.9mm dia, 6 quad cable

 $PQC_i = PQCo + 0.135 (Al-Alo) + 0.139 (Cu-Cuo) + 0.515 (CC-Cco) + 0.693 (Fe-Feo).$

For PVC Compound Grade CW-22, is to be taken into consideration.

- **46A.8** The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned above in Clause 46A.7. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.
- **46A.9 (1).** Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

SL	Classification	Rates to be used for calculating SQ or SB				
1.	Reinforcement bars and	Average of per tonne rates of 10mm dia TMT &				
	other rounds	25mm dia TMT; confirming IS1786; Fe 500				
2.	All types and sizes of angles,	Average of per tonne rates of 'Angle 75x75x6mm,				
	channels and joists	Mild Steel Plate 10mm thickness and Channel				
		150x75mm; confirming IS2062, E250 Gr "A"				
3.	All types and sizes of plates	Average of per tonne rates of 'MS Plates 10mm				
		thickness and 25mm thickness; confirming				
		IS2062, E250 Gr "A"				
4.		Average of price for the 3 categories covered				
	covered in the above	under SL 1, 2 & 3 in this table.				
	categories					

(2). Relevant city for referring "JPC (Joint Plant Committee)" rates of steel items (SQ /SB) in different Zonal Railways shall be as under:

SL	City	Railway
1.	Delhi	Northern , North Central, North Eastern, North Western
2.	Kolkata	Eastern, East Central, East Coast, Northeast Frontier, South
		Eastern, Southeast Central
3.	Mumbai	Central, Western, West Central
4.	Chennai	Southern, South Central &South Western

46A.10 Price Variation during Extended Period of Contract:

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has been granted under Clause 17-A of the Standard General Conditions of Contract. However, where extension of time has been granted due to Contractor's failure under Clause 17-B of the Standard General Conditions of Contract, price adjustment shall be done as follows:

- a. In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17-A, the price adjustment for the period of extension granted under Clause 17-B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17-A of the Standard General Conditions of Contract; as the case may be.
- b. In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17-A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17-B of the Standard General Conditions of Contract.
- 47. Maintenance of Works: The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of issue of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer, be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the Contractor shall be liable for and shall pay and make good to the Railway or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and

expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

48.(1) Certificate of Completion of Works: As soon as in the opinion of the Engineer, the work has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

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

- 48.(2) Contractor not Absolved by Completion Certificate: The Certificate of Completion in respect of the works referred to in Sub-Clause (1) of this Clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost; and in case of default on the part of Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.
- **48(3) Final Supplementary Agreement:** After the work is completed or otherwise concluded by the parties with mutual consent, and taken over by the Railway as per terms and conditions of the contract agreement, and there is unequivocal claim on either side under the Contract other than as mentioned in item 4 of Annexure XIV, the parties shall execute the final Supplementary Agreement as per Annexure XIV.

- **49. Approval only by Maintenance Certificate:** No certificate other than Maintenance Certificate, if applicable, referred to in Clause 50 of the Conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof.
- 50.(1) Maintenance Certificate: The Contract shall not be considered as completed until a Maintenance Certificate, if applicable, shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to Sub Clause (2) to Clause 48 of these Conditions shall have been completed to the satisfaction of the Engineer, and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the Railway.

The Competent Authority to issue above Maintenance Certificate shall normally be the authority who is competent to sign the contract. If this Competent Authority is of the rank lower than JA Grade, then a JA Grade Officer (concerned with the work) should issue the Certificate. The Certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the Contractor and that there is no due from the Contractor to Railways against the contract concerned.

- **50.(2)** Cessation of Railway's Liability: The Railway shall not be liable to the Contractor for any matter arising out of or in connection with the contract for execution of the works unless the Contractor has made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.
- 50.(3) Unfulfilled Obligations: Notwithstanding the issue of the Maintenance Certificate the Contractor and (subject to Sub-Clause (2) of this Clause) the Railway shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such Certificate is issued and for the purposes of determining the nature and extent of any such obligations, the contract shall be deemed to remain in force between the parties thereto.
- 51.(1) Final Payment: On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's certified "contractor's authorized engineer's measurements" of the total quantity of work executed by the Contractor upto the date of completion and on the rates accepted in Bill(s) of quantities and for extra works on rates

determined under Clause 39 of these Conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having signed delivered to the Engineer enclosing either a full account in detail of all claims he may have on the Railway in respect of the works or having delivered No Claim Certificate and the Engineer having after the receipt of such account given a certificate in writing that such claims are not covered under excepted matter i.e. Clauses 7(j), 8, 18, 22(5), 39.1,39.2,40A 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1),63(iv) and 63.2.11 of Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

51.(2) Post Payment Audit: It is an agreed term of contract that the Railway reserves to itself the right to carry out a post-payment audit and/ or technical examination of the works and the Final Bill including all supporting vouchers, abstracts etc. and to make a claim on the Contractor for the refund of any excess amount paid to him till the release of security deposit or settlement of claims, whichever is later, if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.

51-A. Production of Vouchers etc. by the Contractor:

- (i) For a contract of more than one crore of rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the Standard General Conditions of Contract), the

Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the Contractor, and such books shall be open to his inspection.

- (iii) The obligations imposed by Sub Clause (i) & (ii) above is without prejudice to the obligations of the Contractor under any statute rules or orders binding on the Contractor.
- **52**. Withholding and Lien in Respect of Sums Claimed: Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Railway shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Railway shall be entitled to withhold the said cash Security Deposit or the Security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Railway shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other Railway or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Railway will be kept withheld or retained as such by the Railways till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the Arbitration Clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a company, the Railway shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / company, as the case may be whether in his individual capacity or otherwise.

52-A Lien in Respect of Claims in other Contracts:

(i) Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the contract may be withheld or retained by way of lien by the Railway, against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a

sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.

- (ii) However, recovery of claims of Railway in regard to terminated contracts may be made from the Final Bill, Security Deposits and Performance Guarantees of other contract or contracts, executed by the Contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'onaccount bill' may be withheld, if required, for recovery of Railway's dues against the terminated contract.
- (iii) It is an agreed term of the contract that the sum of money so withheld or retained under this Clause by the Railway will be kept withheld or retained as such by the Railway till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by Arbitration Clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this Clause and duly notified as such to the Contractor.
- **53**. Signature on Receipts for Amounts: Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the Railway in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this Clause contained shall be deemed to prejudice or effect any claim which the Railway may hereafter have against the legal representative of any Contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interse.

LABOUR

54. Wages to Labour: The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made thereunder in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

54-A. Apprentices Act: The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

55. Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the

decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

55-A. Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

- 55-A.(1) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- 55-A.(2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.
- 55-A.(3) The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- 55-A.(4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his subcontractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest

any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

- **55-B.** Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- **55-C** (i) Contractor is to abide by the provisions of various labour laws in terms of above clause 54,55,55-A and 55-B of Konkan Railway Standard General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration/ updation in Portal shall be done as under:
 - (a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LoAs) issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoAs) / Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.

- (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- (ii) While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year."
- 55-D. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and Rules made thereto by the concerned State Govt., and submit Certificate of Registration issued by Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

- **Seporting of Accidents:** The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.
- 57. Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

- 57-A. Provision of Mines Act: The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or reenactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.
- 58. Railway not to Provide Quarters for Contractors: No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipments therein as well as charges for electric current, water supply and conservancy.
- 59.(1) Labour Camps: The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary creche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway. All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.
- 59.(2) Compliance to Rules for Employment of Labour: The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.
- **59.(3) Preservation of Peace:** The Contractor shall take requisite precautions and use his best endeavours to
 - (i) Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or subcontractors on the works and for the preservation of peace and protection of the inhabitants and
 - (ii) Security of property in the neighborhood of the works. In the event of the Railway requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof

shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor.

- 59.(4) Sanitary Arrangements: The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the Railway. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost thereof recovered from the Contractor.
- 59.(5) Outbreak of Infectious Disease: The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's Representative on the advice of the Railway Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway and the cost thereof recovered from the Contractor.
- 59.(6) Treatment of Contractor's Staff in Railway Hospitals: The Contractor and his staff, other than labourers and their families requiring medical aid from the railway hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in railway hospitals and dispensaries where no other hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation.
- **59.(7) Medical Facilities at Site:** The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen.
- **59. (8) Use of Intoxicants:** The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
- 59.(9) Restrictions on the Employment of Retired Engineers of Railway Services Within One Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or

employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the Railway and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his Performance Guarantee as well as Security Deposit.

- **60.(1) Non-Employment of Labourers below the age of 15:** The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.
- 60.(2) Medical Certificate of Fitness for Labour: It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.
- **60.(3) Period of Validity of Medical Fitness Certificate:** A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
- 60.(4) Medical Re-Examination of Labourer: Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

EXPLANATIONS:

- (1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.
- (2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

DETERMINATION OF CONTRACT

- 61.(1) Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefor shall be conclusive evidence thereof.
- 61.(2) Payment on Determination of Contract: Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the Railways shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Railway's decision on the necessity and propriety of such expenditure shall be final and conclusive.
- **61.(3)** The Contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.

62.(1) Determination of Contract owing to Default of Contractor:

If the Contractor should:

- (i) Becomes bankrupt or insolvent, or
- (ii) Make an arrangement for assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
- (iv) Have an execution levied on his goods or property on the works, or

- (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these Conditions, or
- (vi) Abandon the contract, or
- (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
- (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
- (ix) Fail to Execute the contract documents in terms of Para 8 of the Instructions to Tenderer.
- (x) Fails to submit the documents pertaining to identity of JV and PAN in terms of Para 17.11 of Tender Form (Second Sheet) of Annexure-I available in the Instructions to Tenderer.
- (xi) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 25 and 27 of these Conditions, or
- (xii) Fail to take steps to employ competent or additional staff and labour as required under Clause 26 of the Conditions, or
- (xiii) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the works or any part thereof as required under Clause 28 of the Conditions, or
- (xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.
- (xv) Fail to adhere to the provisions of Para 16 of Tender Form (Second Sheet) of Annexure I of the Instructions to Tenderer, or provision of above Clause 59(9) of these conditions.
- (xvi) Submits copy of fake documents / certificates in support of credentials, submitted by the tenderer

Then and in any of the **said Clause**, the Engineer on behalf of the Railway may serve the Contractor with a notice (Proforma at Annexure-IX) in writing to that effect and if the Contractor does not within seven days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the Railway shall be entitled after giving 48 hours' notice (Proforma at Annexure-X or XII, as the case may be) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hours' notice, a final termination notice (Proforma at Annexure-XI or XIII, as the case may be) should be issued.

Note: Engineer in charge at his discretion may resort to the part termination of contract with notices (Proforma at Annexure- IX, XII and XIII), only in cases where progress of work is more than or equal to 80% of the original scope of work.

- **62.(2)** Right of Railway after Rescission of Contract owing to Default of Contractor: In the event of any or several of the courses, referred to in Sub-Clause (1) of this Clause, being adopted:
 - (a) The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
 - (b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.

Further the authorized representative of failed Contractor cannot be accepted as authorized representative in new contract.

- (c) In the contract rescinded in part or parts,
- (i) The full Performance Guarantee available for the contract shall be recovered. No additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract. The contract value of part terminated contract stands reduced to the balance value of work under the contract.
- (ii) The Security Deposit of part terminated contract shall be dealt as per clause 16(2) of these conditions.
- (iii) The defaulting Contractor shall not be issued any completion certificate for the contract.

- (iv) The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
- (v) Further the authorized representative of failed Contractor will not be accepted as authorized representative in new contract.
- (d) The Engineer or the Engineer's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (e) The Engineer shall as soon as may be practicable after removal of the Contractor fix and determine ex-parte or by or after reference to the parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site. The legitimate amount due to the Contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

SETTLEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES

63. Conciliation of Disputes:

- (i) This clause is applicable in the tender having advertised value less than or equal to Rs 50 Crore.
- (ii) All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Regional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue

- of Completion Certificate by the Engineer. Chief Engineer or Regional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.
- (iii) The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.
- (iv) If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.
- (v) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- (vi) The conciliation proceedings shall be terminated as per Section 76 of 'The Arbitration and Conciliation Act,1996'.
- 63.1 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the CMD and the CMD shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1,39.2,40A 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2) and 62(1), 63(iv) and 63.2.11 of Standard General Conditions of Contract or in any Clause (stated as excepted matters) of the Special Conditions of the Contract, shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration Clause.
- **63.2 Dispute Adjudication Board (DAB):** This clause is applicable in the tender having advertised value more than Rs 50 Crore.
- **63.2.1** Any dispute/s if not settled with the Engineer, shall be referred to DAB.

The DAB shall consist of a panel of three Retired Railway Officers, retired not below senior administrative grade (SAG). The DAB shall be formed within 90 days of signing of Contract Agreement. For this purpose, a panel of DAB members shall be maintained in the Charman & Managing Director's office. The complete panel, which shall not be less than five members, shall be sent by Chief Engineer to the Contractor to nominate one member of the DAB

from the panel as Contractor's nominee within two weeks of receipt of the panel. On receipt of Contractor's nominee, the Chief Engineer shall nominate one member from the same panel as Railway nominee for the DAB. Both above nominees shall jointly select presiding member of the DAB from the same panel.

- 63.2.2 The appointment of DAB shall be effectuated by way of a tri-partite agreement among the Railway, Contractor and the respective DAB members. The terms of the remuneration of each member shall be as fixed by Ministry of Railways/KRCL from time to time. Each party shall be responsible for paying one-half of this remuneration.
- 63.2.3 If one or more of the members appointed refuses to act as DAB member, or is unable or unwilling to perform his functions as DAB member for any reason whatsoever or dies or in the opinion of the Chief Engineer fails to act without undue delay, the parties shall terminate the mandate of such DAB member and thereupon new DAB member shall be appointed in the same manner, as the outgoing DAB member had been appointed.
- **63.2.4** The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Railway or the Contractor acting alone. Unless otherwise agreed by both the Parties, the appointment of the DAB (including each member) shall expire upon expiry of this Contract Agreement.
- **63.2.5** Before start of DAB proceedings, each DAB member shall give the following certificate to the Railway and the Contractor:

"I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Further, I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality."

- 63.2.6 DAB proceedings shall be conducted as decided by the DAB. The DAB shall give its decision within 90 days of a Dispute referred to it by any of the Parties, duly recording the reasons before arriving at the decision. The DAB shall decide the issue within terms and conditions of the contract. This time limit shall be extendable subject to the Parties mutual agreement.
- **63.2.7** The DAB decision shall not be binding on both the Parties. In case any party is not satisfied by the decision of DAB, then the aggrieved party may approach Arbitral Tribunal for arbitration proceedings.
- **63.2.8** No dispute shall be referred to Arbitral Tribunal unless the same has been referred to DAB for adjudication. However, in case DAB is not formed due to

- any reason, the disputes can be directly referred to Arbitral Tribunal to adjudicate the dispute.
- 63.2.9 In the specific cases of any misconduct by any of the members of the DAB, the parties shall have the right to specifically bring it to the notice of the DAB such conduct, through a statement filed with necessary documents in proof of such misconduct and the DAB, after taking NOTICE of such conduct initiate the replacement of the member concerned, in the same manner the member to be replaced was appointed.
- **63.2.10** Once the decision is given by DAB, DAB cannot review the decision at its own or on the request of one party, unless both parties agree for review of decision by DAB.
- **63.2.11** In case DAB decision is not challenged by either party within 180 days of receipt of decision of DAB, the decision shall be considered as final and parties would be barred for referring the same to Arbitral Tribunal for adjudication.
- **63.2.12** The obligation of the Railway and the Contactor shall not be altered by reasons of issue being or under reference to DAB.
- **63.2.13** The DAB shall conduct the proceedings at any convenient venue which shall be decided by DAB in consultations with parties.
- **63.2.14** It is a term of this contract that the Parties shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through DAB and Arbitral Tribunal.

64.(1) Demand for Arbitration:

- 64.(1)(i): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.
- **64.(1)(ii)(a):** The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of

claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

- 64.(1)(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions.
- **64.(1)(iii)(a):** The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.
- **64.(1)(iii)(b):** The claimant shall submit his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- **64.(1)(iii)(c):** The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.
- **64.(1)(iii)(d):** Place of Arbitration: The place of arbitration would be within the geographical limits of the Region of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.
- 64.(1)(iv): No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.
- 64.(1)(v): If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.
- **Obligation During Pendency of Arbitration:** Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

64.(3): Appointment of Arbitrator:

64.(3)(a): Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:

64.(3)(a)(i): In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be an Officer of Railway not below Junior Administrative Grade, nominated by the Chairman and Managing Director. The sole arbitrator shall be appointed within 60 days from the day when a written and valid

Director.

64.(3)(a)(ii):

In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Railway Officers not below Junior Administrative Grade or 2 Railway Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the Chairman and Managing Director.

demand for arbitration is received by Chairman and Managing

Contractor will be asked to suggest to Chairman and Managing Director at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The Chairman and Managing Director shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. Chairman and Managing Director shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.

64.3(a)(iii): The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii)

above, can continue as arbitrator in the tribunal even after his retirement.

64.(3)(b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:

(i) In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the Chairman and Managing Director.

Contractor will be asked to suggest to Chairman and Managing Director at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The Chairman and Managing Director shall appoint at least one out of them as the arbitrator within 30 days from the receipt of the names of Contractor's nominees.

(ii) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the Chairman and Managing Director.

Contractor will be asked to suggest to Chairman and Managing Director at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The Chairman and Managing Director shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. Chairman and Managing Director shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's

nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

64.(3)(c)(i):

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Chairman and Managing Director fails to act without undue delay, the Chairman and Managing Director shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such reconstituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

64.(3)(c)(ii):

- (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.
- (b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

64.(3)(c)(iii): (i) Qualification of Arbitrator (s):

- (a) Serving Railway Officers of not below JA Grade level.
- (b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.
- (c) Age of arbitrator at the time of appointment shall be below 70 years.
- (ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

- (iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a)(i), 64.(3)(a)(ii), 64.(3)(b)(i) & 64.(3)(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- 64.(3)(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.
- **64.(3)(d)(ii):** A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.
- **64.(3)(d)(iii):** A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 64.(4): In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- **64.(5):** Where the arbitral award is for the 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.
- 64.(6): The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board and/or prescribed by KRCL from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these conditions after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions /policy issued on the subject by Railway Board/KRCL from time to time irrespective of the fact whether the arbitrator(s)

is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

- 64.(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of Standard General Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.
- In case arbitration award is challenged by a party in the Court of Law, 75% of award amount, pending adjudication by Court of Law, shall be made by party to other party. In case payment is to be made by Railway to Contractor, the terms & conditions as incorporated in the Ministry of Railways letter No. 2016/CE(I)/CT/ARB/3(NITI Aayog)/Pt. dated 08th Mar,2017 as amended from time to time, shall be followed. In case Contractor has to pay to the Railway, then 75% of the award amount shall be deducted by the Railway from the Contractor's bills, Performance Guarantee/ Security Deposit or any other dues of Contractor with the Government of India.

PART-II - ANNEXURES

ANNEXURE - VII

Reference Para 17(B)

Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No	Dated:
Sub:	(i)(name of work).
	(ii) Acceptance letter no.
	(iii) Understanding/Agreement no
Ref:	(Quote specific application of Contractor for extension to the date received)
Dear	10
1.	The stipulated date for completion of the work mentioned above is . From the progress made so far and the present rate of progress,
	nlikely that the work will be completed by the above date (or 'However, the work not completed on this date').
given	Expecting that you may be able to complete the work if some more time is, the competent authority, although not bound to do so, hereby extends the time mpletion from to
comp stipula ce re Cond	Please note that an amount equal to the liquidated damages for delay in the letion of the work after the expiry of (give here the ated date for completion with/without any liquidated damages fixed earlier) will ecovered from you as mentioned in Clause 17-B of the Standard General itions of Contract for the extended period, notwithstanding the grant of this sion. You may proceed with the work accordingly.
4. condi	The above extension of the completion date will also be subject to the further tion that no increase in rates on any account will be payable to you.
5. the ex	Please intimate within a week of the receipt of this letter your acceptance of ktension of the conditions stated above.
exten date),	Please note that in the event of your declining to accept the extension on the said conditions or in the event of your failure after accepting or acting upto this sion to complete the work by (here mention the extended further action will be taken in terms of Clause 62 of the Standard General itions of Contract.

Yours faithfully

For and on behalf of Konkan Railway Corporation Ltd.

ANNEXURE - VIIA

(Reference Clause 40(A)

Registered Acknowledgement Due

PROFORMA OF 14 DAYS NOTICE FOR OFFLOADING OF PART OF CONTRACT WORK

KONKAN RAILWAY

(Without Prejudice)

То	()
M/s	
Dear Si	ir,
(Contract Agreement No.
Ī	n connection with
this of the con contrac	n spite of repeated instructions to you by the subordinate offices as well as by fice through various letters of even no
	s of part(s) of work which is delayed and can be executed independently, to tioned).
2. \ r	Your attention is invited to this office/Chief Engineer's office letter no. ———————————————————————————————————
/ a t r c (r t	As you have failed to abide by the instructions issued to commence the work to show adequate progress of work, you are hereby given 14 days' notice in accordance with Clause 40A of the Standard General Conditions of Contract to deploy adequate resources i.e. (the details of resource requirement, to be mentioned) and commence / to make good the progress for part(s) of works detailed above, failing which action as provided in Clause 40A of the Standard General Conditions of Contract shall be commenced after expiry of 14 days' notice period viz. to offload few/ all part(s) of work mentioned above to any of the existing or new contractor without your participation and at your Risk & Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.
Kindly a	acknowledge receipt. Yours faithfully

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For and on behalf of Konkan Railway Corporation Ltd.

ANNEXURE - VIIB

(Reference Clause 40(A)

Registered Acknowledgement Due

NOTICE FOR PART OF CONTRACT WORK OFFLOADED

KONKAN RAILWAY

(Without Prejudice)

(Without Foldaloc)
То
M/s
Door Sir
Dear Sir, Contract Agreement No.
In connection with
1. Fourteen days' notice under Clause 40A of the Standard General Conditions of Contract was given to you under this office letter of even no., dated; but you have taken no/inadequate action to deploy adequate resources to commence the part(s) of work/show adequate progress of the part(s) of work, mentioned therein.
As you have failed to abide by the instructions issued to commence the part(s) of work/show adequate progress of the part(s) of work even at the lapse of 14 days' notice period under Clause 40A of the Standard General Conditions of Contract, few part(s) of the work under the contract have been offloaded and being executed by other mode(s) at the cost detailed below:
Or,
1. Please refer your request letter no dated, wherein it was requested under clause 40 A of the Standard General Conditions of Contract to offload part(s) of works at your risk & cost. The details of part(s) of the work under the contract which have been offloaded and being executed by other mode(s) at the cost detailed below:
(List of Part(s) of work offloaded, Details of mode of execution of such offloaded work alongwith approximate cost thereof to be mentioned)

2. The final measurement of work(s) already executed for above part(s) of work recorded as per clause 45 (A) or/and 45 (B) of the Standard General Conditions of

Contract is enclosed herewith.

3. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.
4. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs, over& above the cost of execution under this contract (including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.
5. The Contract value gets reduced to Rs:
6. You are requested to continue with the balance work in the contract subsequent to offloading of above part(s) of work.
Kindly acknowledge receipt.
Yours faithfully
For and on behalf of Konkan Railway Corporation Ltd.

ANNEXURE - VIII

Reference Para 60.(2)

CERTIFICATE OF FITNESS

1.	(a) Serial Number
_	(b) Date Name of person examined
2.	Name of person examined
	Father's Name: son/daughter of Residing at
	Sex
	Residence:
	Physical fitness
	Identification marks Date of birth, if available, and/or certified age
	I certify that I have personally examined (name)who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is years.
	I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.
9.	Reasons for: (a) Refusal to grant certificate, or (b) Revoking the certificate
	Signature or left hand

Signature of Certifying Surgeon

Thumb impression of the person examined.

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

ANNEXURE - IX

(Reference Clause 62.(1)

Registered Acknowledgement Due

PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS (DETAILS OF PART OF WORK TO BE MENTIONED)

KONKAN RAILWAY(Without Prejudice)

_____ Dated ____

То

Dear Sir,

Contract Agreement No.

In connection with

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _______, dated _______; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/ part of work (details of part of work to be mentioned).

2.	Your	attention	is	invited	to	this	office/Chief	Engineer's	office	letter	no.
			,	dated			in refer	ence to you	ır repr	esenta	tion,
dated											

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of Konkan Railway Corporation Ltd

ANNEXURE - X

Reference Para 62(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK KONKAN RAILWAY

(Without Prejudice)

	(Without Frejudice)
No	Dated
То	
M/	S
Dear :	Sir,
	Contract Agreement No.
	In connection with
given	days' notice under Clause 62 of Standard General Conditions of Contract was to you under this office letter of even no., dated; but you have no action to commence the work/show adequate progress of the work.
Condi failing the w partici	are hereby given 48 hours' notice in terms of Clause 62 of Standard General tions of Contract to commence works / to make good the progress of works which and on expiry of this period your above contract will be rescinded and order this contract will be carried out independently without your pation and your Security Deposit shall be forfeited and Performance Guarantee also be encashed and any other consequences which may please be noted.
	Kindly acknowledge receipt.
	Yours faithfully
	For and on behalf of Konkan Railway Corporation Lt d

ANNEXURE - XI

Reference Para 62.(1)

Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE

KONKAN RAILWAY

(Without Prejudice)

	(Williout Frejudice)
No	Dated
То	
M/s	
Dear Sir,	
Contract Agree	ment No.
In connection w	ith
	nrs.) notice was given to you under this office letter of even no., ; but you have taken no action to commence the work/show the work.
rescinded in terms of balance work under participation. Your par any manner as an i participation in the ter	Shours' notice has already expired, the above contract stands Clause 62 of Standard General Conditions of Contract and the this contract will be carried out independently without your ticipation as well as participation of every member/partner in individual or a partnership firm/JV is hereby debarred from order for executing the balance work and your Security Deposit Performance Guarantee shall also be encashed.
Kindly acknowle	edge receipt.
	Yours faithfully
	For and on behalf of Konkan Railway Corporation Ltd

ANNEXURE - XII

Reference Para 62.(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK...... (DETAILS OF PART OF WORK TO BE MENTIONED) KONKAN RAILWAY

	(Without	t Prejudice)
No	_ Dated	
То		
M/s	_	
Dear Sir,		
Contract Agreement No		
In connection with		
1. Seven days' notice under Clause Contract was given to you under this office out you have taken no action to commence part of work(details of part	e letter of even no., datede the work/show adequate prog	;
2. You are hereby given 48 hours' no General Conditions of Contract to commen works, failing which and on expiry work (Details of part to be and the work will be carried out independent	nce works / to make good the polyon of this period your above mentioned) in contract will be	progress of e part of
3. Your full Performance Guarantee for the not be issued any completion certificate to Performance Guarantee shall be require through the part terminated contract.	for the contract. However, no	additional
4. The contract value of part termina	ited contract shall stands r	educed to
Kindly acknowledge receipt.		

Yours faithfully

For and on behalf of Konkan Railway Corporation Ltd

ANNEXURE - XIII

Reference Para 62.(1)

Registered Acknowledgement Due

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

KONKAN RAILWAY

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

Yours faithfully

For and on behalf of Konkan Railway Corporation Ltd.

ANNEXURE - XIV

Reference Para 48.(3)

FINAL SUPPLEMENTARY AGREEMENT

1.	Articles of agreement made this day in the year between
	the Konkan Railway Corporation Ltd acting through the having his office at herein after called the Railway of the one part and of the second part.
2.	Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Numberdatedfor the performance herein after called the 'Principal Agreement'.
3.	And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part ondate last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.
4.	And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ including the final bill bearing voucher No dated of value duly adjusted as per price variation clause, if applicable, (the receipt of which is hereby acknowledged by the party hereto of the second part) in full and final settlement of all his /its claims under the principal agreement.
	And whereas the party hereto of the second part have received sum of ₹ through the Final Bill bearing voucher No dated duly adjusted as per price variation clause (PVC), if applicable, (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.
	Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement excluding the security deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.
	(Applicable in case Final supplementary Agreement is signed after release of Final Payment)
	Or
	And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).

And whereas the party hereto of the second part have received sum of ₹_______ through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurement recorded in Page No...... to Page No.....of Measurement Book No..... and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his / its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurement including the security deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.

(Applicable in case Final supplementary Agreement is signed after release of Final Payment)

5. It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s	for and on behalf of
	Konkan Railway Corporation Ltd.
Witnesses	
ADDRESS:	

ANNEXURE-XV

Reference Para 64.3 & 64.6

Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation (Amendment) Act

I/we (Name of agency/Contractor) with reference to agreement no raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:
Brief of claim:
(i) Claim 1- Detailed at Annexure- (ii) Claim 2 – (iii) Claim 3 –
I/we (post of Engineer) with reference to agreement no hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:
I/wedo/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.
Signature of Claimant Signature of Respondent
Agreement under Section 31(5)
I/we (Name of claimant) with reference to agreement no
Signature of Claimant Signature of Respondent
*Strike out whichever not applicable.

ANNEXURE-XVI

Reference Para 64.(3)

Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract

1.	Name:
2.	Contact Details:
3.	Prior experience (Including Experience with Arbitrations):
4.	I do not have more than ten on-going Arbitration cases with me.
5.	I hereby certify that I have retired from Railways w.e.f and empanelled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6.	I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. Or
	I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:
7.	I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. Or
	I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:
8.	There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. Or
tim	ere are Circumstances which are likely to affect my ability to devote sufficient e to the arbitration and in particular to finish the entire arbitration within twelve on the list of such circumstances is as under:
