

e-PROCUREMENT DOCUMENTS

Design, Alterations, Supply, Installation, Testing & Commissioning of Electronic Interlocking based Signalling System at UP DN IBS between NMWP & NKJ C Cabin alongwith associated works at adjoining stations/sections and Alteration & modification at NMWP & NKJ C Cabin in connection with Grade Separator work at Katni alongwith associated works at adjoining stations/sections. Design, Alterations, Supply, Installation, Testing & Commissioning of Electronic Interlocking based Signalling System at Bargawan & Majhali alongwith associated works at adjoining stations/sections in connection with Doubling work in Katni - Singrauli section

December' 2023

NIT No. IRCON/2065/S&T/KSD-KGS/TENDER/Pkg-3

Date:13/12/2023

**IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)
C-4, DISTRICT CENTRE, SAKET, NEW DELHI- 110017
PHONE: +91 11 29565666; FAX: +91 11 26522000,26854000
E-mail: info@ircon.org ; Web: www.ircon.org**

CIN: L45203DL1976GOI008171

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SECTION – I
e-Procurement Notice



IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)



NIT No. IRCON/2065/S&T/KSD-KGS/TENDER/Pkg-3

Date:13/12/2023

e-PROCUREMENT NOTICE
(National Competitive Bidding)

- 1.0 Chief General Manager/S&T, Ircon International Limited (IRCON in abbreviation), First Floor, Above Maruti Suzuki Showroom, Near Jhinhri Police Station, NH-7, Jabalpur Road, Katni-483501 (MP), Contact no. **+91 9630014987**) (Email ID: shyam.sunder@ircon.org , **for and on behalf of West Central Railway, Jabalpur** invites online bids on prescribed forms from bonafide firms/ companies having requisite experience and financial capacity for execution of the work detailed in the table given below. The bidder is advised to examine carefully all instructions including addendum/ corrigendum(s), condition of contract data, forms, terms, technical specifications, bill of quantities etc. in the bid document.
- 1.1 The brief particulars of the Project and the tender are as follows in the Key Information Table (Kit):

S.No.	Particular	Details/ Reference of Clause
1.	Name of Work	Design, Alterations, Supply, Installation, Testing & Commissioning of Electronic Interlocking based Signalling System at UP DN IBS between NMWP & NKJ C Cabin alongwith associated works at adjoining stations/sections and Alteration & modification at NMWP & NKJ C cabin in connection with Grade Separator work at Katni alongwith associated works at adjoining stations/sections. Design, Alterations, Supply, Installation, Testing & Commissioning of Electronic Interlocking based Signalling System at Bargawan & Majhauri alongwith associated works at adjoining stations/sections in connection with Doubling work in Katni - Singrauli section
2.	Estimated Cost of Work	Rs. 33,15,18,524.4/-

3.	Completion Period	06 Months (refer SCC Cl 10.0)
4.	Publishing Date	13/12/2023 at 19:30 Hrs
5.	Bid Document Download/ Start Date	14/12/2023 at 13:00 Hrs
6.	Clarification Start Date & Time	16/12/2023 at 11:30 Hrs
7.	Clarification End Date & Time	19/12/2023 at 17:30 Hrs
8.	Pre-bid Meeting Date, Time & Venue (Optional)	Not Applicable
9.	Email for receiving Pre bid queries	shyam.sunder@ircon.org
10.	Last date for receiving Prebid Queries	Not Applicable
11.	Bid Submission Start Date & Time	22/12/2023 at 09:00 Hrs
12.	Bid Submission End Date & Time	02/01/2024 at 15:00 Hrs
13.	Bid Opening Date & Time	03/01/2024 at 15:00 Hrs
14.	Type of Tender	Open Tender with Two Packet System
15.	No. of Packets	Two Packet
16.	e-Procurement Portal	https://etenders.gov.in/e procure/app
17.	Fee for participating in the bidding (Non-Refundable)	Rs. 30,000/- (refer e-Procurement Notice Cl 4.5)
18.	Earnest Money Deposit	Rs. 22,57,593/- Pay order/ Demand draft /BG should be payable at New Delhi(refer ITT Cl .9)
19.	Tender Box location address to submit physical document, if any	IRCON International Ltd. First Floor, Above Maruti Suzuki Showroom, Near Jhinhri Police Station, NH-7, Jabalpur Road, Katni-483501

		(MP). (refer Cl. 9 & Annexure-VII of ITT)
20.	Validity of the Bid	90 days after the date of opening (Technical Bid) of the tender.
21.	Place of Registration of firm/company:	Anywhere in India in case of National Competitive bidding (refer ITT Cl 1.2)
22.	Whether Joint Venture (JV) is permitted or not.	Not Applicable
23.	Maximum no. of JV members allowed.	Not Applicable
24.	Client/ Owner Name	(West Central Railway, ITT Cl 1.4 a))
25.	Employer/ Executing Agency Name & address	IRCON International Ltd. C-4, DISTRICT CENTRE, SAKET, NEW DELHI-110017 (refer ITT Cl 1.4 b))
26.	Scope of Work	(refer SCC Cl 2.0)
27.	Purchase Preference to MSEs	Refer Cl 28 of ITT
28.	Proforma for Statement of Minor Deviations	Annexure-IV(A) of ITT (refer ITT Cl 6 & 7)
29.	Statement of Minor Deviations with Price in the Financial Bid	Annexure-IV(AA) of Bill of Quantity (BOQ) (refer ITT Cl 6 & 7)
30.	Performance Security	5% of Contract Value (Refer Cl 13.2 of SCC)
31.	Retention Money	Refer Cl 13.3.0 of SCC
32.	Insurance	Refer Cl 12.0 of SCC
33.	Price Variation	Refer Cl 9.0 of SCC
34.	Submission of Performance Security	Within 21 days from the date of issue of Letter of Acceptance (LOA) (refer Cl

			13.2)
	35.	Defect Liability Period	12 months (refer SCC Cl 11.1 & Appendix to tender
	36.	Signing of Agreement	Within 28 days from the date of issue of Letter of Acceptance (LOA) (refer Cl 16 of SCC.)

2.0 Website <https://etenders.gov.in/eprocure/app> 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.

3.0 **ELIGIBILITY CRITERIA**

Eligibility of the applicants shall be assessed based on the “**Essential Qualifying Criteria**” as given in Annexure-V to “Instructions to Tenderers”.

4.0 **Accessing of Bid Documents & Fee for participating in the bidding**

- 4.1 The complete Bid Document can be viewed / downloaded from the e-Procurement portal i.e. <https://etenders.gov.in/eprocure/app> free of cost.
- 4.2 Help for Contractors, FAQ, Information about DSC and Bidders Manual Kit containing the detailed guidelines for e-Procurement system are also available on Central Public Procurement Portal.
- 4.3 It is mandatory for all the bidders to have a valid Class-III Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-Procurement of IRCON.
- 4.4 It is mandatory for all the bidders to get their firm/company registered with e-procurement portal <https://etenders.gov.in/eprocure/app> to have user ID & password. A firm/company who has registered with the e-procurement portal as a single entity in the individual capacity can submit the tender either as individual firm/ company or joint venture/ consortium, if JV/ consortium is permitted.
- 4.5 Tender documents will be available online on website <https://etenders.gov.in/eprocure/app> as per date mentioned in Key Information Table (KIT) which can be downloaded free of cost. However, to participate in the online bidding process, bidders are required to pay a non-refundable fee of **Rs. 30,000 /- (Rupees Fifty Thousand only)** towards the cost of one set of tender documents through NEFT or RTGS only in **IRCON's Bank account No. 57500000084161, IFSC Code: HDFC0000732 at HDFC bank, Rahul Sadan, Heera Ganji Bhagwati Chowk, Katni-483501.**

- 5.0 Instructions to Bidders for Online Bid Submission on the e-Procurement portal <https://etenders.gov.in/eprocure/app>.

Bidders may download and refer the “Instructions for Online Bid Submission” from (<https://etenders.gov.in/eprocure/app.jsessionid=F90A7689A0BF87EF35B88D2CA57C6FD4.cppsugep2?page=StandardBiddingDocuments&service=page>).

- 6.0 **Pre-bid meeting - Not applicable.**

- 7.0 IRCON may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on website <https://etenders.gov.in/eprocure/app> at any time before the closing time of tender. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered bidders to check the web site for any such corrigendum/addendum at the time of closing time of tender and ensure that bid submitted by them are in accordance with all the corrigendum's/addendums. Suitable time extension (not less than 3 days beyond the date of last amendment) for submission of bids will be granted.

- 8.0 The tender documents shall be submitted online in the prescribed format given on the website and technical bids received online shall be opened as per date mentioned in Key Information Table (KIT) or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in “Technical Bid”. Bill of Quantities with rates duly filled in along with Proforma for statement of minor deviations (Annexure-IVAA) with price adjustment for each deviation(s) duly filled in are to be submitted in the format provided online in the name of “Financial Bid”. Hence, physical submission of the documents is limited to submission of original Earnest Money Deposit in the form of Pay Order/ Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee as per provision given in sub-clause 9.1 of Instructions to Tenderers. Representative of the bidder, who wish to attend in person, may attend the online opening of the bids on the scheduled date and time of Bid opening by IRCON Officials. However, such representatives shall be allowed to attend the opening of the Bids, only, if such person presents the letter of authority issued in his name by the bidder on his letter head.

- 9.0 Bidders cannot submit the tender after the due date and time of e-bid submission. Time being displayed on Central Public Procurement Portal <https://etenders.gov.in/eprocure/app> (“Server System Clock Time”) shall be final and binding on the bidder. e-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.

- 10.0 The bidders are advised to submit their e-bids well before the e-bid submission due date and time. IRCON shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.

- 11.0 The Technical and Financial Bid shall be digitally signed by the Authorized Signatory of the bidder & submitted “on-line” only. The authorized signatory of the bidder must be in

possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in different file format (PDF, JPEG).

- 12.0 Tender shall be submitted as per “Instructions to Tenderers” forming a part of the tender document.
- 13.0 **Any tender received without original Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.**
- 14.0 IRCON reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept/reject any or all tenders without assigning any reasons thereof. IRCON's assessment of suitability as per eligibility criteria shall be final and binding.
- 15.0 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of IRCON in this regard shall be final and binding.
- 16.0 IRCON reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above clause no.: 15.0 of Notice Inviting Tender.
- 16.1 The tenderers shall submit affidavit stating that all their statements/ documents submitted along with bid are true and correct. Standard format of affidavit to be submitted by the bidder is enclosed as Annexure-IV. Non submission of above affidavit by the bidder shall result in summarily rejection of his/ their bid.
- 17.0 **The validity of the offer shall be for the period indicated in Key Information Table (KIT) in Para 1.1 of e-Procurement Notice” after the date of opening (Technical Bid) of the tender.**

For & on behalf of
West Central Railway, Jabalpur

Chief General Manager/S&T
IRCON INTERNATIONAL LIMITED
First Floor, Above Maruti Suzuki Showroom,
Near Jhinhri Police Station, NH-7, Jabalpur
Road, Katni-483501 (MP)
(Email ID : shyam.sunder@ircon.org)
(Contact no. 9630014987)

SECTION -II
Model Form of Bid

FORM OF BID

To
IRCON INTERNATIONAL LIMITED,
Acting Through
Chief General Manager/S&T
IRCON INTERNATIONAL LIMITED,
First Floor, Above Maruti Suzuki Showroom,
Near Jhinhri Police Station,
NH-7, Jabalpur Road, Katni-483501 (MP).
(Email ID : shyam.sunder@ircon.org)
(Contact no. 9630014987)

Dear Sir,

I/We, ----- (Name and address of the tenderer) have read the various terms and conditions of the e-Procurement documents attached here with duly signed by me/us and agree to abide by the same. I/We also agree to keep this tender open for acceptance **within the period of the validity of bids** and on default thereof our Earnest Money is liable to be forfeited.

I/We hereby declare that we have visited the site of the work and have made ourselves fully conversant of the conditions therein and including the topography of area, soil strata at site of work, sources and availability of construction materials, rates of construction materials, water, electricity, all local taxes, royalties, octroi etc., availability of local labour (both skilled and unskilled), relevant labour rates and labour laws, the existing road and approaches to the site of work, requirements for further service roads I approaches to be constructed by me I us, the availability and rates of private land etc. that may be required by me / us for various purposes, climatic conditions, law and order situation and availability of working days.

I/We have quoted our rates for various items in the Bill of Quantities taking into account all the above factors and I/We offer to do the work “**Design, Supply, Installation, Testing & Commissioning of Electronic Interlocking based Signalling System at Bargawan & Majhauri alongwith associated works at adjoining stations/sections in connection with Doubling work in Katni - Singrauli section**” at the rates quoted in the attached Bill of Quantities and hereby bind ourselves to complete the work in all respects within time schedule depicted in tender documents from the date of issue of letter of acceptance of tender.



I/We also understand that until a formal Contract Agreement is executed, Letter of Acceptance along with all tender documents shall constitute a binding contract between me/us and Ircon International Limited.

Our Bank Account No. for the purpose of refund of EMD is
(Account No., Name of A/C Holder, other details for NEFT/RTGS).

Thanking you,

Yours Faithfully,

Signature _____ and name of the
signatory _____ in capacity of _____ duly
authorized to sign bids for and on behalf of:

_____ (In Block capital
letters)

Date this ____ day of _____ 2023.

SECTION - III
Instructions to Tenderers

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INSTRUCTIONS TO TENDERERS

A.

1 General:

- 1.1 Name of the Work: As indicated in 'Key Information Table (KIT) in Para 1.1 of e - Procurement Notice'.
- 1.2 "A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company/Joint Venture (JV) (if permitted as per clause 1.2.2 below) can participate in the tender and the bidder must upload copies of the constitution of its firm such as Partnership Deed, Registration Certificate, Memorandum & Articles of Association, etc., as applicable, MOU/ Joint Venture agreement, if applicable, duly attested by the authorized signatory along with Power of Attorney of authorized signatory, signing the e-bid documents digitally as well as manually, duly attested by Notary Public".
- 1.2.1 Place of Registration of firm/ company as indicated in "Key Information Table (KIT) in Para 1.1 of e-Procurement Notice".
- 1.2.2 Please refer Key Information Table (KIT) in Para 1.1 of e-Procurement Notice to check whether Joint Venture (JV) is permitted or not permitted to participate in the tender.
- 1.2.2.1 In case of tender where Indian Railway's GCC is applicable, JV Clauses of Indian Railway GCC shall be applicable and clauses 1.2.4 (a) to (h) will not be applicable.
- 1.2.3 Foreign bidder as a single entity is not permitted to participate in the national competitive bidding, if it is not legally valid firm/ company registered in India as per Indian laws. However, if Joint Venture is permitted in this tender as per sub-clause no. 1.2.2 above, then foreign bidder can participate as a member of JV. Foreign bidder from a country which shares land border with India also has to satisfy the requirements mentioned in sub-clause 1.3 below.
- 1.2.4 ~~Joint Venture Clause (If Applicable)~~
- ~~In case, a bid is submitted by a Joint Venture the following requirements shall be complied;~~
- (a) ~~The Maximum No. of Joint Venture Partners permitted shall be as mentioned in Key Information Table (KIT) in Para 1.1 of e-Procurement Notice;~~
- (b) ~~One of the member of the JV shall be its lead member who shall have a majority (at least 51%) share of interest in the JV. The other member(s) shall have a share of not less than 20% each. In case of JV with foreign member, the lead member has to be an Indian firm/ company with a minimum share of 51%. The authorization of lead member shall be submitted by way of Power of Attorney. Power of Attorney in this regard shall be signed by legally authorized signatories of both the firms;~~
- (c) ~~Earnest Money Deposit (EMD) shall be deposited by JV or any authorized member of JV in the form as mentioned in the tender document.~~

- (d) ~~the lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of all partners of the Joint Venture and the execution of the contract. The payments shall be made in the name of Joint Venture;~~
- (e) ~~All partners of the Joint Venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the Power of Attorney mentioned under (b) above, as well as in the Joint Venture Agreement;~~
- (f) ~~a copy of the MOU/ Joint Venture agreement entered into by all the partners shall be submitted with the tender. The MOU/ Joint Venture Agreement should indicate precisely the responsibility of each of the members of Joint Venture in respect of planning, construction equipment, key personnel, work execution and financing of the project. This should not be varied/ modified subsequently without prior approval of the Employer/Engineer. The MOU/ Joint Venture should confirm that all the members shall have active participation in the execution of work during the full currency of contract;~~
- (g) ~~On issue of Letter of Acceptance (LOA), the MOU/ JV Agreement between members of the JV 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, Notarized Joint Venture/MOU agreement shall be furnished to Employer/ Engineer 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 the contract is terminated Employer/ Engineer shall be entitled to forfeit the full amount of the Earnest Money Deposit (EMD) and other dues payable to the Contractor under this contract.~~

~~Provided that, where the MOU/ JV Agreement is submitted along with the tender, such MOU/JV Agreement shall specifically provide;~~

- a) ~~the participants of the MOU/ JV Agreement shall indemnify other participant(s) for any loss caused due to actions of co-participant;~~
- b) ~~all the participants of MOU/JV Agreement shall indemnify the Employer/ Engineer jointly and severally for any loss caused by any of participant of MOU/JV agreement, and~~
- c) ~~all the participants of MOU/JV Agreement shall indemnify the Employer/ Engineer jointly and severally for any loss caused by the agency(s) engaged by any participant of MOU/JV agreement.~~
- (h) ~~On award of contract to a JV firm, a Performance Guarantee shall be submitted by the JV firm 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 firm.~~
- (i) ~~The Joint Venture Agreement shall be valid during the entire currency of the contract including the period of extension if any and the defect liability/ maintenance period after the work is completed.~~

1.2.5.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

- 1.2.5.2 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 as per the Indian Partnership Act, prior to submission of tender.
- 1.2.5.3 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.
- 1.2.5.4 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 the Employer and in any case the minimum eligibility criteria should not get vitiated. The reconstitution 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 Employer 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 the Employer 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 50 of the Standard General Conditions of Contract.
- 1.2.5.5 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.
- 1.2.5.6 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.
- 1.2.5.7 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.
- 1.2.5.8 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.
- 1.2.5.9 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 Employer 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 Employer 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/alterd/ 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 the Employer, shall constitute a breach of the contract, liable for determination of the contract under Clause 50 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 Employer.

- 1.3 Any bidder from a country, which shares a land border with India, will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority which shall be the nominated / Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Further, any bidder (including an Indian Bidder) who has a specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also be required to be registered with the same competent authority as above.

The above requirement of registration of bidders who have specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be applicable for all Procurements where tenders are issued/ published after 01.04.2023.

- (i) "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Clause means: -
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture (if joint venture is permitted in the tender in terms of sub-clause 1.2.2 above) where any member of the consortium or joint venture falls under any of the above.
- (ii) The beneficial owner for the purpose of (i) above will be as under:

1. 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 per cent 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;
2. 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;
 3. 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;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. 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 of ownership.
- (iii) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

[NOTE:

- a) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- b) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]
- (iv) 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 ~~nominated/Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).~~
- (v) The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- (vi) If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

- 1.3.5 "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the

interpretation of the Committee shall be final.)

- 1.3.6 “Specified Transfer of Technology” means a transfer of technology in the in the sectors and/ or technologies, specified as under occurring on or after 23.07.2020:
- Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in Schedule I below are considered Category-I sensitive sectors. The sectors listed in Schedule II below are considered Category-II sensitive sectors. The technologies listed in Schedule III below are considered sensitive technologies.
 - For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.
 - For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in Schedule III, with an entity from a country which shares a land border with India shall require registration.
 - In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

Sl. No	Schedule I	Schedule II	Schedule-III
	Category-I Sensitive sectors	Category-II Sensitive sectors	Sensitive Technologies
(i)	Atomic Energy	Power and Energy (including exploration/ generation/ transmission/ distribution/pipeline)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Broadcasting/ Print and Digital Media	Banking and Finance including Insurance	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Defence	Civil Aviation	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Space	Construction of ports and dams & river valley projects	Chemical Technologies
(v)	Telecommunications	Electronics and Microelectronics	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)		Meteorology and Ocean Observation	Information and Communication

Sl. No	Schedule I	Schedule II	Schedule-III
	Category-I Sensitive sectors	Category-II Sensitive sectors	Sensitive Technologies
(vii)		Mining and extraction (including deep sea projects)	Software
(viii)		Railways	
(ix)		Pharmaceuticals & Medical Devices	
(x)		Agriculture	
(xi)		Health	
(xii)		Urban Transportation	

1.3.7 “The above Clause 1.3 will not be applicable for cases following under Special Cases:

- A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.
- C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.

D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration

1.4 The work is proposed to be executed under the following relationship.

- a) Client/ Owner: As indicated in ‘Key Information Table (KIT) in Para 1.1 of e-Procurement Notice’.

“Client/ Owner” means the Department, Organization, Individual, Firm, Company, J.V. or Consortium who awarded the work to Ircon International Limited for execution/ Project Management Consultancy (PMC) of the project of which the works is a part, and shall include its heirs, executors, legal representatives etc.

- b) Employer/ Executing Agency: IRCON INTERNATIONAL LIMITED
address as given in ‘Key Information Table (KIT) in Para 1.1 of e-Procurement Notice’

- c) Contractor: The successful tenderer to whom the work is awarded shall become the contractor for the execution of this work
- 1.5 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (“bidder”/ “tenderer”), “bid/ tendered”, “bidding”/ “tendering”, etc.) are synonymous. Day means calendar day. Singular also means plural.
- 1.6 Scope of Work: As indicated in ‘Key Information Table (KIT) in Para 1.1 of e-Procurement Notice’.
- The scope given in the KIT is only indicative. The detailed scope has been described in the tender documents.
- 1.7 Approximate Estimated cost of the work is as indicated in the ‘Key Information Table (KIT) in Para 1.1 of e-Procurement Notice.’
- 1.8 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm, or Company or Joint Venture (if permitted in the tender). In case joint venture is permitted in the tender in terms of sub-clause 1.2.2 above, 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. Violation of this condition is liable to disqualify the tenders in which such bidder has participated and EMD of all such tenderers shall stand forfeited.

2 Cost of Bidding:

- 2.2 The bidder shall bear all costs associated with the preparation and submission of the bid 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.

B. The Bidding Documents:

The tenderers must use the online financial sheets available in excel format in this Tender Document for submission of their Financial Bid. Any Bid not conforming to the prescribed format is liable to be declared non-responsive.

3 Content of bidding documents

- 3.2 The bidding documents include the following:
- a. e-Procurement Notice
 - b. Form of Bid
 - c. Instructions to Tenderers
 - d. Appendix to Tender
 - e. Special Conditions of Contract
 - f. Indian Railway Standard General Conditions of Contract (April 2022) updated with correction slips issued up to date of inviting tender or as specified in tender documents.
 - g. Technical Specification
 - h. Certificate of Familiarization

- i. Drawings
 - j. Bill of Quantities
- 3.3 The bidder is expected to examine all instructions, terms, conditions, forms, specifications, corrigendum/addendums 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 in every respect will be at the bidders' risk and may result in rejection of his bid.

4 Understanding and Amendment of Tender Documents

- 4.2 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- 4.3 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site and satisfied himself with all the conditions prevailing including any difficulties for executing the work.
- 4.4 Bidder will examine the various provision of The Central Goods and Service tax Act, 2017 (CGST)/ Integrated Goods and Service Tax Act, 2017 (IGST)/ Union Territory Goods and service Tax Act, 2017 (UTGST)/ respective state's 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. Bidder will ensure that full benefits of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- 4.5 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 IRCON 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.
- 4.6 In case the successful tenderer is not liable to be register under CGST/IGST/UTGST/ SGST Act, IRCON shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- 4.7 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 bidder amend the bidding documents by issuing Corrigendum, which shall be part of the Tender documents. The amendment shall be advised to all the prospective bidders.

4.8 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

C. Preparation of the Bids:

5 Language of Bid:

5.2 The bid prepared by the bidder and all documents related to the bid shall be written in English.

6 Signing of All Bid papers and Completing Bill of Quantities:

6.2 It shall be deemed that e-bid uploaded by the tenderer is digitally signed by his authorized representative holding the Power of Attorney.

6.3 While filling up the rates in the Bill of Quantities, tenderer shall ensure that the rates/percentage as applicable, are filled up in figures only. System will automatically convert such filled up rates/percentages into words. In case of item rate/percentages tenders, the system will automatically calculate the total price by multiplying the unit rate with quantity/quoted percentage with estimate cost put to tender.

6.4 The bid should be submitted online only in the prescribed format given in the e-procurement portal of IRCON. No other mode of submission is accepted. The Technical & Financial Bid shall be digitally signed by the authorized signatory of the bidder & submitted "online" only. **No hard copy of Technical & Financial bid is required to be submitted except the documents as specified in Annexure VII of ITT.**

The tenderer may download financial bid form & Proforma for Statement of minor deviations (Annexure 'IV(AA)' to financial bid) and upload the same duly filled through online e-Procurement process.

The tenderer must fill and submit the prices as per instructions given in Bill of Quantities. The system does not permit any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

The price of each minor deviation mentioned in the Proforma for statement of minor deviations will be the price which the tenderer agrees to offer to the employer from his quoted offer in BOQ if deviation is agreed by the employer. Any such deviation without a price shall not be considered and will be treated as withdrawn by the tenderer. Any other deviation mentioned anywhere in the submission other than in Annexure-IV(A) of Instructions to Tenderer shall be considered as if mentioned inadvertently by the tenderer and shall be considered as withdrawn without any confirmation from the tenderer.

7 Deviations:

- 7.2 The tenderer should clearly read and understand all the terms and conditions, specifications, drawings, etc. mentioned in the original tender documents.

The tenderer may submit minor deviations in Annexure IV(A) and a confirmation that price of every such minor deviation has been given in the financial bid/Bill of Quantity (BOQ). Minor deviation may be in the employer's requirements or in any other tender requirement which do not alter the basic functionality of the work or part thereof. If there is no such minor deviation, then the tenderer must write "NIL" in this Annexure. Tenderer to note that such minor deviations may or may not be accepted by the employer and the tenderer shall not have any right to any claim on this account. The offer in BOQ shall be given without considering any deviation in tender conditions. The lowest bidder will be decided without considering any deviation in the tender conditions. If the lowest bidder has given some minor deviations, then the Employer has right to accept some or all such minor deviation and the offer of the lowest bidder will be reduced by the price of such accepted deviations (Tenderer to see note 1 of Annexure-IV(A) of ITT).

8 Submission of tender documents:

The tender document will be received in electronic form only after payment of tender document fee.

9 Earnest Money:

- 9.2 The tenderer must furnish the Earnest Money as indicated in 'Key Information Table (KIT) in Para 1.1 of e-Procurement Notice' for the work as specified failing which the tender shall be summarily rejected. The Earnest Money may be in any one of the following forms:

- a) Pay Order/ Demand Draft of any Scheduled Bank in India in favour of Ircon International Limited payable at a place as given in Key Information Table (KIT) in Para 1.1 of e-Procurement Notice'. It is mandatory for bidders to provide their Banker's details (Name of Bank & Branch) along with their own bank details (Account No., Name of Account Holder, NEFT/RTGS details).
- b) Fixed Deposit Receipt issued by any Scheduled Bank in India endorsed in favour of IRCON INTERNATIONAL LIMITED.
- c) EMD value up to `10.00 Lacs must be in the form of Pay Order/DD/FDR. In addition, EMD may also be paid through NEFT or RTGS in IRCON's Bank account No. 57500000084161, IFSC Code: HDFC0000732 at HDFC bank, Rahul Sadan, Heera Ganji Bhagwati Chowk, Katni-483501. in favor of "IRCON INTERNATIONAL LIMITED" payable at Katni and email ID iicon.2065@iicon.oig In case of EMD amount being more than `10.00 Lacs, it can also be deposited in the form of ~~irrevocable Bank Guarantee~~ valid for minimum 180 days beyond the last date of submission of bid, issued by a Scheduled Bank as per the format enclosed at Annexure IX to 'SCC'. B.G.

- not valid for 180 days beyond the last date of submission of bid, will not be considered a valid EMD instrument. The B.G must be made invocable at any branch in Katni (Project HQ branch) of the issuing bank.
- d) The scheduled bank issuing the Bank Guarantee must be on the Structure Financial Messaging System (SFMS) platform. A separate advice of the B.G. shall invariably be sent by the issuing bank to the Employer's Bank through SFMS and only after this, the B.G. shall become operative and acceptable to the Employer.
- e) Earnest Money in the form of Pay Order/DD/FDR/BG shall be scanned & uploaded through online e-Procurement process. Further EMD in original form along with a copy of 'SFMS – Messaging Report' sent by the BG issuing Bank sealed in an envelope must be received by Employer at the address specified in the "e-procurement Notice **not later than the prescribed date and time for e-bid submission.**
- f) Proof of transaction towards payment of Earnest Money through NEFT or RTGS shall be scanned either in PDF or JPEG format such that file size is not more than 5 MB and uploaded during the online submission of the e-bid not later than the prescribed date and time for e-bid submission.
- g) No interest shall be allowed on Earnest Money Deposit.

9.3 Forfeiture of Earnest Money:

- 9.3.5 The Earnest Money of the tenderer shall be forfeited if he withdraws his tender after opening of the tender during the period of tender validity specified in the "Key Information Table (KIT) in Para 1.1 of eProcurement Notice" or extended validity period as agreed to in writing by the tenderer
- 9.3.6 The Earnest Money of the successful tenderer is liable to be forfeited if he fails to;
- i) sign the Contract Agreement in accordance with the terms of the tender, or
 - ii) furnish Performance Guarantee in accordance with the terms of the tender, or
 - iii) commence the work within the time period stipulated in the tender.
- 9.3.7 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

9.4 Return of Earnest Money:

- 9.4.5 The Earnest Money of the unsuccessful tenderers in the form of FDR/BG shall be discharged and returned as promptly as possible and the Earnest Money in the form of DO/Pay Order/ NEFT or RTGS shall be directly credited to his bank account through Electronic Fund Transfer, under advice to the bidder.
- 9.4.6 The Earnest Money Deposit of the successful tenderer shall be dealt as under: -

- i) The Earnest Money Deposit of the successful tenderer shall be returned after submission of the Performance Bank Guarantee in the acceptable form as per relevant contract conditions and verification of the same from the issuing bank.
- ii) In case, there is no provision in the contract for submission of Performance Bank Guarantee:
 - a) If the Earnest Money Deposit (EMD) is in the form of Demand Draft/ Pay Order/ NEFT or RTGS, the same shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.
 - b) If the Earnest Money Deposit is in the form of Fixed Deposit Receipt (FDR)/ Bank Guarantee (BG), the FDR/BG shall be returned after deduction of an equivalent amount from the on account bills towards retention money and further balance amount of retention money shall continue to be recovered from on account /Final bills as per relevant contract conditions.

10 Integrity Pact (IP):

- 10.2 Integrity Pact will be applicable for all tenders/contracts (for works & supply) of value Rs. 5 Crore & above at all Indian Projects, Integrity Pact attached as Annexure-VI to 'Instructions to Tenderers' shall become a part of tender.
- 10.3 Integrity Pact shall be signed by the authorized signatory of the tenderer and witnessed in the format attached as Annexure-VI at the time of signing Contract Agreement. Bidders shall abide by the provisions of Integrity Pact by signing the Affidavit attached as Annexure - IV to Instructions to Tenderers.
- 10.4 This Pact shall be signed by all the partners of Partnership firm and all the members of Joint Venture (JV)/ MOU (if participation of JV/ MOU is permitted in the tender).
- 10.5 Only those vendors/bidders who sign the Affidavit shall be qualified to participate in the bidding process.
- 10.6 The Integrity Pact will be signed by IRCON at the time of execution of Agreement with the successful tenderer.
- 10.7 Name, Designation & Address of Tender Inviting Authority of IRCON: Shri Shyam Sunder (Chief General Manager/S&T)
Address **IRCON International Ltd.**
First Floor, Above Maruti Suzuki Showroom, Near
Jhinhri Police Station, NH-7,
Jabalpur Road, Katni-483501 (MP) Mobile /
Telephone no. **+91 9630014987** Email ID
shyam.sunder@ircon.org
- 10.8 Name & Address of IEM:
 - 1) Dr. T.M. Bhasin
Former Vigilance Commissioner, CVC
331, Bhera Enclave, Opp. Radisson Blue Hotel,

Paschim Vihar, New Delhi-110087
Email: iem.reference@ircon.org

- 2) Shri Bimal Julka,
IAS (Retd)
D-419, Defence Colony
New Delhi-110024,
Email: iem.reference@ircon.org

10.9 IEM(s) shall not be made party to any dispute between the parties to the agreement for this work.

11 Period of validity of the tender:

- 11.2 The tender shall remain valid for the period indicated in "Key Information Table (KIT) in Para 1.1 of e-Procurement Notice" after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.
- 11.3 Notwithstanding the above clause, Employer may solicit the tenderer's consent to extend the validity period of the tender. The request and the response shall be made in writing.

D. Submission of Bids:

12 Deadline for submission of tender:

- 12.2 Earnest Money Deposit required in physical form, as per sub clause 9.1 of "Instructions to Tenderers" must be submitted in the tender box at the address specified in the Key Information Table (KIT) in Para 1.1 of "e- Procurement Notice" **not later than the prescribed date and time for e-bid submission.**

- 12.3 Any tender related documents received after opening of the tender shall be rejected.

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.

13 Modification / Substitution / Withdrawal of tender:

- 13.2 The tenderer may modify, substitute or withdraw his e-bid after online submission prior to the date and time of e-bid opening.
- 13.3 For modification of e-bid, bidder has to upload/resubmit digitally signed modified e-bid in the CPP Portal (<https://etenders.gov.in/e procure/app>).
- 13.4 For withdrawal of e-bid, bidder can withdraw his e-bid by clicking on withdrawal

icon at e-procurement portal.

13.5 Before withdrawal of an e-bid, it may specifically be noted that after withdrawal of an e-bid for any reason, tender fee will not be refunded. The bidder trying to re-submit the e-bid will have to pay the cost of tender document again.

14 Submission of an e-bid by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and has 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.

15 Parts of tenders

15.2 All documents/ forms/instructions/ specifications etc listed in item 3.1 of this Instructions To Tenderers and those attached as per the Annexure VII are deemed to be a part of the bid/tender and accepted by the bidder.

15.3 In case of any ambiguity, IRCON will be free to seek confirmation of information from the issuer of the document.

E. e-Bid opening and Evaluation

16 Opening of the tender

16.2 Tenders will be opened at the address mentioned in "e-Procurement Notice" in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders. Physical presence during e-bid opening is optional.

16.3 Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.

16.4 Tenderer's name, presence or absence of requisite Earnest money, total cost of work quoted or any other details as Employer may consider appropriate will be displayed with list to all participating bidders online after bid opening.

17 Clarification of the tenders:

17.2 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.

18 Preliminary examination of bids:

18.2 The Employer shall examine the bids to determine whether they are complete, whether physical copy of all the relevant documents have been scanned, uploaded

and Earnest Money Deposit in original form received **not later than the prescribed date and time for e-bid submission** and generally they are in order.

18.3 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 and for minor deviation details have been submitted in Annexure 'IV(A)' in terms of clause 7.1 above and cost of withdrawal of minor deviations (if any) has been quoted in the Proforma for statement of minor deviation attached with the financial bid. A material deviation, objections, conditionality or reservation is one;

- i) That affects in any substantial way the scope, quality or performance of the contract.
- ii) That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or
- iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

18.4 If an e-bid is not substantially responsive, it shall be rejected by the Employer.

18.5 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/ deviations/ reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

19 Evaluation and comparison of tenders:

19.2 Bids, which are determined as substantially responsive, shall be evaluated based on Essential Qualifying Criteria as given in the tender documents. The tenderer must scan and upload all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

19.2.5 The lowest bidder will be decided without considering any deviation in the tender conditions. If the lowest bidder has given some minor deviations, then the Employer has right to accept some or all such minor deviation and the offer of the lowest bidder will be reduced by the price of such accepted deviations (Tenderer to see note 1 of Annexure-IV(A) of ITT).

19.3 The Employer/Engineer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces

any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

20 Canvassing:

20.2 No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

21 Right to accept any tender or reject all tenders

Employer/Engineer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

22 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 Employer/Engineer shall deem such tender as invalid.

23 Award of Contract:

23.2 Employer/Engineer shall notify the successful tenderer in writing by Courier/ Speed Post or per bearer or delivering the same by e-mail

23.3 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 and the contractor till such time the contract agreement is signed.

24 Contractor Performance Feedback and Evaluation System:

The employer will have a 'Contractor Performance Feedback and Evaluation System' for periodic evaluation of Contractors performance during execution of Contract. In case contractor's over-all performance is found unsatisfactory (<85% for Works Contracts and <75% for Consultancy Contracts) based on the parameters as listed in Annexure 'II' and 'III' respectively, the Contractor is liable to be declared a 'Non-Performer', and will become ineligible for participation in future tenders of this Organization for a period of 2 (two) years from the date of such decision. This decision is to be conveyed to the Contractor in writing. The non-performer status may be revoked during currency of the contract on improvement of performance parameters during the next annual review. This is without prejudice to any other recourse available to the Employer under the Conditions of Contract.

25 Ineligibility to participate in re-tenders/ future cases:

Notwithstanding anything contained in the Qualification Clauses of ITT, if a bidder withdraws from an offer after having been declared a preferred bidder or after Notification of Award or does not sign the Contract Agreement pursuant to the

Letter of Acceptance or does not submit an acceptable Performance Security which results in tender being annulled then such bidder shall be treated as ineligible for participation in re-tendering of this particular work and also for any other work for a period of 6 months. A repeat incident of similar type within a period of 2 (two) years will render the bidder ineligible for participation in all future tenders for a further period of 2 (two) years.

26 Bidder non-eligibility for participation in tender & Declaration of non-performance or ban status or termination

26.2 Tenderers including any partner of JV/MOU (in case of JV/MOU permitted in the tender) are not eligible to participate in the tender process under the following conditions:

- a. They have been declared a non-performer by Central/State Government department in India including authority controlled by them during the last two years prior to date of bid submission.
- b. They are currently debarred for tendering, blacklisted, suspended in Central/ State Government department in India including authority controlled by them.
- c. Any previous contract awarded to them has been terminated by IRCON or its subsidiaries, during the last two years prior to date of bid submission.
- d. The bidder (any partners in case of JV is permitted in the tender) is in corporate Insolvency Resolution Process (CIRP) / liquidation / Winding up / CDR/SDR/S4A/Flexible Structuring or any other restructuring scheme due to financial stress and is in default on any debt obligations on the bid due date. An undertaking of bidder (All partners of JV in case of JV is permitted in the tender) (duly certified by the statutory auditor of the bidder with UDIN where the accounts are audited. In other cases, the same may be certified by Chartered Accountant with UDIN) must be submitted along with the bid.

26.3 Declaration of non-performance or ban status or termination

Accordingly, tenderers are required to sign an Affidavit as per the enclosed pro-forma in Annexure-'IV', declaring their status of non-performance or debarment/termination or Corporate Resolution Process/ liquidation / Winding up / CDR / SDR/ S4A / Flexible Structuring or any other restructuring scheme due to financial stress or in default on any debt obligations.

27 Tenderer to be fully responsible for the consequences of misrepresentation

- a. Any suppression of information and misrepresentation will render the tenderer ineligible for the tender along with the forfeiture of Earnest Money. The tenderer will also be liable for disqualification for future tenders of IRCON and subsidiaries for a period of 2 years.

- b. If any suppression of information and misrepresentation is found after the award of Contract, the Contract may be terminated with forfeiture of **EMD**, PG and SD (if any). The Contractor will also be disqualified for future tenders of IRCON and subsidiaries for a period of 2 years.

28. Purchase Preference Policy for Micro and Small Enterprises (MSEs) registered firm.

28.1 Purchase Preference to Micro and Small Enterprises (MSEs) as admissible under Government's existing policy on the date of acceptance of tender shall be applicable to Micro and Small Enterprises (MSEs) registered under Udyam Registration under the Ministry of MSME, with effect from 01.07.2020. MSEs registered under Udyog Aadhaar Memorandum (UAM), validity of which is till 31.03.2022, are also eligible to avail the benefits under the Policy.

28.2 The tenderer(s) shall submit photocopy of current and valid MSEs registration certificate inclusive of all the pages showing the category of entrepreneur - whether the registered firm is owned by General or SC/ST or women entrepreneurs to avail the benefits under the policy.

28.3 Such MSE registered firms shall be exempted from payment of tender document cost and payment of Earnest Money Deposit. There will be no exemption on Security Deposit/ Performance Bank Guarantee under the policy.

28.4 Definition of MSEs owned by SC / ST is as given below:

28.4.1 In case of proprietary MSE, proprietor(s) shall be SC/ST.

28.4.2 In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.

28.4.3 In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

28.5 All bidders registered under Micro and Small Enterprises (MSEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/ tender process or other tender requirements and L1 price.

28.6 Price matching facility for procurement from MSEs over Non-MSEs: -

- i. Price quotation in tenders: In tender, participating Micro and Small Enterprises, quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such MSE shall be allowed to supply up to 25 per cent of total tender value. ITT Page 114 of
- ii. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

- iii. IRCON may split the total quantity of 25% proportionately amongst those MSEs firms whose rate fall within price band of L1 + 15% in case of more than one MSEs firms falling within this purview. While splitting the quantity amongst MSEs firms the first preference for 4% percent out of 25% shall be given to MSEs owned by Scheduled Castes or Scheduled Tribes and 3% out of 25% shall be given to MSEs owned by women entrepreneur. However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and 3% earmarked to women entrepreneur will also be met from other MSEs.
- iv. In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band of L1+15% may be awarded for full/ complete supply of total tendered value to MSE matching the L1 Price.
- v. The total quantity shall be offered to non-MSE lowest valid bidder, in case suitable offer of MSEs firm is not available or they do not agree to match the price to that of L1 bidder and the quoted price by MSEs is beyond +15% of the lowest valid price bid.

29 Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

29.1 The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorized in following four broad categories for consideration or applicability of purchase preference.

Category	Terminology
Supplier is both MSE & class-I local supplier.	"MSE class - I local supplier"
Supplier is MSE but not class-I local supplier	"MSE but non-class-I local supplier"
Supplier is not MSE but is class-I local supplier	"Non-MSE but class -I local supplier"
Supplier is neither MSE nor class-I local.	"Non MSE non-class-I local supplier."

29.2 The applicability of PPP-MSE order and PPP-MII order in various scenarios, involving simultaneous purchase preference to MSEs and class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

- a. **Items covered under Para 3(a) of PPP-MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:** For these items, only Class-I Local suppliers are eligible to bid irrespective of purchase value. Hence, class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:
 - i. **L-1 is MSE Class-I local suppliers"-** 100% of the tendered quantity is to be awarded to L-1.
 - ii. **L-1 is "Non-MSE but Class-I local supplier"-** Purchase preference is given to MSEs as per PPP MSE order. Balance quantity is to be awarded to the L-1 bidder.

- b. **Items reserved exclusively for procurement from MSEs as per PPP-MSE order:**
These items are reserved exclusively for purchase from MSEs. Hence, non- MSE are not eligible to bid for these items. Possible scenarios can be as under:
- i. **L-1 is “MSE Class-I local supplier”** - 100 % of the tendered quantity is to be awarded to L-1.
 - ii. **L-1 is “MSE non Class-I local supplier** - Purchase preference is to be given to
 - iii. **Class-I local supplier as per PPP-MII order.** Balance quantity, is to be awarded to L-1 bidder.

c. If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:

- c(a) Items covered under para 3A(b) of PPE-MII Order are divisible items and both MSEs as well as class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- i) **L-1 is “MSE class-I local supplier”** - 100% of the tendered quantity is to be awarded to L-1.
 - ii) **L-1 is “Non-MSE but class-I local supplier”** - Purchase preference is to be given to MSEs, if eligible as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
 - iii) **L-1 is “MSE but non-class-I local supplier”** - Purchase preference is to be given to Class-I local suppliers, if eligible as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
 - iv) **L-1 is “Non-MSE non-Class-I local supplier”** - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local supplier for “50% of the tendered quantity minus quantity allotted to MSEs above” as per PPP-MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example below).
- c (b) Item covered under Para 3A (c) of PPP-MII Order, 2017 are non -divisible items and both MSEs as well as Class-I local supplier are eligible for purchase preference. Possible scenarios can be as under:
- i) **L-1 is “MSE Class-I local supplier”** - Contract is awarded to L-1
 - ii) **L-1 is not “MSE Class-I local supplier” but the “MSE Class-I local supplier” falls within 15% margin of purchase preference** - Purchase preference is to be given to lowest quoting “MSE Class-I local supplier”. If lowest quoting “MSE Class-I local supplier” does not accept the L-1 rates, the next higher “MSE Class-I local supplier” falling within 15% margin of purchase preference is to be given purchase preference and so on.
 - iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e L-1 is neither “MSE Class-I local supplier” nor “MSE Class-I local supplier” is eligible to take benefit of purchase preference, the contract is to be awarded / purchase preference to be given in different possible scenarios as under:
 - A. L-1 is “MSE but non-class-I local supplier” or “Non-MSE but Class-I local supplier”- Contract is to be awarded to L-1.
 - B. L-1 is “Non MSE non-Class-I local supplier”- First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible / does not accept - purchase preference to be given to Class-I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept - contract to be awarded to L-1.

Example explaining applicability in scenario explained in para 20.2 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is “Non-MSE non-class -I local suppliers”)

Item- Desktop computer

Qty- 50 Nos.

Details of bids received

S.No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	“Non-MSE non Class-I local supplier”
2.	B	110	L2	“Non-MSE but Class-I supplier”
3	C	112	L3	“MSE but non-Class-I local supplier”
4	D	115	L4	“Non-MSE but class-I local supplier”
5	E	118	L5	“MSE but non-Class-I local supplier”
6	F	120	L6	“MSE Class-I local supplier”

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price. i.e. Rs. 100/- for quantity of 13 Nos. Bidder “E” and “F”, although, MSEs will not get purchase preference since their quoted rates don’t fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 - 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII. Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder “B” does not accept the L1 price i.e. price of RS 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder “D”, may be invited to match L1 price for 19 Nos. of computer and so on.
3. For remaining quantity i.e., 18 Nos (50-13-19) the contract will be awarded to lowest quoting bidder i.e. Bidder “A” who is L-1 in the example.

DETAILS OF THE BIDDER

1. Name of the Bidder & authorized signatory :
 - 1.1 Registered Address of the bidder :
Land Line Telephone Number with STD Code:
FAX Number with STD Code :
Mobile Number :
Email address :
 - 1.2 Address for communication :
Land Line Telephone Number with STD Code:
FAX Number with STD Code :
e-mail Address :
2. Banker's Details for Payment through Electronic Clearing System (ECS):
Name of bank :
Address of bank :
Account No. :
Name of Account Holder :
IFSC :
Telephone No. with STD Code :
e-mail Address :

Annexure –‘II’
(Ref. Clause 24 of Instructions to Tenderers)

ASSESSMENT OF PERFORMANCE OF WORKING CONTRACTOR:

S.N.	Description	Weightage		Remarks
		Assigned	Obtained	
1	Resource Management/ Financial Status			
1.1	Timely mobilization of manpower, as per the requirement of work and/or as suggested by Engineer in writing	5		
1.2	Timely mobilization of machinery, as per the requirement of work and/or as suggested by Engineer in writing	5		
2	Physical Progress /Project Execution Capability	75		
2.1	Target Vs Achieved review of the progress and adherence to milestones of the work as per above submitted & approved programme (may be judged as below, to be modified depending on availability of front/site or as indicated in Contract)			
A	At 33% time: > 20%			
B	At 50% time: > 40%			
D	At 100% time: > 98%			
E	At 125% time: > 100%			
3	Quality Assurance Capability			
3.1	Documentation of procedures, work instructions, check list and adherence to the requirements of ISO 9001:2008	2		
3.2	Rectification of defects/non-conformity to quality standards within 7 days: (Nos. mentioned in writing/Rectified within 7 days of writing)	4		
3.3	Implementation of corrective and preventive measures to control non-conformities/ rejections	4		
4	Claims and Disputes			
4.1	Raising unnecessary claims and litigation (shall be graded negative)	5		
	TOTAL	100		

Annexure-'III'

(Ref. Clause 24 of Instructions to Tenderers)

ASSESSMENT OF PERFORMANCE OF WORKING CONSULTANT

S.N.	Description	Weightage		Remarks
		Assigned	Obtained	
1	Resource Management	15		
1.1	Mobilization time	5		Shall be immediate as per the submission.
1.2	Deputation of qualified team leader -overall co-ordination	5		Person so nominated at the time of submission shall not be changed
1.3	Deputation of experienced staff for specific job/trade	5		Persons identified at the time of submission may not be changed.
2	Quality Assurance	20		
2.1	Methodology of submission of drawing	5		There has to be a document stating the methodology of forwarding the drawing
2.2	Methodology to ensure that integrated drawings are issued and not in isolation	5		Working on the same platform and on the same corrected drawing.
2.3	Formats for delivery stages of project	5		So as to segregate the drawings for info, tender and working drawings.
2.4	Quality of submission - adequate detailing	5		Is there in house cross checking facility.
3	Physical Progress	65		
3.1	Submission of detailed schedule of delivery with number of drawings to be submitted	5		This needs to be tweaked with construction programme
3.2	Adherence to Milestones for various submissions	10		Important to ensure smooth working.
3.3	Capability of change management and incorporation of changes	10		
3.4	Timely response to the queries			Important for execution and is measure of seriousness about the project.
A	During design stage	5		
B	During execution stage	5		

3.5	Quality and detailing of Report	20		Speaks about the effort and sincerity
3.6	Timely submission of the reports/details/ calculations etc.	10		Mandatory for timely execution of the project.
	TOTAL	100		

Annexure-IV'

(Ref. Clause 1.3 of Instructions to Tenderers)

(Ref. Sub-clause 10.2, 10.4 and Clause 26 of ITT and Clause 5. of Essential Qualifying Criteria)

**FORMAT
AFFIDAVIT****(On non-judicial stamp paper of Rs.100/- duly notarized)**

I/we, the undersigned, do hereby solemnly affirm and declare that-

1. Neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm/JV/MOU have been declared non-performer by Central / State Government Department in India including authority controlled by them during the last two years prior to the bid submission.
2. As on date our bid submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm/JV/MOU are debarred for tendering, blacklisted, suspended in Central / State Government Department in India including authority controlled by them.
3. As on date our bid submission, neither our firm nor any of the members / partners in any form/manner as an individual or the constituent partner in case of partnership firm / JV/MOU are in Corporate Insolvency Resolution Process (CIRP) / liquidation / Winding up / CDR/SDR/S4A/ Flexible Structuring or any other restructuring scheme due to financial stress and have not been in default on any debt obligations on the bid due date.
4. No contract agreement between IRCON or its subsidiaries and either our firm or any of the members/partners in any firm/manner as an individual or the constituent partner in case of partnership firm/JV/MOU have been terminated during the last two years prior to the date of our bid submission.
5. We have no objection to IRCON requesting to any bank, person, firm or body and any such agency furnishing pertinent information as deemed necessary or to verify this statement or regarding our competence and general reputation.
6. We understand that further qualifying information may be requested by IRCON and we agree to furnish any such information at the request of IRCON within the prescribed time.
7. We bind ourselves with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agree to augment any resources, if found necessary for timely completion of the project, as desired by the IRCON.
8. **Certification on submitted/ Attached Documents/ Credentials:**
 - 8.1 That the facts stated and documents enclosed by us in the Bid are true and correct and we have not concealed/ suppressed any facts/ record/ documents and/ or misrepresented the facts/ record/ documents.
 - 8.2 I/ We further 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.

- 8.3 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.
- 8.4 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.
- 8.5 I/ We understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/ false or incorrect or any suppression of information and misrepresentation is noticed at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides disqualification for future tenders of IRCON & its subsidiaries for a period of two years. Further, I/ We (insert name of the tenderer) ** and all my/ our constituents understand that my/ our offer shall be summarily rejected.
- 8.6 I/ We also understand that if the certificates submitted by us are found to be false/ forged or incorrect or any suppression of information and misrepresentation is noticed 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 disqualification for future tenders of IRCON & its subsidiaries for a period of two years.
9. **We have read and understood all the provisions included in the Integrity Pact and undertake to abide by them, if applicable.**
10. **We have read and understood all the provisions included in the bid documents and undertake to abide by them.**
- 11.1 Model Certificate for Tenders
 “I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered shall be attached.
- 11.2 Model Certificate for Tenders for Works involving possibility of sub-contracting
 “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 shall be attached.
- 11.3 Model Certificate by Bidder in case of specified Transfer of Technology (ToT):
 “I have read the clause regarding restrictions on procurement from bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with competent authority”

OR

“I have read the clause regarding restrictions on procurement from bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder has valid registration to participate in this procurement.” [where applicable evidence of valid registration with the competent authority shall be attached.]

12. The information furnished by us is true and correct and we understand the consequences in case any of the information furnished is not found to be true/ correct and /or any suppression/ concealment of facts/ record or misrepresentation of facts/ record is noticed.

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative.

Name of the Firm.

Dated:

This Affidavit shall be signed by all the partners of Partnership firm and all the members of Joint Venture (JV)/ MOU (if participation of JV/ MOU is permitted in the tender).

ANNEXURE -IV (A)

**PROFARMA FOR STATEMENT OF MINOR DEVIATIONS
(Refer Clause 6 & 7 of ITT)**

The following are the particulars of minor deviations from the requirements of the Tender Document:

S. No.	Clause	Deviation	Remarks (including justification)	Confirming that price of adjustment of each deviation/s is given in Annexure-IV (AA) of financial package (Yes/No)

Note:

1. The Tenderer shall indicate price adjustment against each deviation in Annexure-IV(AA) of BOQ. This price is the price which the tenderer shall reduce from his tender price if deviation(s) is/are accepted by the Employer.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents.
3. If the tenderer proposes deviations in tender documents and/or any other terms and conditions of the tender, other than in this Annexure, it will have no effect.

Signature of authorized signatory on behalf of Tenderer

ANNEXURE -V

(Ref. Clause 3.0 of e-Procurement Notice, sub-clause 19.1 of ITT)

A. Essential Qualifying Criteria:

1. The contractor should possess the experience of having successfully completed or substantially completed similar works during the last 7-years (ending last day of the month previous to the one in which tenders are invited) which should be any one of the following: -
 - i) Three similar completed works each costing not less than the amount equal to 30% of the estimated cost (Rs 9,94,55,537.40).
 - ii) Two similar completed works each costing not less than the amount equal to 40% of the estimated cost (Rs 13,26,07,409.60).
 - iii) One similar completed work costing not less than the amount equal to 60% of the estimated cost (Rs. 19,89,11,114.40).

Meaning of Similar work: Works are considered similar if executed work involves “**Supply, Installation, Testing and Commissioning of Indoor and Outdoor (SSI/EI/RR/PI) S&T works**”.

2. The average annual financial turnover during the last 3-years should be at least 30% of the estimated cost.

Notes:

- a) The financial turnover shall mean Revenue from Operations of standalone Financial Statements of the Bidder.
- b) Revenue from Operations shall be judged from Audited Balance Sheet, Profit & Loss A/c, relevant Notes to A/cs and Statutory Auditor Report/ relevant abstracts of Annual Reports covering above documents and the same shall be certified by statutory auditor with UDIN where the accounts are audited. In other cases, the same may be certified by Chartered Accountant with UDIN.
- c) In case the financials of immediate prior Financial Year have not yet been audited till the time of submission of the tender, the bidder can submit an Affidavit to this effect stating that "the financial results of the immediate prior Financial Year has actually not been audited so far". In such cases, the financials of preceding three audited financial years will be taken into consideration for evaluating the Annual Financial Turnover of the bidder. In the absence of such an Affidavit, the benefit of considering three preceding years would not be given and the bid would be evaluated considering turnover for two preceding years only.

3. Net worth of the bidder should be at least 10% of the estimated cost of the work. This will be judged from the audited Balance Sheet of the last financial year ending on a date not prior to 18 months from the date of invitation of the tender, but not earlier than a year immediate financial **year**.
- 3.1 The bidder whose annual financial turnover do not exceed 50 Lakhs should submit copy of applicable ITR under Income tax rules which is generated from Income tax portal and duly self- attested to judge their net worth and turnover.
4. The bidder should submit completion certificates in reference to S.No.1 (minimum 3 nos., 2 nos. or 1 no. as the case may be) above issued by Government Organizations/ Semi Government Organizations/ Public Sector Undertakings/ Autonomous bodies/ Municipal bodies/ Public Limited Company / Concessionaire Company/ Private Company/ JV Company for having successfully completed similar works in the last 7 years. Certificates issued by such Public Limited Company / Concessionaire Company /Private Company/ JV Company must be supported by Tax Deducted at Source (TDS) Certificates (Form 16A/ 26AS) in evidence of the value of work executed. In case of supply contracts, Copies of GSTR-1/GSTR 3B to be submitted by the bidder as a proof of payment received for supply. Before implementation of GST where no TDS is deducted, relevant copies of purchase order and invoices along with bill wise details of payment received duly certified by Chartered Accountant should be submitted by the bidder in support of value of work executed.
- 4.1 It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

NOTE: -

- i) Value/ Quantity of Key Construction activities of a successfully 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. A copy of the JV agreement submitted to client at the time of award of work or any subsequent change in the provision of original JV agreement as agreed by the client shall be submitted along with tender document, while claiming share of the experience in the previous JV.
- ii) 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/ Financial Benchmarks India Pvt. Ltd. for the relevant date. Where, relevant date shall be 1st day (i.e. 1st April) of the relevant year (financial year) in which work was completed. In case of any other currency, the same shall first be converted to US Dollars as on 1st day (i.e. 1st April) of the relevant year (financial year) in which work was completed 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.

5. Bid Capacity: Not Applicable

6. The bidder shall sign the Affidavit as enclosed in Annexure-‘IV of “Instructions to Tenderers”.

This Affidavit shall be signed by all the partners of Partnership firm and all the members of Joint Venture (JV)/ MOU (if participation of JV/ MOU is permitted in the tender).

7. If the bidder (any partners of JV, in case JV is permitted in the tender) is in Corporate Insolvency Resolution Process (CIRP)/ liquidation/ Winding up/ CDR/SDR/S4A/Flexible Structuring or any other restructuring scheme due to financial stress and is in default on any debt obligations on the bid due date. An undertaking of bidder (All partners of JV in case JV is permitted in the tender) (duly certified by the statutory auditor of the bidder with UDIN where the accounts are audited. In other cases, the same may be certified by Chartered Accountant with UDIN) must be submitted along with the bid.
- 8. In case Joint Venture is permitted to participate in this tender in terms of clause 1.2.2 of ITT, then fulfillment of Essential Qualifying Criteria in case of Joint Venture shall be as under:**

8.1 Experience of Similar Works

(For Definition of Similar Works please refer Essential Qualifying Criteria)

	Description of the criteria	All Partners of the Joint Venture (JV) combined	Lead Partner of the JV	Other Partners of JV
a.	Three Similar Completed or substantially completed works each costing not less than the amount equal to 30% of the estimated cost	All Partners of the Joint Venture (JV) combined must 100% satisfy any of the three criteria 1.a, 1.b or 1.c	Should have completed or substantially completed at least two similar works each costing not less than 30% of the estimated cost.	Should have completed or substantially completed one similar work costing not less than (30/N)% of the estimated cost. Note: Even if the lead partner has completed or substantially completed three similar works each costing not less than 30% of the estimated cost, Each other partner should have also completed or substantially completed at least one similar work costing not less than (30/N)% of the estimated cost

b.	Two Similar Completed or substantially completed works each costing not less than the amount equal to 40% of the estimated cost		Should have completed or substantially completed at least one similar works costing not less than the amount equal to 40% of the estimate d cost	If the lead partner has completed or substantially completed two similar works costing not less than 40% of the estimated cost then each other partner Should have completed or substantially completed at least one similar work costing not less than (30/N)% of the estimated cost. If the lead partner has completed or substantially completed only one similar work costing not less than 40% of the estimated cost, each other partner should have completed or substantially completed one similar work costing not
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				less than $(40/N)\%$ of the estimated cost
c.	One Similar Completed or substantially completed work costing not less than the amount equal to 60% of the estimated cost		Should have completed or substantially completed onesimilar work costing not less than 60%of the estimated cost	Each other Partner should have completed or substantially completed at least one similar work costing not less than $(30/N)\%$ of the estimated cost

NOTE: "N" is the total no of Other partners of JV excluding the Lead Partner.

8.2 Average Annual Financial Turnover

Description of the criteria	All Partners of the Joint Venture (JV) combined	Lead Partner of the JV	Other Partners of JV
The average Annual Financial Turnover during the last three years should be atleast 30% of the estimated cost	All Partners of the Joint Venture (JV) combined must 100% satisfy the criteria i.e. the Arithmetic sum of average Annual Financial Turnover during the last three years of all the partners should be atleast 30% of the estimated cost	The average Annual Financial Turnover during the last three years should be atleast 20% of the estimated cost	The average Annual Financial Turnover during the last three years of each other partner should be atleast $(10/N)\%$ of the estimated cost. Even if the lead partner alone is having the Average Annual Financial Turnover during the last three years more than or equal to 30% of the estimated cost.

NOTE: "N" is the total no of Other partners of JV excluding the Lead Partner.

8.3 Net Worth of the Bidder

Description of the criteria	All Partners of the Joint Venture (JV) combined	Lead Partner of the JV	Other Partners of JV

Net Worth of the bidder should be at least 10% of the estimated cost	All Partners of the Joint Venture (JV) combined must 100% satisfy the criteria i.e. the Arithmetic sum of Net Worth of all the partners should be at least 10% of the estimated cost	The net worth should be positive	The net worth should be positive
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8.4 Bid Capacity

Description of the criteria	All Partners of the Joint Venture (JV) combined	Lead Partner of the JV	Other Partners of JV
The available bid capacity should be equal to or more than the total bid value of the present tender	All Partners of the Joint Venture (JV) combined must 100% satisfy the criteria i.e. the	The Available Bid Capacity should be positive	The Available Bid Capacity should be positive

	Arithmetic sum of Available bidcapacity of all the partners should be equal to or more than the total bid value of the present tender		
--	---	--	--

Explanation for above Essential Qualifying Criteria No. 1 to 8:

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 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.
3. If a provisional completion certificate is issued by the concerned organization, such work shall be considered for fulfillment of credentials. However, the value of work done shall be considered to the extent of actual amount paid by the client.
4. ~~If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfillment of technical credentials even if the cost of part completed work/ component is more than required for fulfillment of credentials.~~
5. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including Price Variation amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
6. 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 $0.3 \times 0.2 \times$ 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.
7. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked

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.6crore). 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 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
14. In case company A is merged with company B, then company B would get the credentials of company A also.]

ANNEXURE – VI

(Ref. Clause 10 of Instructions to Tenderers)

INTEGRITY PACT

General

This Agreement (hereinafter called the Integrity Pact) is made on ----- day of the month of----- 202__between Ircon International Limited (hereinafter called "IRCON"), a government company under the Ministry of Railways, and M/s (hereinafter called the "BIDDER")Description of Bidder.

The expressions "IRCON" and "BIDDER" shall mean and include their respective legal representatives, successors in interest, and assigns and shall collectively be referred to as "the Parties" and individually as "the Party".

WHEREAS IRCON intends to award, under laid down organizational procedures, contract(s) for(Name of the Tender/Work) (hereinafter referred to as the 'Contract').

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

WHEREAS In order to achieve these goals, IRCON has appointed Independent External Monitors (IEMs), as detailed in Para 6 of this Pact, to monitor the entire tender process till the final completion of the contract for compliance with the Integrity Pact by all the parties concerned for all works covered in the Contract.

NOW, THEREFORE,

To Avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/prejudiced dealings prior to, during, and subsequent to the currency of the contract to be entered into,

To Enable IRCON to obtain the desired works/stores/equipment at a competitive price in conformity with defined specifications by avoiding high cost and distortionary impact of corruption on public procurement, and

To Enable BIDDERS to abstain from bribing or indulging in any corrupt

practice in order to secure the contract by providing assurance to them that IRCON will commit to prevent corruption, in any form, by its officials by following transparent procedures.

THE PARTIES HERETO HEREBY AGREE TO ENTER INTO THIS INTEGRITY PACT AND AGREE AS FOLLOWS:

1. Scope

The Integrity Pact, in respect of the said contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the BIDDERS and exclusion from future business dealings as specified in this Integrity Pact.

2. Commitments of IRCON

- 2.1 No official of IRCON, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, any benefit, or any other advantage from the BIDDER, either for themselves or for any person, organization, or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting, or implementation process related to the contract.
- 2.2 IRCON will, during the entire tender process stage, treat all BIDDERS with equity and reason. It will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 IRCON shall obtain bids from only those party/parties who have been short-listed or pre-qualified or through a process of open advertisement / web publishing or any combination thereof.
- 2.4 In case any misconduct on the part of any official(s) of IRCON is reported by the BIDDER to the Chairman & Managing Director of IRCON with full and verifiable facts and the same is prima facie found to be correct by the Chairman & Managing Director of IRCON, necessary disciplinary proceedings, or any other action as deemed fit, may be initiated by IRCON and such a person shall be removed from further dealings related to the subject contract process. In such situations of misconduct, while an enquiry may stand initiated or may be going on, the progress of bidding, execution, etc. under the contract shall not be stalled.

3. Commitments of BIDDERS

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of bid including pre-contract, contract, or post-contract stage. In particular, the BIDDER undertakes to abide by the measures given in the following

paragraphs.

- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, benefit, or any other advantage like commission, fees, brokerage or inducement to any official of IRCON, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting, and implementation of the contract.
- 3.3 The BIDDER has not given, offered, or promised to give, directly or indirectly, any bribe or any benefit or other advantage like commission, fees, brokerage, or inducement to any official of IRCON or their family members or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract.
- 3.4 The BIDDER will disclose the name and address of its agents and representatives, if any, in India and/or abroad.
- 3.5 The BIDDER will disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.6 The BIDDER further confirms and declares to IRCON that the BIDDER has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate, or in any way to recommend to IRCON or any of its functionaries, whether officially or unofficially, award of the contract to the BIDDER, nor has any amount been paid, promised, or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation, or recommendation.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the competition, transparency, fairness, and progress of the bidding process, bid evaluation, contracting, and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.9 The BIDDER will not use for purposes of competition or personal gain, or pass on to others, any information provided by IRCON as part of the business relationship, regarding plans, technical proposals, and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from making any complaint, directly or through any other manner, without supporting it with full and verifiable facts. If the BIDDER submits frivolous or false complaint(s), it will be liable to attract sanctions as mentioned in Para 5 of this Pact.
- 3.11 The BIDDER will not instigate or cause to instigate any third person to

commit any of the actions mentioned above.

- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of IRCON, or alternatively, if any relative of an officer of IRCON has financial interest/stake in the BIDDER's firm, the same will be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 or any amendment thereto (Annexure-A).

- 3.13 The BIDDER will not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of IRCON.

- 3.14 All disclosures required under this Pact shall be included as Annexures / Appendices thereto as an integral part of this Pact.**

- 3.15 If the BIDDER/Contractor is a partnership or a consortium, this Pact will be signed by all partners or consortium members.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression has occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract and, if already awarded, can be liable to attract sanctions under this Pact.

5. Sanctions for Violations

- 5.1 Any breach of the provisions of this Pact by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle IRCON to take all or any one of the following actions, wherever required: -

- 5.1.1 To disqualify the BIDDER in pre-award stage without assigning any reason and without any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.

- 5.1.2 To take such actions/steps as per provisions made in the tender documents/contract, if contract already signed, without giving any compensation to the BIDDER.

- 5.1.3 To debar the BIDDER from participating in future bidding processes as per

IRCON's policy on "Suspension/Banning of Business Dealings" with Agencies" (Annexure-B).

- 5.1.4 To forfeit, either fully or partially, the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), without assigning any reason therefore.
- 5.2 IRCON will also be entitled to take all or any of the actions mentioned under this Para 5 in the event of commission by the BIDDER, or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.
- 5.3 The decision of IRCON to the effect that a breach of any provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.
- 5.4 The BIDDER shall be liable to pay compensation for any loss or damage to IRCON in the event of any action under this Para 5 and IRCON shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6. Independent External Monitors (IEMs)

- 6.1 IRCON has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission Names and Addresses of the IEMs are given below:
- 6.1.1 Dr. T.M. Bhasin
Former Vigilance Commissioner, CVC
331, Bhera Enclave, Opp. Radisson Blue Hotel,
Paschim Vihar, New Delhi-110087
Email: iem.reference@ircon.org
- 6.1.2 Shri Bimal Julka,
IAS (Retd)
D-419, Defence Colony
New Delhi-110024,
Email: iem.reference@ircon.org
- 6.2 The task of IEMs shall be to review independently and objectively whether, and to what extent, the Parties comply with the obligations under this Pact.
- 6.3 The IEMs shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 6.4 Both the Parties accept that the IEMs would have a right to access, without restriction, to all Project documentation of IRCON and the BIDDER upon request and demonstration of a valid interest by the IEMs. The same is also applicable to sub-contractors of the BIDDER. The IEMs shall be under

contractual obligation to treat the information and documents of all the parties with confidentiality.

- 6.5 In case of non-compliance of the provisions of the Integrity Pact, any complaint/non-compliance can be sent by an aggrieved party, giving specific details of non-compliance with supporting documents, to the designated Nodal Officer of IRCON appointed by the CMD. The Nodal Officer, after verification of the complaint, shall refer the complaint/non-compliance so received by him to the aforesaid IEM(s). Alternatively, as soon as the IEM notices a violation of this Pact, or has reason to believe that a violation has occurred, or had received a complaint, he will so inform the CMD of IRCON in the first instance.
- 6.6 The IEMs would then examine all complaints, other than anonymous/pseudonymous complaints, received by them and give their written report to the CMD of IRCON within 6 weeks from the date of reference or intimation to him by IRCON/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7. Law and Place of Jurisdiction

This Pact shall be applicable to all tenders invited and finalized in India. This Agreement is subject to Indian Law and the place and jurisdiction for resolving any issue shall be New Delhi.

8. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9. Validity

- 9.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both IRCON and the BIDDER including Defect Liability/Warranty period, whichever is later. In case BIDDER(s) is (are) unsuccessful, this Integrity Pact shall cease to be valid on the expiry of two months from the date of award of the contract.
- 9.2 Should any provision of this Pact turn out to be invalid, the remaining parts of this Pact shall remain unaffected which shall be honoured and implemented by the Parties in its intent and spirit.
10. The Parties hereby sign this Integrity Pact at -----on-----

(Full name & Registered Office address)



For and on Behalf of
Ircon International Limited

For and on Behalf of
BIDDER (Full name of Bidder & regd. address)

[This Pact shall be signed by all the partners of Partnership firm and all the members of Joint Venture (JV)/ MOU (if participation of JV/ MOU is permitted in the tender).]

Name of the Authorized Officer.

Name of the Authorized Officer

Designation

Designation

(SEAL)

(SEAL)

Witness

Witness

1.

1.

2.

2.

Annexure-A**LIST OF RELATIVES**Section 2(77) of of the Companies Act, 2013

[Effective from 1st April, 2014]

“Relative”, with reference to any person, means anyone who is related to another, if -

- (i) they are members of a Hindu Undivided Family;
- (ii) they are husband and wife; or

(iii) one person is related to the other in such manner as may be prescribed;

List of Relatives in terms of Section 2 (77) [as prescribed under Rule 4 of Companies (Specification of Definitions Details) Rules, 2014]

A person shall be deemed to be the relative of another, if he or she is related to another in the following manner, namely: -

1. Father:

Provided that the term “Father” includes step-father.

2. Mother:

Provided that the term “Mother” includes the step-mother.

3. Son:

Provided that the term “Son” includes the step-son.

4. Son's wife.

5. Daughter.

6. Daughter's husband.

7. Brother:

Provided that the term “Brother” includes the step-brother;

8. Sister:

Provided that the term “Sister” includes the step-sister.

Procedure for Suspension/Banningof Business Dealings with agenciesin IRCON

(Issue No.:01 Date: 10.06.2013)

(Revision: 01 Date: 19.10.2022)

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Procedure for Suspension/ Banning of Business Dealings
with agencies in IRCON

PROCEDURE FOR SUSPENSION/BANNING OF BUSINESS DEALINGS

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1 Introduction

- 1.1 IRCON is a specialized construction organization covering the entire spectrum of construction activities and service in the infrastructure sector, especially Railways. The primary objective of IRCON is timely and efficient execution of projects assigned to it and at the same time ensuring the quality thereof. As a commercial organization IRCON is expected to adopt ethics of highest standards and a very high degree of integrity, commitment and sincerity towards the work undertaken. Accordingly, it is not in the interest of IRCON to deal with such Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded/orders issued to them. Appropriate action needs to be taken against them in accordance with the procedure prescribed herein.
- 1.2 This procedure shall be applicable for effecting suspension/banning of business dealings with Agencies working for IRCON. It is incumbent upon IRCON to ensure compliance with the laws and principles of natural justice for banning the business dealings with any Agency. After issue of the Ban order for dealings in IRCON the Management may consider whether or not to refer the matter to the Indian Railways to consider imposition of similar ban by Indian Railways.
- 1.3 Since banning of business dealings involves severe consequences for the Agency concerned, it is essential that an adequate opportunity is provided to the Agency to present its case and any explanation, if tendered, is properly considered. If necessary, a personal hearing may be given to the Agency, before passing an order of banning based on the facts and circumstances of the case on record.

2 Scope

- 2.1 The procedure for (i) Suspension and (ii) Banning of Business Dealings with Agencies, is laid down in these guidelines.
- 2.2 It is clarified that these guidelines do not cover the process for declaring an Agency as “Non Performer” for which instructions have been issued separately.
- 2.3 The suspension / banning shall be with prospective effect, i.e., it will affect future business dealings only.
- 2.4 These guidelines shall apply to all the Projects/Regional Offices of IRCON.

3 Definitions

- 3.1 In these Guidelines, unless the context otherwise requires:
- i) 'Agency' means a 'Bidder/Contractor/Supplier/Consultant'
 - ii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

- a) 'Competent Authority' shall be the concerned Director of IRCON and
- b) 'Appellate Authority' shall be CMD, IRCON

Note: 'Competent Authority' and 'Appellate Authority' shall not be the same person.

iii) 'Investigating Agency' shall include Central Vigilance Commission (CVC), the Vigilance Departments of IRCON/Ministry of Railways, Central Bureau of Investigation, or any Central/State Government Department having powers to investigate into the propriety of working of the Agency for IRCON.

iv) Other Terms used in this Circular shall have the same meaning as assigned to them in Clause 1102 of Chapter-XI of Vigilance Manual of Indian Railways.

4 Grounds on which Suspension/Banning of Business Dealings can be initiated:

- 4.1 For security considerations, including suspected disloyalty of the Agency to the State or IRCON, as the case warrants;
- 4.2 If any Director/Owner/Proprietor or partner of the Agency, is convicted by a Court of Law for an offence involving moral turpitude in relation to its business dealings with IRCON, any Government Department/ Ministry or any other Public Sector Enterprise.
- 4.3 If there is strong justification for believing that any Director, Proprietor, Partner, owner of the Agency has been guilty of malpractices, such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.
- 4.4 If the Agency engages a public servant dismissed/removed from service on account of corruption or employs a person convicted for an offence involving corruption, moral turpitude or abetment of such offence; in a position where he could corrupt government servants.
- 4.5 If the Agency has resorted to corrupt, fraudulent malpractices including misrepresentation of facts;
- 4.6 If the Agency uses intimidation/threats or brings outside pressure on the Company (IRCON) or/on its officials in acceptance of Tender or performance of the job under the contract;
- 4.7 Based on the findings of the investigation report of the Investigating Department against the Agency that it has resorted to mala-fide/ unlawful acts or improper conduct on its part in matters relating to IRCON, any Government Ministry/Department or any other PSU;

- 4.8 If the Agency has submitted a false or wrong Affidavit along with its bid with regard to the credentials of the firm or misrepresented/ manipulated the facts in regard to or in connection with any bid submitted to IRCON.
- 4.9 Established litigant nature of the Agency to derive undue or benefit.
- 4.10 If the Agency misuses the premises or facilities of the IRCON, forcefully occupies or damages the IRCON's properties including land, water, resources, forests / trees or tampers with documents / records etc.
- 4.11 If the business dealings with the agency have been banned by the Ministry of Railways.

(Note: The above grounds are illustrative only and not exhaustive. The Competent Authority may decide to suspend/ban business dealings for any other reasonable cause and sufficient reason)

5 Initiation of Suspension/Banning:

5.1 Suspension of Business dealing

- 5.1.1 Action for suspension may be initiated by the concerned Coordinating Officers/IRCON on receipt of a report from the Project head/Functional head/ Investigating Department and if it is considered that allegations are of a serious nature, which may warrant banning of business dealings with the Agency. The report should also bring out whether pending banning of business proceedings it would be in the interest of IRCON to enter into fresh business dealings with the Agency or order immediate suspension of further business dealings with the Agency. The Coordinating Officers shall submit his report to the Competent Authority.
- 5.1.2 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case decides otherwise in the interest of IRCON.
- 5.1.3 If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department/report of the Coordinating Officers, decides that it would not be in the interest of IRCON to enter into business dealings with the Agency pending investigations, he may order suspension of business dealings with the Agency.
- 5.1.4 The Investigating Department may be advised to complete their investigations and submit a final report within a period of three months.
- 5.1.5 The order of suspension of business dealings would not remain effective for a period beyond three months from the date of the issue of the suspension order unless show cause notice for banning of business is issued to the Agency within this period.

However, if the final investigation report is not received within this period, the Competent Authority may extend the period of suspension by another three months, during which period the show cause notice must be issued. Once the show cause notice is issued the suspension order will continue till decision by Competent Authority.

5.1.6 In case of suspension the Agency must be informed immediately of the suspension order with brief charges under investigation. It is not necessary to enter into correspondence with or offer explanations to the Agency at this stage.

5.1.7 The order of suspension can be issued without giving any show cause notice or personal hearing to the Agency. However, the suspension cannot be continued for an indefinite period, unless a show-cause notice for banning of business is issued within 6 (six) months, the period of suspension will either be extended or the suspension shall be revoked.

5.2 Banning of Business Dealings

5.2.1 A decision to ban business dealings with any Agency shall normally apply throughout IRCON and its subsidiaries.

5.2.2 An Investigating committee not below the CGM level nominated by Competent Authority shall look into the charge(s) against the agency. The functions of the committee shall, inter-alia include:

- i. To study the report of the project head/Functional head / Investigation agency and decide if a prima-facie case for 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 competent authority as per clause 5.2.3.
- iii. To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv. To submit final recommendations to the Competent Authority for banning or otherwise.

5.2.3 On receipt of the report of the Investigating Committee if the Competent Authority is prima-facie of the view that action for banning of business dealings with the Agency is called for, a show-cause notice may be issued to the Agency after approval by the Competent Authority.

5.2.4 The show cause notice, duly approved by the Competent Authority, may be issued by Regd. A.D./Speed Post by concerned Coordinating Officers in charge of the project along with a statement containing the imputation of misconduct or malpractice and the Agency should be asked to submit its written explanation or statement in defence within 30 days of the date of notice. If no reply is received,

a decision may be taken ex-parte by the Investigating Committee based on facts and evidence on record.

- 5.2.5 If the Agency requests for inspection of any relevant document mentioned in the show cause notice in possession of IRCON, the facility for inspection of such documents may be provided.
- 5.2.6 After considering the reply of the Agency and other circumstances and the recommendation of the investigating committee, a final decision shall be taken by the Competent Authority, if considered necessary after giving an opportunity for personal hearing to the Agency. The Competent Authority may then consider and pass an appropriate speaking order:
- a) exonerating the Agency, if the charges are not established;
 - b) banning the business dealings with the Agency along with the period for which the ban would be operative, if the charges are proved.
 - c) whether or not to refer the matter to the Indian Railways to consider imposition of similar ban by Indian Railways.
- 5.2.7 The order for banning of business dealings by all units of IRCON shall be applicable to the Agency including its allied firms as defined in Para 1102 of IR Vigilance Manual.
- 5.2.8 Decision of Competent Authority will be intimated to the concerned Project Head / Coordinating Officers, who will convey the same to the delinquent Agency and its allied firms and circulate it to the corporate office and all Project head / Functional head / Project Coordinating for applying these orders uniformly in IRCON. The reasons may not be disclosed in such communications. However, the fact that the representation has been considered should invariably be mentioned in the communication.
- 5.2.9 The validity of the banning order shall be for a specified time period, on expiry of which, the banning order shall cease to operate, unless extended further by competent authority.

6 Appeal against the Decision of the Competent Authority:

- 6.1 The Agency may file an appeal against the order of the Competent Authority for suspension continuing beyond six months or order of banning business dealings with the Agency. The appeal shall lie with the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning of business dealings or order of continuance of suspension order beyond six months.
- 6.2 Appellate Authority shall consider the appeal and pass an appropriate order which shall be communicated to the Agency as well as the Competent Authority.

If the decision of the Competent Authority is modified by the Appellate Authority the same will be intimated by concerned Project Head / Project Coordinating, to the delinquent agency and its allied firm and circulate it with advice to all Project Heads and Corporate Office of IRCON.

ANNEXURE – VII

CHECK LIST for list of documents duly page numbered, signed, stamped by authorized signatory of the Bidder to be scanned, uploaded (in PDF/ JPG format such that file size is not more than 5 MB) with the e-tender and submitted online not later than the prescribed date and time for e-bid submission:

(A) Documents in Original to be submitted in tender box at the address mentioned in the Key Information Table (KIT) Para 1.1 of e- Procurement Notice.

- (i) Earnest Money Deposit in the form of Pay Order/DD/FDR/BG as referred in clause no. 9.0 of 'Instructions to Tenderers'.

(B) Documents to be uploaded:

1. Forwarding Letter of the bidder
2. Form of Bid duly filled signed and stamped
3. Details of similar works completed /substantially completed in last seven years (Format - 1) along with their Completion Certificate.
4. Revenue from Operations for the last three years with supporting documents (Format - 2).
5. Programme for deployment of man power (Format - 3)
6. Programme for deployment of Plant and Machinery on the project (Format - 4).
7. Maximum Value of construction works executed and payment received in any of the three financial years (Format - 5)
8. Existing Commitment and ongoing construction works (Format - 6)
9. Attested copies of the constitution of its firm such as Partnership Deed, Registration Certificate, MOU / Joint Venture Agreement, Memorandum and Articles of Association, etc.
10. GSTIN.
11. ISO certificate (if any).
12. Schedule of start and completion of work in the form of Bar Chart.
13. Methodology for execution of works
14. Proof of transaction towards payment of Cost of Tender Document/ Earnest Money through NEFT or RTGS and copy of Earnest Money Deposit of requisite amount in the prescribed form.
15. **Power of Attorney** duly attested by Notary Public in favour of the person signing the e-bidding documents digitally as well as manually.

16. Bankers details (name of bank and branch) along with bidders own bank details (Account No., Name of Account Holder, NEFT/RTGS details) as per Format given in Annexure-I.
17. Affidavit (as per Format given in Annexure-IV)
18. Scanned copy of EMD in prescribed form.
19. Any other details sought through ITT, NIT and tender conditions.

Note:

- i) **Hard copy of uploaded documents listed at (B) above, in original must be presented to IRCON, if requested so, either during the process of finalization or after finalization of the tender**
- ii) **Financial bid submitted by any bidder in physical form shall not be considered and the same will be left un-opened.**

<p align="center">FORMAT-1 (Ref. Sr. No.3 of Annexure-VII to Instruction of Tenders) DETAILS OF SIMILAR WORKS COMPLETED / SUBSTANTIALLY COMPLETED IN LAST SEVEN YEARS</p>											
S.N.	Description of the work	Name & address of employer	Contract No. & date	Date of award of work	Stipulated date of completion	Date of actual completion	Value of completed works (in Lacsof ₹)	Reasons for delay, if any	Penalty, if any imposed for delay	Any other relevant information	Remarks
1											
2											
3											
4											
5											
<p>NOTE: 1. In case Joint Venture (if Joint Venture is permitted in the tender). The information is to be furnished by all the members.</p>											

FORMAT-2
(Ref. Sr. No.4 of Annexure-VII to Instruction of tender)
REVENUE FROM OPERATIONS FOR THE LAST THREE YEARS

S.N	Year	Revenue from Operations (In lacs of ₹)	Remarks
1			
2			
3			

Note:

1. In case of Joint Venture (if Joint Venture is permitted in the tender), the information is to be furnished by all the members.
2. The above statement shall be certified by statutory auditor with UDIN where the accounts are audited. In other cases, the same may be certified by Chartered Accountant with UDIN.
3. The financial turnover shall mean Revenue from Operations of standalone Financial Statements of the Bidder.
4. Revenue from Operations shall be judged from Audited Balance Sheet, Profit & Loss A/c, relevant Notes to A/cs and Statutory Auditor Report/ relevant abstracts of Annual Reports covering above documents and the same shall be certified by statutory auditor with UDIN where the accounts are audited. In other cases, the same may be certified by Chartered Accountant with UDIN.
5. In case the financials of immediate prior Financial Year have not yet been audited till the time of submission of the tender, the bidder can submit an Affidavit to this effect stating that "the financial results of the immediate prior Financial Year has actually not been audited so far". In such cases, the financials of preceding three audited financial years will be taken into consideration for evaluating the Annual Financial Turnover of the bidder. In the absence of such an Affidavit, the benefit of considering three preceding years would not be given and the bid would be evaluated considering turnover for two preceding years only.

FORMAT-3 Ref. Sr. No.5 of Annexure-VII to Instruction of tender) PROGRAMME FOR DEPLOYMENT OF MAN POWER					
S.N	Name	Qualification	Designation	Total Experience in Years	Programme For Deployment
1					
2					
3					

FORMAT-4 Ref. Sr. No.6 of Annexure-VII to ITT) PROGRAMME FOR DEPLOYMENT OF PLANT AND MACHINERY PROPOSED TO BE ENGAGED ON THE PROJECT								
S.N	Description	Make	Model and Year of Manufacture	Capacity	Condition	No. Proposed to be Deployed	Programme of Deployment	Remarks
1								
2								
3								

<p align="center">FORMAT-5 Ref. Sr. No.7 of Annexure-VII to Instruction of tender) MAXIMUM VALUE OF CONSTRUCTION WORKS EXECUTED AND PAYMENT RECEIVED IN ANY OF THE PREVIOUS THREE FINANCIAL YEARS OR CURRENT FINANCIAL YEAR (UP TO DATE OF INVITING TENDER)</p>		
S.N	MAXIMUM VALUE OF CONSTRUCTION WORKS EXECUTED AND PAYMENT RECEIVED IN ANY OF THE PREVIOUS THREE FINANCIAL YEARS OR CURRENT FINANCIAL YEAR (UP TO DATE OF INVITING TENDER) (In lacs of Rs.)	Remarks
1		
<p>Note:</p> <ol style="list-style-type: none"> 1. In case of Joint Venture (if Joint Venture is permitted in the tender), the information is to be furnished by all the members. 2. The above statement should be duly verified by statutory auditor with UDIN where the accounts are audited. In other cases, by Chartered accountant with UDIN. 		

**EXISTING COMMITMENTS AND ON-GOING CONSTRUCTION WORKS:
FORMAT-6
Ref. Sr. No.8 of Annexure-VII to ITT)**

Description of Work	Place & State	Contract No. & Date	Name & Address of Employer	Value of Contract (in Lakhs)	Stipulated period of completion	Value of works remaining to be completed (in Lakhs)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Note:

1. In case of Joint Venture (if Joint Venture is permitted in the tender), the information is to be furnished by all the members.
2. The above statement should be duly verified by statutory auditor with UDIN where the accounts are audited. In other cases, by Chartered accountant with UDIN.

SECTION-IV

Appendix to Tender

APPENDIX TO TENDER (ATT)

<u>DESCRIPTION</u>	<u>Reference Clause</u>
Following materials shall be supplied by the Engineer to the Contractor free of cost:-	NIL
Following Plant & Machinery shall be issued by the Engineer to the Contractor on hire basis:-	NIL
The operators for running / operating following Plant & Machinery shall be provided by the Engineer: - Hire charges shall be worked out accordingly.	NIL
For Price Variation Clause: %age weightage of various component depending upon nature of works:-	Not Applicable
i) Labour component (L)%
ii) Materials component (M) (Other than Bitumen, Cement, Steel – Reinforcement Steel, Structural Steel, HTS wires)%
iii) Plant, Machinery and Spares Component (P)%
iv) POL (Fuel and Lubricants) Component (F)%
v) Cement Component (C)%
vi) Reinforcement Steel (SR)%
vii) Structural Steel (Ss)%
Star Item Component:	Refer CI 9.0 of SCC (Outdoor cable as per IEEMA circulars)
Address of IOCL/ BPCL/ HPCL refinery nearest to the project site for taking price of Bitumen for PVC:-	N/A

SECTION-V

SPECIAL CONDITIONS OF CONTRACT

SUB SECTION-I

Special Conditions of Contract

The contract will be governed by the provisions of Indian Railways/West Central Railway Standard General Conditions of Contract, April 2022 with latest up to date correction slip (hereinafter called the General Conditions of Contract/GCC) as modified and added to by the following Special Conditions of Contract which shall be read and construed as General Conditions as if they were incorporated therewith. All the terms referred in Indian Railways Standard General Conditions of Contract, April 2022 would be applicable to contract of subject

construction work.

Wherever there is conflict in any condition between GCC and Special Conditions mentioned in tender documents. The condition mentioned in Special Condition will prevail. However, Engineer-in-charge decision in this connection shall be final and binding.

DEFINITIONS

In the Contract, as herein after defined, the following word expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

- a) "RAILWAY" shall mean the President of the Republic of India or the Administrative Officers of the **West Central Railway**/IRCON or of the successor Railway authorized or any other officer of IRCON authorized to deal with any matters which these presents are concerned on his behalf.
- b) Chief Administrative Officer/Construction shall mean the officer in administrative charge of the construction organization of West Central Railway and shall mean and include their successor Railway.
- c) "Client or Principal Employer or Owner" means the Department, Organization, individual, firm, company, JV or Consortium who awarded the work to IRCON International Limited for execution of the project of which the works is a part, and shall include its heirs, executors, legal representatives etc. In this tender "Client"/" Principal Employer" mean the **West Central Railway** represented through the Chief Administrative Officer/Construction.
- d) "Employer" means the IRCON INTERNATIONAL LIMITED, A Government of India Undertaking (IRCON 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.
- e) "Engineer or Engineer in Charge" means the Project Head of IRCON INTERNATIONAL LIMITED (Employer) or Chief General Manager (S&T) of IRCON or any other officer authorized by the Employer or Chief General Manager of IRCON to act on his behalf and for the purpose of operating the contract.
- f) "Engineer's Representative" means any official nominated from time to time by the Engineer to act on his behalf.
- g) "Contractor" means the individual, firm, Company, Corporation, Joint Venture or consortium whether incorporated or not, who enters into the Contract with the Employer/Engineer, and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.
- h) "Contractor's Representative" shall mean the person responsible for execution of the contract who shall be so declared by the Contractor and who shall be authorized under a duly executed power of attorney to comply the instructions and to use, receive materials issued by the Engineer to the Contractor for works. He shall be capable of taking responsibility for proper execution of works.
- i) "Sub-Contractor" means the individual, firm, Company, Corporation, Joint Venture or consortium, having direct contract with the contractor and to whom any part of the work has been sublet by the Contractor and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.
- j) "Other Contractors" means the individual, firm, Company, Corporation, Joint Venture or Consortium employed by or having a Contract directly or indirectly with the Client/Employer/Engineer other than the contractor.
- k) "Tenderer or Bidder" means the individual, firm, Company, Corporation, Joint Venture or consortium submitting a bid/tender.

- l) "Scheduled Bank" means a bank included in the second schedule to the Reserve Bank of India Act, 1934 or modification thereto.
- m) "Tender or Bid" means the offer (Technical and/or Financial) made by individual, firm, Company, Corporation, Joint Venture or Consortium for the execution of the works.
- n) "Bill of Quantities (BOQ)/Schedule of Rates" means list of items of work, their quantities and rates.
- o) "Original Contract Value" means the sum stated in the letter of Acceptance/Contract Agreement.
- p) "Contract Value" means the original contract value subject to the adjustments in accordance with the provisions of the Contract.
- q) "Approval or Approved" means approval in writing including subsequent written confirmation of previous verbal approval.
- r) "Defect Liability Period" means the specified period of defects liability from the date of completion of the work as certified by the Engineer.
- s) "Letter of Acceptance" means the letter from the employer or the engineer to the contractor, conveying acceptance of the tender.

In case, there is an ambiguity in any definition, the decision of IRCON regarding the interpretation shall be final and binding.

1.0 ORDER OF PRIORITY OF CONTRACT DOCUMENTS

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 1) Agreement
- 2) Letter of Acceptance of Tender
- 3) Addendum(s)/Corrigendum(s), if any.
- 4) E-Procurement Notice
- 5) Instructions to the Tenderers
- 6) Appendix to Tender
- 7) Form of Bid
- 8) Special Conditions of the Contract
- 9) Indian Railway Standard General Conditions of Contract (April 2022) updated with correction slips issued up to date of inviting tender or as specified in tender documents.
- 10) Technical Specifications
- 11) Relevant codes and Standards
- 12) Drawings
- 13) Bill of Quantities

2.0 SCOPE OF WORK

The Contractor's scope of work shall include, but not limited to:

- 2.1 Design, Alterations, Supply, Installation, Testing & Commissioning of Electronic Interlocking based Signalling System at UP DN IBS between NMWP & NKJ C Cabin alongwith associated works at adjoining stations/sections and Alteration & modification at NMWP & NKJ C cabin in connection with Grade Separator work at Katni alongwith associated works at adjoining stations/sections. Design, Alterations, Supply, Installation, Testing & Commissioning of Electronic Interlocking based Signalling System

at Bargawan & Majhauri alongwith associated works at adjoining stations/sections in connection with Doubling work in Katni - Singrauli section.

The Distributed EI system with one central location and two end Cabin / Goomties shall be provided at Bargawan. At Majhauri station there will be Central EI to cater for field gears.

At Majhauri the existing Metal-Metal Relay Interlocking is to be replaced with new EI system. Work of 25 KV AC railway electrification is in progress on the section, and installation of all S&T equipment's planning, design & drawing along with execution shall be planned & executed accordingly.

The scope includes Design, Alterations, Supply, Installation, Testing and Commissioning of Indoor equipment like EI, MSDAC, HASSDAC, BPAC, UFSBI based block panel, IPS, Data loggers, CT rack,—Relay rack, Relays, ELD, Fire alarm system, IOT, VHF Communication System, Ducts and Accessories for OFC, OFC Transmission System, Tools & Plants etc. for commissioning of all signaling system as per enclosed yard layout in Drawing section. And outdoor work like trenching, Cable laying, termination of cables, Earthings, Point machines, Signals, Location boxes,—LC gates, MSDAC, Painting, Dismantling Work, etc.

The scope also includes: -

- (i) Design, Supply, Installation, Testing and Commissioning of Automatic Fire Detection & Alarm System (RDSO type) at Majhauri Bargawan & UP & DN IBS between NMWP & NKJ C'.
- (ii) Design, Supply, Installation, Testing and Commissioning of Remote Diagnostic and Predictive Maintenance System (IOT) at Majhauri & Bargawan.

Major activities are given as under:

- a) Supply of SSI/EI equipment complete (Hot standby configuration) conforming to specs given in the BOQ with latest amendment & directive issued by Railway Board & RDSO, as applicable on the date of supply/installation of the SSI equipment. Complete interface equipment between SSI & outdoor gears and SSI and dual VDU.
- b) Supply, Installation, Testing and Commissioning of Indoor work for SSI/EI system including design and drawing, UFSBI based block panel, BPAC, HASSDAC, IPS, Data loggers, CT Rack, Relay Rack, Relays, MSDAC, ELD, LC Gate, Fire Alarm system etc. at various stations.
- c) The operations of all field gears are to be done from dual Video Display Unit terminal of industrial grade as per latest RDSO specification with latest guidelines provided at a central place at the station. The EI/SSI system should be able to interface to dual VDU. The complete interlocking system shall work from dual VDU in accordance with Selection table in a failsafe manner.
- d) Networking between central EI location and VDU location will be through OFC cables with route diversity arrangement. All the cables and connectors, switches, patch chord etc. for the same to be provided by the contractor.
- e) Track vacancy detection of complete yards shall be done through Digital Axle Counter (Multi-section type).
- f) Any other material/equipment/accessories required for installation & commissioning of the complete EI system to function efficiently, including supply of protocol converter for

interfacing of external Data Logger with EI System.

- g) Excavation of Trench, cable laying & backfilling, Testing and Termination of underground Signaling and Quad Cables including termination, testing & all protective works. It also includes Supply, Installation, Testing and Commissioning of MSDAC, Points and Point machines, Signals, Location Boxes, LC Gates etc.
- h) Design drawings and preparation of cable route plan, cable core plan, SWR, SWRD, Panel Diagram, Interface design, Applications logic, FAT, SAT, Bell testing, cable termination plan, wiring diagram of various circuits etc. as per extant practice of WCR
- i) Supply, Installation, Testing & Commissioning of Maintenance Free Earthing, & Normal Earthing as per schedule.
- j) Removal, Shifting/ lifting of existing Location Boxes / Signals /Track Lead boxes, junction boxes etc. along with foundation to adjacent place to facilitate earth work / clearing infringement.

Misc. Works: -

- a) The work is to be carried out in accordance with Interlocking Plans for the station issued by West Central Railways. All works related to any alteration in the SIP, without alteration in approved ESP of that station, during the course of execution of this work, shall be carried out by the Contractor expeditiously without any extra cost wherever additional equipment is not required. All alteration owing change in approved ESP, shall be paid extra at mutually negotiated rates. In case of increase / change in quantity of equipment, design & circuit alteration shall be done without extra cost whereas additional equipment cost may be paid.
- b) Supply of all manuals, as planned & completion drawings etc.
- c) Cleaning, painting and lettering of various gears as advised by engineer.
- d) Temporary work, if required, for Installation, Testing and Commissioning of the S&T gears at various stations along with associated section as the double line/ single line with absolute system of working is already in operation in the section.
- e) All transportation, handling, stacking materials, watching protection of the listed material from the manufacturer's works to the sites of use.
- f) Maintenance and supervision of various equipment for six months from the date of commissioning of station, as per details given in Para 40 of SCC.
- g) Tenderer should note that the interface equipment/device for Trackside Signaling gears and VDU panels to be supplied should be complete and compatible with the Signaling equipment, in use for Interlocking on WC Railway. The contractor shall ensure that the interface equipment match with the outdoor Signaling equipment provided, be it through provision of any additional equipment required and/or any work required to be done.
- h) Any other work required for completion of the work under this contract as per direction of Engineer-in-charge.
- i) Training for operation, maintenance and troubleshooting of EI and other S&T equipment etc.
- j) Preparation and planning of NI, Pre-NI, Post NI work, simulation panel arrangement for the same to complete the complete work. Making lighting and power arrangements for

night working as per instruction of site engineer.

- k) Extension of 230V selected power supply from Auto Changeover Panel to IPS room and to various S&T equipment with suitable power cable for the same.
- l) The digital information between Central EI and its peripherals and also between two Central Evaluator of DAC and wheel sensors will be transmitted through duplicated/diversified routes.
- m) To ensure preventive measures (SOP) issued by central/state government from time to time to contain spread of COVID-19.

- 2.2 The EI system shall be scalable and designed in such a way that it will be possible to use the EI system provided for future modifications in the yard with minimum alteration works in Hardware and Software of EI to reduce NI period to minimum possible time.
- 2.3 In case of any ambiguity or clarification regarding activities to be executed under scope of work, decision of employer shall be final and binding on the contractor/firm.
- 2.4 Safety is the responsibility of the Contractor and his staff / employees/ workmen engaged/ deployed for execution of work under the Contract, individually and collectively. For this purpose, the Contractor staff means and includes all his associates and sub-contractors / vendors/ sub-vendors and their staff/ employees / workmen deployed for execution of the work covered under the contract. The Contractor shall ensure that his workmen participate in the safety awareness, health care and safety training programs whenever such programs are organized by the employer or the Contractor. The Contractor shall take suitable measures like use of Flags /Banners etc. while working in the vicinity of Railway track and use all possible means to ensure the smooth movement of train and various instructions issued by Ministry of Railway time to time in this regard shall be followed by the Contractor.
- 2.5 While executing the Contract, the Contractor / his supervisor has to ensure safety of the surroundings with regard to employer's work place/ site and other contractor's men/ machine/ materials/ system etc.
- 2.6 The Contractor's scope of work shall include, but not limited to execution of work/ contract, adequate safety arrangements for men machinery etc. engaged during the execution of the Contract.
- 2.7 Since this is joint work in which completion of the work depends upon the progress of Engineering Department. However, the completion period of the existing work is **06 months** from the date of issue of letter of acceptance, the contractor should mentally prepare to mobilize manpower and materials including drawings etc. to complete the work within stipulated joint target of Engineering and S&T. The contractor shall be ready to deploy adequate no. of competent Engineers / qualified staff at short notice as per requirement of site, otherwise penalty clause will be dealt as per clause 17 of IR GCC Part-II, April 2022.
- 2.8 Since the Supply and Execution of the work by the contractor is to achieve the end objective of providing suitable equipment and facilities to the specifications given in the tender for the ultimate objective as detailed in the tender, the tenderer shall give unqualified and unconditional guarantee that the supply of materials and work as designed and/or executed by him will achieve the desired objective and that in the event of the performance of the system not complying with the end objective or with the specifications, he shall provide further inputs to enable the Railways to realize the end objective with full compliance of the specifications contained in these documents and no additional payment will be made to the contractor for the supply of any additional inputs required in this regard. Delivery of material is to be synchronized with usage at site.

2.9 The contractor shall do all the necessary co-ordination during CRS sanction including paper submission, required number of copies of documents etc. No additional payment will be made to the contractor.

2.10 Annexure-VI of GCC pertaining to bid capacity is not applicable in the present tender.

3.0 MOBILISATION ADVANCE: - Not Applicable

4.0 SUPPLY OF MATERIALS BY ENGINEER

4.1 Contractor shall make his own arrangements at his cost for all materials given in schedule, required for execution, completion and maintenance of all items of work included in his scope of work to the complete satisfaction of the Engineer. Engineer shall not provide any materials nor shall assist for procurement of any materials required for execution, completion and maintenance of works. Any material if available with Railways shall be provided on indemnity bond indemnifying the Employer / Engineer against any loss and/or damages to the materials. The indemnity bond shall be submitted on a non-judicial stamp paper of minimum value of Rs. 10 duly notarized as per format approved by the engineer. Further, materials if any provided by the Railways will be issued at the nominated Depots. The cost of transportation & transit insurance required as per rules shall be borne by the tenderer. The contractor will have to load, transport these materials to the site of work and unload at his own cost. Empty cable drums and balance materials after completion of work, if any should be returned back at the nominated Depot.

5.0 SUPPLY OF PLANT AND MACHINERY BY EMPLOYER

5.1 Contractor shall make his own arrangements at his cost for procurement, operation and maintenance of all Plant and Machinery required for execution, completion and maintenance of all items of work included in his scope of work to the complete satisfaction of the Engineer. Engineer shall neither make any arrangement for supply / procurement, operation or maintenance of any Plant and Machinery nor assist the contractor in supply/procurement, operation or maintenance of any Plant and Machinery required for execution, completion and maintenance of works.

6.0 LABORATORY-NOT APPLICABLE

7.0 TAXES AND DUTIES AND SUPPLY OF MATERIAL

7.1 The Contractor shall get registered with the concerned Goods and Service Tax Department of the relevant state(s) and submit a copy of the same to the Employer/Engineer. He shall be responsible for Filing Goods and Service Tax return and assessments, as necessary as per prevalent Laws, Rules and Regulations and shall also furnish necessary certificate to Employer/Engineer from time to time.

7.2 Wherever certain exemption/benefits are available on custom duty the Contractor shall consider the same while quoting his rate. For instance, material/Plant and machinery etc. used for execution of the projects financed by International organization enjoy exemption from custom duty under foreign Trade Policy as Deemed export on fulfilling the condition as per Govt. notifications. Similarly, the Contractor shall ensure that whatever any benefits are available under any other law, these shall be considered while quoting the rates.

7.3 All rates quoted in the Bill of Quantities shall be deemed to be inclusive of all types of taxes, duties and levies imposed by Central/State Govt. and local bodies such as IGST/ CGST/ SGST/ UTGST, Compensation Cess, Labour Cess, Custom Duty, royalties, and other levies. No additional amount shall be paid or claim be entertained on these account by Employer/ Engineer.

7.4 If there is any change to the existing rates of statutory taxes/ duties of the state/ Central

Governments or levy of any new type of statutory taxes/ duties or substitution of existing taxes/ duties after the last date of submission of tender shall be borne by Employer/ Engineer. The increase or decrease in the liability on this account will be dealt with accordingly. Increase in liability shall be reimbursed as per actual on submission of computation of increased liability statement with documentary evidences in the form of challans/ returns of the Contractors/ suppliers to the satisfaction of Employer/ Engineer. Similarly, in case of reduction of taxes/ duties by either the Central/ State Governments/ local bodies due to change in the rate of taxes/ duties or due to introduction of new tax or substitution of existing tax the benefits of reduction in liability shall be passed on to Employer/ Engineer immediately commencing from the first periodical return falls due. Computation of decrease in liability shall be submitted by the contractors/ suppliers/ service providers, examined and agreed by Employer/ Engineer. All the changes in rules and consequent payments should be supported by documentary evidences.

In case the contractor fails to intimate and does not pass on the benefit to Employer, he may be liable to a penal interest for the period for which benefit has not been passed on at the rate of SBIMCLR+3%. In addition to this, penalty equal to 10% of amount of benefit shall also be levied in case benefit fallen due has not been intimated to Employer

- 7.5 The Contractors/ Suppliers/ service providers who is liable to get registered under the GST act shall submit a copy of the registration certificate with GST No. and such other details as desired by Employer/ Engineer for compliance under the CGST/ IGST/ SGST/ UTGST and Compensation Cess Act. The Contractor/ Supplier/ service provider shall be responsible for issuing of Tax Invoices, filing of Statutory monthly return and deposit of Statutory taxes within the time limit as prescribed in law. Any Interest/ penalty/ taxes (non-availability of Input Tax Credit due to mismatch in GSTR2) which is required to be paid by Employer/ Engineer due to the default by the contractor/ supplier/ service provider to comply with the above mentioned activity/ provisions as prescribed in laws, rules and regulations shall be recovered from the Contractor/ Supplier/ service provider and adjustment shall be made when mismatch is attended and solved and credit is extended to Employer/ Engineer.

While passing the bills of the Contractor / Supplier / service provider, the GST component will be kept in withheld account by the Employer / Engineer and the GST component shall be released only after the credit thereof is received by the Employer/Engineer in the electronic credit ledger on GSTN.

- 7.6 The Contractor/ Supplier/ service provider who is not liable to get registered under the GST actor who has opted for composition scheme under the GST Act shall submit documentary evidence in support of the above.
- 7.7 In the case of unregistered Contractor/ Supplier/ service provider Employer/ Engineer shall deduct applicable GST under reverse charge from the payments released by back calculation method. GST deducted shall be deposited to the concerned authority.
- 7.8 Upon implementation of GST any reduction in tax on supply of goods or services or the benefit of input tax credit shall be passed on to Employer/ Engineer by way of commensurate reduction in prices.

8.0 VITIATION OF CONTRACT

The contract shall not be vitiated by any inadvertent error of any kind in the surveys, information, specification drawing or schedule of quantities. The aspect of vitiating of tender with respect to variation in quantities should be checked and avoided. However, during execution of work if variation of quantities against item of work becomes inevitable and such variation cause vitiating of the contract, the amount of vitiating will be deducted from the contractor's bill.

9.0 PRICE VARIATION IS NOT APPLICABLE HOWEVER PRICE ADJUSTMENT IS AS FOLLOW-

Price payable for signaling cables is variable as per IEEMA Price Variation Formula given below:

Size 19 C x 1.5 sq.mm Cu

$$P = P_0 + 0.248 (Cu-Cu_0) + 0.395 (CC-CC_0) + 0.343 (Fe - Fe_0)$$

For armouring, value of steel flat strip of size 4mm x 0.8 mm is to be taken into consideration.

Size 12 C x 1.5 sq.mm Cu

$$P = P_0 + 0.157 (Cu-Cu_0) + 0.277 (CC-CC_0) + 0.289 (Fe - Fe_0)$$

For armouring, value of steel flat strip of size 1.4mm dia is to be taken into consideration.

Size 6 C x 1.5 sq.mm Cu

$$P = P_0 + 0.078 (Cu-Cu_0) + 0.199 (Cc-Cc_0) + 0.329 (Fe - Fe_0)$$

For armouring, value of steel flat strip of size 1.4mm dia is to be taken into consideration.

Size 6 Quad 0.9 mm dia Cu

$$P = P_0 + 0.139 (Cu-Cu_0) + 0.135 (Al-Alo) + 0.515 (Cc-Cc_0) + 0.693 (Fe - Fe_0)$$

For armouring, value of steel flat strip of size 4mmx0.8 mm dia is to be taken into consideration.

Where,

P=	Price payable as adjusted in accordance with the variation clause, Rupees per Km	
P ₀ =	Contract price Rupees per Km	
Cu ₀	IEEMA Price of Copper wire rods	Price per MT for Cu ₀ , CCo, Fe ₀ , Alo as applicable on 1 st working day of the month, one month prior to the deadline for submission of bids.
Cc ₀	IEEMA price of PVC Compound CW-22	
Fe ₀	IEEMA Price of steel for Armouring	
Alo	IEEMA price of Aluminium	
Cu	IEEMA price of Copper wire Rod	For Calculation of variation amount prices of raw materials shall be taken as prevailing one month prior to the date of offering the stores for inspection i.e. as on 1 st working day of the calendar month covering the date one month prior to the date of call letter for inspection
Cc	IEEMA price of PVC Compound CW-22	
Fe	IEEMA Price of steel for Armouring	
Al	IEEMA price of Aluminium	

For Calculation of variation amount prices of raw materials shall be taken as prevailing

one month prior to the date of offering the stores for inspection i.e. as on 1st working day of the calendar month covering the date one month prior to the date of call letter for inspection. Any upward price variation subsequent to the original delivery period stipulated in the purchase order will not be payable. However, IRCON will be eligible to get the benefits of reduction in prices if any.

Price per MT for Cuo, CCo, Feo, Alo as applicable on 1st working day of the month, one month prior to the deadline for submission of bids.

For other various materials except cables, the price adjustment shall be applicable as per clause 46A of IR GCC (April 2022) with up to date correction slip.

10.0 COMPLETION PERIOD

10.1 The Contractor shall complete the whole of the works and each section (if any) within the time of completion for the works or section (as the case may be) including:

- a) Achieving the passing of the test on completion and
- b) Completing all works or section to be considered to be completed for the purpose of taking over by client.

10.2 The entire work shall be completed in a period as mentioned in the NIT/e-procurement notice or any corrigendum thereof from the date of issue of letter of acceptance. The entire work shall be completed in **Six months** from the date of issue of LOA. Although the completion period is **D + 6 months**, with following milestone. The contractor shall submit the detailed PERT/Bar chart/time-plan of activities/work to achieve commissioning of entire work as given below-

a) The whole work shall be carried out as per following schedule:

SL NO.	Station/Section	Milestone/Completion Period
1.	Bargawan	D+2 months
2.	Majhauri	D+4 months
3.	UP & DN IBS Between NMWP & NKJ "C & Alteration & modification at NMWP & NKJ C cabin.	D+6 months

Note# D stand for Date of issue of Letter of Acceptance

b) Amount to be recovered for Non achievement of milestone shall be 0.5% money per week or part of week of delay of that activity schedule. However the recovery on account of compensation for delay shall be limited to 5% of contract value of work.

c) If the contractor achieves the subsequent milestone as per schedule, the recovered amount on account of non-achieving previous milestone shall be released simultaneously.

D) If the delay relates only to a portion of the works with a separate and earlier completion period, the contract value shall be restricted to the cost of that portion of work only.

The work has to be done in a phased manner progressively. The contractor shall submit the detailed PERT/Bar chart/time-plan of activities/work to achieve commissioning of entire work as program of work submitted by the contractor along with the bid or as approved by the Engineer.

10.3 Along with the tender, the tenderer is required to submit a programme of work / implementation plan in the form of Bar chart for the various activities involved for the completion of works within the stipulated completion period like supply of materials, schedule of inspection, transportation, Execution of Work program etc.

10.4 In case of delay in completion of works within the above period, liquidated damages shall be levied as per clause no. 10.11.1 & 10.11.2 of special conditions of contract and other relevant tender conditions.

10.5 The work has to be executed in co-ordination with other agencies working on or near the project.

10.6 It shall be obligatory for the tenderer to submit his programme of work/implementation plan and time schedule, in such a form as to facilitate monitoring of the work using the modern networking techniques, as to how he proposes to complete the work within the stipulated date.

10.7 Within 7 (Seven) days of the acceptance of the tender and before the work is commenced; the contractor shall have to submit a detailed programme for each major element of the work, using the modern networking techniques for Project monitoring, for approval of the Engineer. The construction programme will show the general methods, arrangements, order and timing for all the significant activities in the works identifying the critical path for the work clearly, along with monthly cash flow. The programme shall clearly provide for and indicate the time required for the preliminaries before starting the work and shall indicate the dates of commencement and completion of the various sections of the work.

10.8 The agreement or the approval of the programme by the Engineer shall not relieve the contractor of any of his responsibilities to complete the whole works by the prescribed time.

10.9 The Contractor shall submit to the Engineer, for approval, an updated Program, whenever the Engineer may so direct, to take account of the actual progress of the Contract Works so as to achieve completion either before the due date for completion or by the due date for completion or as soon as practicable thereafter. The Engineer may further require the Contractor to indicate the means by which the programmed progress will be achieved. If the Contractor does not submit an updated Programme within a reasonable period as indicated by the Engineer, the Engineer may withhold the payment of next on account bill until the overdue Programme has been submitted.

10.10 In case of any delay in the completion period, the extension of the same shall be dealt as per following clause 10.11.1 & 10.11.2 of special condition of contract (SCC).

10.11 Monthly Progress and Accounts of Expenditure monitoring

Contractor shall submit a monthly progress report/PERT chart/ any other suitable project progress, work done during the month including projections/planning for the next month. An expert technical group consisting of representative of IRCON / Railway and Project Manager of contractor will sort out technical complication, if any, arises during the course of execution.

10.11.1 DELAY AND EXTENSION OF CONTRACT PERIOD (Refer Para 17-A Part II of Indian Railways Standard GCC April 2022)

Extension of time for completion of the work will be governed by clause 17 A of GCC including its latest amendments, and the contractor shall be responsible for requesting such extension in terms thereof. While applying for extension, contractor shall submit the bar chart indicating the work already done and program for the work to be done shall be prepared and shown in juxtaposition with the Bar chart submitted in Item no. 10.3 of SCC, giving reason for slippage activity-wise. IRCON / Railway administration may agree to such extension of time of completion, if they considered justified.

10.11.2 **Delays due to Contractor and Liquidated Damages** (Refer Para 17B Part II of Indian Railways Standard GCC April 2022)

11 Defect Liability Period:

11.1 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 Engineer during Defect Liability Period. Defect Liability Period will be **12 months from the date of issue of completion certificate**. However, maintenance during Defect Liability Period shall not include day-to-day upkeep, cleaning, custody and security of the work. Any defect arising due to defective construction / 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, the same shall get rectified at the risk and cost of the Contractor.

11.2 The Contractor shall be responsible for removing all the defects during the defect liability period. If required, rework shall also be done by the Contractor for defective works at his own cost. Defect liability period shall start after issuance of Completion Certificate for that station. The defect liability period is as specified in the Appendix to Tender. 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 risk & cost of the contractor. The issue of Employer's completion certificate shall in no way exempt the Contractor from the provisions under this contract.

11.3 At the end of the defect liability period, the Contractor along with the Employer / Consultant shall carry out final inspection of the contract work to prove that no defects had appeared in the Contract work or that all defects which appeared in the contract work have been rectified to the satisfaction of the Employer. If during the final inspection it is found that the defects still remain in the contract work, the period of defect liability shall be extended at the discretion of the Employer and the Contractor shall be liable to make good the defects and be responsible for the maintenance of the work till the defect have been fully removed.

11.4 In case of any failure during defect liability period/warranty period, engineer of respective original equipment manufacturer should be arranged by contractor at his own cost to rectify the failure.

11.5 REPAIR / REPLACEMENT OF DEFECTIVE WORK:

11.5.1 The Contractor shall be responsible for repair/ replacement at no extra Cost to the Employer with all possible pace and to the entire satisfaction of the Engineer of any inadequacies, defects, errors, faults in respect of design, detailing, material workmanship and or any act or omission of the Contractor that may develop in the works executed / plant supplied (including bought-out Equipment) by the Contractor against the Contract at any point of time before the expiry of the Defect Liability Period, irrespective of whether the work/ plant has been taken over by the Employer and regardless of whether the work/plant was earlier inspected/ accepted by the Employer.

11.5.2 In case such repair/replacement becomes necessary at site, the following additional responsibilities shall rest on the Contractor without any cost, what-so-ever to the Employer

- i) On being informed by the Engineer about any defect in the work/ equipment / structure supplied by the Contractor, the Contractor shall immediately go to the site to inspect and identify the location and cause of defect.

- ii) In case the defect is found to be of such nature or extent that the site repair within a short period of time is not likely or that the defective component or combination of components is required to be taken out of the Employer's premises for repair, then the Contractor on being so asked by the Engineer shall bring to site by road/rail/air the replacement of such defective component or combination of components as early as possible and install the same at site with all possible speed before the defective components or combination of components is taken up for site repair or removed from the Employer's premises, as the case may be. The replacement Item or Items provided as above on interim basis can be taken out of Employer's premises when the original component or combination of components duly repaired has been installed at site and has been found to be satisfactory in service by the Engineer.
- iii) In case a defective work or component or combination of components is required to be replaced, the Contractor shall arrange for supply and installation of the replacement as expeditiously as possible and within the period approved by the Engineer. The condemned component or combination of components can be taken out of Employer's premises when so permitted by the Engineer.

11.5.3 If the Contractor fails or refuses to carry out the repair/replacement of defective work within a reasonable period of time, the concerned work/portion, thereof, shall be rejected by the Employer who shall place order elsewhere for such repair / replacement at the sole risk and cost of the Contractor.

12 **INSURANCE**

12.1 Before commencing of works, it shall be obligatory for the Contractor to obtain, at his own cost, insurance cover in the joint name of the Contractor, Employer and Client from reputed companies for the following requirements:

- a Contractor's All Risk (CAR) Policy as per attached **Annexure XV** (The CAR Policy is to be taken on Contract Value),
- b Liability for death of or injury to any person or loss of or damage to any property (other than the work) arising out the performance of the Contract.
- c Construction Plant, Machinery and Equipment brought to site by the Contractor.
- d Any other insurance cover as may be required by the law of the land.

12.2 All insurance policies entered into by the contractor under the contract, shall stipulate that the proceeds of all claims shall be payable to the Engineer (IRCON International Ltd.) The Engineer shall reimburse such claims to the contractor when the contractual obligations are completed by him.

12.3 All insurance covers referred to in the Contract shall be effected with an Indian Insurance Company incorporated and registered in India.

12.4 The Contractor shall provide evidence to the Employer/Engineer before commencement of work at site that the insurance covers required under the contract have been effected and shall within 60 days of the commencement date, provide the insurance policies to the Employer/Engineer. The Contractor shall, whenever, called upon, produce to the Engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force.

- 12.5 The Contractor at his own cost shall also obtain any additional insurance cover as per the requirements of the Contract.
- 12.6 The Employer/Engineer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or his subcontractor or petty contractor. The Contractor shall indemnify and keep indemnified the Employer/Engineer against all such damages and compensation for which the Contractor is liable.
- 12.7 The Insurance Policies of the Contractor shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period except for any specific insurance covers necessary for shorter period.
- 12.8 If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the Engineer in the insurance policies mentioned above, then in such cases, the Engineer 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 this regard from the payment due to the Contractor or from the Contractor's Performance Security. However, the Contractor shall not be absolved from his responsibility and/or liability in this regard.

13 PERFORMANCE SECURITY & RETENTION MONEY

13.1 Deleted.

13.2 Performance Security for Contracts valuing more than Rs. 1.00 Crore:

- i) The successful bidder shall submit a Performance Security (PS) in the form of a Performance Guarantee (PG).

The Performance Guarantee shall be in the form of irrevocable Bank Guarantee (BG) on the Proforma annexed as **Annexure-IX** from any Scheduled Bank for an amount of 5% (Five percent) of the contract value (including GST and all other duties & taxes). In case of foreign bidder or in case of Global Tender, if Bank Guarantee is from a foreign bank branch situated outside India, the Bank Guarantee shall be issued through any of the Scheduled Commercial Bank in India. In case BG is issued directly by a bank outside India, it should be in the same currency as the contract, executed on Letter Head of the Bank and should be advised and payable through their Indian Branch/ Corresponding Bank in India. The issuing Bank shall also state the name and designation of the next Higher Authority of the Officials who have issued the BG. This B.G. shall be initially valid upto 60 days beyond the stipulated date of completion. In case, the time for completion of work get extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

- ii) The value of PG to be submitted by the contractor will not change for variation in contract value (excluding price Variation) upto 25% of the original contract value (either increase or decrease). In case during the course of execution, value of contract (excluding price Variation) increase by more than 25% of the original contract value, an additional performance Guarantee amounting to 5% (5 Percent) of the excess value over the original contract value shall be deposited by the contractor. If the value of contract (excluding price Variation) decrease by more than 25% of the original contract value, performance Guarantee amounting to 5% (5 Percent) of the decrease in the contract value shall be returned to the contractor. The PG amount excess of required PG for decrease contract value, available with the employer, shall be returned to contractor as per his request duly safeguarding the interest of the Employer.

- iii) With respect to para (iii) above, the date on which the Revised contract value is approved by the competent Authority will be effective date from which the Performance Guarantee amount will have to be increased or decreased
- iv) 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), but before signing of the contract agreement. Extension of time for submission of PG beyond 21 (Twenty-one) day and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for 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 declared holiday in the concerned office, submission of PG can be accepted on the next working day.

In case the Contractor fails to submit the requisite PS even after 60 days from the date of issue of LOA, award of contract shall be deemed to be terminated, unless otherwise permitted by the "Employer", and the Earnest Money Deposit and other dues payable against that contract shall be forfeited. In case a tenderer has not submitted Earnest Money 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.

- v) The tenderer who has offered lower total cost as compared to tender value by more than 10 %, shall be required to submit additional Performance Guarantee of value equal to half the percentage of tender value by which offer is lower than 10%. (e.g. in a tender costing `100, if contract value is ` 80, additional Performance Guarantee shall be $[0.5 \times \{(100-80)-10\}]$ percentage of tender value.)
- vi) No payment under the contract shall be made to the Contractor before receipt of performance security.
- vii) In event Contractor commits default/breach in fulfilling contractual obligations i.e. achieving milestones, default(s) in commencing the work, fails to maintain the required progress, fail to mobilized at site as required, execute bad work or work not done as per specifications, abandons the work, persistently disregard to instruction of the Engineer or contravenes any provisions of the contract etc., Employer will be entitled to forfeit the performance security and/or may reserve the right to forfeit the performance security.

If the Contractor commits any default/breach as aforesaid and the same has been brought in notice of the Contractor in writing, the Employer shall, without prejudice to any other right or remedy available in law or contract, shall be at liberty to forfeit the performance security absolutely, notwithstanding and/or without prejudice to any other provisions in the contract, in addition to action taken under other provisions contained in this contract or otherwise.

13.3 Retention Money:

- i) Retention money for all contracts shall be recovered from on account/ final bills of the Contractor @ 10% of gross value of each bill after adjusting EMD amount till the amount so recovered including EMD amount adds up to 5% of the contract value (including GST and all other duties & taxes & all variation but excluding Price Variation) of the work
- ii) No interest shall be payable to the Contractor on the amount retained in cash towards retention money.

13.4 Release of Performance Security:

- a. Performance security shall be returned to the contractor, subject to the issue of completion certificate by the engineer for the entire work. This shall not relieve the contractor from his obligations and liabilities to make good any failures, defects, imperfections, shrinkages, or fault that may be detected during the defect liability period specified in the contract.
- b. Wherever the contract is rescinded, the Performance Security, if no action has been taken as provided in Clause 13.2 (v), shall be encased in full and also be forfeited in whole or part and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.

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 either in his/her individual capacity or as a partner of any other J.V/Partnership firm.

- c. The engineer shall not make a claim under the PG except for amounts to which Ircon International Limited is entitled under the contract (not withstanding and/or without prejudice to any other provision in the contract agreement) in the event of:-
 1. Failure by contractor to extend the validity of the PG as described herein above, in which event the engineer may claim the full amount of PG.
 2. Failure by the contractor to pay Ircon International Limited any amount due, either as agreed by contractor or determined under any of the clause / conditions of the agreement, within 30 days of the service of notice to this effect by engineer.
 3. The contract being determined or rescinded under provision of the SCC, the PG shall be forfeited in full and shall be absolutely at the disposal of the Engineer.
 4. Action has been taken as provided in Clause 13.2 (v).

13.5 Release of Retention Money

i) The Retention Money shall be released to the Contractor after preparation of final bill and acceptance of the same by the Contractor and after the expiry of the defect liability period (specified in Para 22.2.4 of Special Conditions of Contract), reckoned from the date on which the Engineer shall have issued the Certificate of Completion **comprising the whole of works**.

The retention money shall be released after all failures, defects, imperfections, shrinkages and faults have been rectified by the Contractor to the satisfaction of the Engineer and Defect Liability certificate is issued by the Engineer.

ii) Release of 50% Retention Money Against Bank Guarantee/FDR:

a) For contracts valuing less than Rs. 30 Crores:

If requested by the contractor, 50% of the Retention money may be released on satisfactory completion of works against submission of Bank Guarantee for an equivalent amount by the Contractor in the Performa annexed as **Annexure-XI** from any Scheduled Bank in India. This Bank Guarantee shall be kept valid till the period of three months beyond the expiry of Defect Liability Period. Fixed Deposit Receipt (FDR) from a scheduled bank endorsed in favour of the Employer can be submitted by the Contractor in lieu of the Bank Guarantee for release of 50% Retention Money.

b) **For contracts valuing 30 Crores or more:**

If requested by the contractor, 50% of the Retention money may be released at a stage when full amount of retention money (i.e. 5% of the contract value) has been recovered at the stage when not less than 50% financial progress has been achieved against submission of Bank Guarantee for an equivalent amount by the Contractor in the Performa annexed as **Annexure-XI** from any Scheduled Bank in India. This Bank Guarantee shall be kept valid till the period of three months beyond the expiry of Defect Liability Period.

Where different defect liability periods are applicable to different parts of the works, the expression - "expiration of the defect liability period" shall for the purpose of this clause be deemed to mean the expiry of last of such periods.

iii) Wherever the contract is rescinded, the retention money shall be forfeited in full.

14 Deleted

15 DEPLOYMENT OF ENGINEERS

15.1 During course of execution of works, the Contractor shall provide and keep on the works efficient and competent Engineers to ensure that the work is executed strictly as per provisions of the contract. It shall be the obligation on the part of the Contractor to provide the following minimum Engineering staff at site as per site requirement:-

S. No	Position / Qualification	Minimum nos. to be deployed
1	Project Manager – Degree holder with minimum experience of 5 years in the similar field.	1
2	Engineer – Degree holder with minimum experience of 3 years/ Diploma holders with minimum experience of 6 years in the similar field.	2
3	Site Engineer/ J.E. – Degree holder with minimum experience of 2 years/ Diploma holders with minimum experience of 2 years in the similar field.	6

In addition to the above, requisite numbers of supervisory staff, wireman, fitters and carpenters etc. shall be deployed by the Contractor.

The technical staff shall be got approved in writing from the Engineer (whose approval may be withdrawn any time) for supervision of works and to receive direction from the Engineer of the work on behalf of the contractor. The supervisory staff of the contractor will not be changed without the approval of the Engineer.

1. For Sr. No. 1- Rs. 50,000/- shall be deducted per month, for non deployment of Project Planner.
2. For Sr. No. 2- Rs. 30,000/- shall be deducted per month, for non deployment of Engineer.
3. For Sr. No. 3- Rs. 50,000/- shall be deducted per month, for non deployment of Site Engineer/J.E.

15.2 The details of skilled manpower/workers trade wise i.e. bar benders, carpenters, masons,

semiskilled workers, welders, painters, labours, arrangement for boarding / lodging along with details of permanent staff shall be submitted by the contractor within 15 days after the award of work to him. This shall be submitted along with the programme of works.

- 15.3 CVs of Technical Personnel's along with their educational qualification proofs must be submitted as per attached format (**PER-1 & PER-2**) given as **Annexure-XVI** and **Annexure XVII** of SCC of the tender within 30 days after signing of Contract Agreement. During the execution of the contract, if the contractor desires to change the personal, prior approval of employer (Ircon) is required. Project Manager, Site Engineer are required before execution starts at site. The Bidder must demonstrate in his proposal how he wishes to utilize the required personnel during the implementation of this contract, showing the proposed teams for each stage, like, for example, Project Management and Quality Control, Design, Construction and Commissioning. It is up to the Bidder to propose the manner in which he wishes to implement the Contract. Further, if employer (Ircon) desires to change the personnel, the contractor is required to provide alternate technical personnel within 01-month notice period.

16 CONTRACT AGREEMENT

The Contractor shall enter into and execute the Contract agreement in the form of agreement (**Annexure-XII**) within 28 days from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Contractor at his own cost. Original agreement shall be retained by the Employer/Engineer and a certified copy shall be made available to the Contractor. No payment under the contract shall be made to the Contractor before signing of contract agreement. The rates as per the accepted Bill of Quantities shall be firm and hold good till the completion of the works, and no additional claim or amount shall be admissible on account of fluctuations in market rate, increase in fees, royalties etc. unless specific provided for in the contract.

17 PROTECTION OF ENVIRONMENT

During execution of works, the Contractor and his sub-contractors, petty contractors shall abide at all times by all existing enactments 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: -

- i) 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.

- ii) 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.

iii) 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 interrelationship which exists among and between water, air and land, other living creatures, plants, micro-organism and property.

iv) 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 here with 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.

18 APPROVAL/CLEARANCES - GENERAL OBLIGATIONS OF THE CONTRACTOR

18.1 General Responsibility of the Contractor

The Contractor shall comply with the provisions of the Contract with due care and diligence design (to the extent provided for in the Contract), execute, complete and maintain the works and remedy the defects in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, plant, & Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and maintenance of works and rectification of any defects, as directed by the Engineer or his Representative.

18.2 Site Operations and Methods of Construction:

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and method of construction. Where the Contract expressly provides that part of the Works shall be designed by the Contractor, he shall be fully responsible for that part of such works, notwithstanding any approval by the Engineer.

18.3 Appraisal of Errors / Omissions in the Drawings:

The Contractor shall promptly inform in writing to the Engineer of any error, omission, fault and other defects, in the design, drawings or specifications for the works which are noticed while reviewing the Contract documents or in the process of execution of the works.

18.4 Compliance with Regulations and Bye-laws:

The Contractor shall comply with the statutory provisions relating to the works, regulations and by-laws of any local authority and undertaking, including those controlling the utilities such as water supply, sewerage, telephones, power supply, etc., in whose jurisdiction the work is to be executed. The Contractor shall be bound to give all notices required by statute, regulations or byelaws, as aforesaid. It shall be the responsibility of the Contractor to arrange all necessary clearances and approvals from the concerned authorities or undertakings before the work is taken up. However, assistance, if any, may be provided by Employer/Engineer/Client.

18.5 Contractor's Representative:

When the Contractor is not in a position to be present, he shall keep responsible representative at site or work place during all working hours, who shall, on receiving a reasonable notice, present himself to the Engineer, Engineer's Representative or their Assistants. The instructions and orders given to the Contractor's representative shall be deemed to have the same force as if they have been given to the Contractor. The Contractor should furnish the necessary Power of Attorney in favour of his representative for the purpose of this clause. Failure on part of the Contractor to comply with this provision shall constitute a breach of Contract and may lead to action under clause 23.0 of SCC.

19 IMPLEMENTATION OF QUALITY, SAFETY, HEALTH AND ENVIRONMENT MANAGEMENT SYSTEM

- 19.1 **QUALITY MANAGEMENT SYSTEM:** IRCON is an ISO Certified Company in Quality Management System and expects the Contractor to work as per the Standards.
- 19.1.1 The contractor shall follow various requirements of Quality Management System of IS/ ISO 9001:2015 and Quality Policy of IRCON. The contractor already holding QMS Certificate need to act swiftly to keep it updated and fulfill various requirements as sites.
- 19.1.2 The contractor shall develop the Quality Assurance Plan (QAP) and Inspection and Testing Plan (ITP) and get it approved from Project Head/ the Engineer. The records of tests to be conducted as per ITP and tests done actually shall also be kept by the Contractor.
- 19.1.3 To ensure quality of execution work, Contractor shall prepare the format for quality assurance of installation, testing and commissioning of misc. equipment's and get it approved from Project Head/ the Engineer. Same formats shall be fill by representative of contractor duly certified by engineer and shall be kept in record.
- 19.1.4 The Contractor shall ensure the timely calibration of all measuring and testing equipment at his own cost from reputed laboratory and the hard copies of Documented Information are to be kept ready for any time inspection by the Engineer.
- 19.1.5 The Contractor shall ensure maintenance and overhauling of all plants and machinery deployed for the works as per guidelines issued by Manufacturer/ Supplier/ Vendor/ Legal Requirements/ Engineer.
- 19.1.6 The Contractor shall keep the hard copies of the Documented Information of Manufacturer's Test Certificates (MTCs) and Third Party Test Certificates, from approved laboratory at his own cost, as required, for all the materials supplied by him. These records shall be checked any time by the Engineer.
- 19.1.7 The contractor shall ensure the use of materials (manufactured either tailor made or available off the shelf) of branded make/ manufactured by reputed companies. (materials like rebars, structural steel, cement, chemicals such as admixtures, retarders, accelerators, curing compounds, de-shuttering oils, bituminous materials – modified, cationic emulsions, cutbacks; glass, paints of all types, bolts & nuts, all types of fasteners, etc.). To ensure quality output the Contractor shall get his Batching Plant, Crushing Plant, Other Mixing Plants and Hot Mix Plant certified from third party existing in the approved list of Quality Council of India, New Delhi.
- 19.1.8 The Contractor shall provide work instructions/check lists for proper execution of work. The Contractor shall also maintain all relevant records and documents properly and same shall be made available to the Engineer as required. The Quality Checklists developed by

Quality Management Department of IRCON shall also be followed.

19.1.9 All QAP, ITP, Laboratory Formats and other Documents related to Quality should wear the logo of IRCON along with that of the contractor.

19.2 **SAFETY, HEALTH, AND ENVIRONMENT MANAGEMENT SYSTEM:** IRCON is an ISO Certified Company in the areas of Occupational Health & safety, and Environment Standards and expects the Contractor to work as per these Standards.

19.2.1 The contractor shall execute the work as per Safety, Health, and Environment Standards of IRCON (attached with the Tender Paper). Contractor shall provide and ensure the use of required Personal Protective Equipments (PPEs) for all workers/ staff and engineers. The contractor shall provide and erect safety barricades as required, display safety posters and instructions regarding safety.

19.2.2 The contractor shall prepare a 'Project Safety, Health and Environment Manual (SHE Manual)' and get it approved by the Project Head. The contractor will own the ultimate responsibility of all aspects of Safety, Health and Environmental, upkeep of the work place and its surroundings.

19.2.3 The Contractor will facilitate Safety Checks, Health Checks and Environmental Checks and checks on compliance to all the norms as per the 'SHE Manual' and the same shall be checked by PH or the nominated Safety Officer at regular interval. IRCON has developed the Checklists on Safety, Health and Environmental issues and expects the Contractor to follow the same.

19.2.4 All Checklists and other Documents related to SHE should wear the logo of IRCON along with that of the Contractor.

19.2.5 The Employer may, at their discretion undertake such corrective measures as deemed fit for immediate restoration of safe conditions at the work place at the cost of the Contractor and recover the cost from Contractor's running bills. The contractor will keep the Employer indemnified against any corrective action by the Employer. In addition to such recourse, the penalty for each violation will be enforced as under, without issuing any show cause notice for the same:

S. No	Nature of violation	Penalty
1.0	Non preparation of Site Safety Plan before the first running bill.	Rs.10,000.00
2.0	Violation of safety norms pointed out by inspecting officials, such as deficient documentations or safety gadgets or lack of supervision/ process control etc.	Rs.10,000.00 for each violation subject to maximum 1% of the contract value in all.
3.0	Injury to worker leading to stoppage of work.	Rs.25,000.00 for each case.
4.0	Fatalities to workers at work related accidents.	Rs.5.00 Lakh for each mortality
5.0	Repetition of violation	May lead to termination of work

20 DEATH OF CONTRACTOR/ PARTNER

If the Contractor is an individual or a sole proprietary concern, and the individual or a sole proprietor dies, or if the Contractor is a partnership concern and one of the partners dies,

in that case, unless the Employer/Engineer is satisfied that the legal representative of the individual Contractor or of the sole proprietor, as the case may be, or in the case of partnership firm, all surviving partners are capable of carrying out and completing the contract, the Employer/Engineer shall be entitled to rescind the contract as to its incomplete part. In that event, the Employer/Engineer shall not be liable to pay any compensation to the legal heirs of the deceased Contractor and / or to the surviving partners of the Contractor's firm, on account of such cancellation of contract. The Engineer's decision as to whether the legal representatives of the deceased Contractor or surviving partners of the Contractor are capable of carrying on and completing the contract shall be final and binding on the parties. Provided further that the legal representatives of the deceased Contractor or the surviving partners shall also not be liable to pay any damages, alleged or actually suffered by the Employer / Engineer, in respect of incomplete part of the contract. Any liability incurred by the deceased Contractor, or by the deceased partner of the contracting firm, before his death, shall be recovered from the legal representatives of the deceased Contractor or from the surviving partners of the said contracting firm as the case may be.

21 VARIATION IN QUANTITY OF ITEMS COVERED BY THE BILL OF QUANTITIES

The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. The Contractor shall be bound to carry out and complete the stipulated work, irrespective of the variations in individual items, specified in the Bill of Quantities.

Variation in Quantity will be dealt as per para 41 & 42, Part II of Indian Railways Standard GCC April 2022 with up to date correction slip.

22 COMPLETION CERTIFICATE, DEFECT LIABILITY PERIOD CERTIFICATE

22.1 COMPLETION CERTIFICATE

Within fifteen (15) days of the completion of the Works mentioned under scope of work for individual station/block section and fulfillment of Contractor's all obligations (except as stipulated under "Defect Liability Period"), the Contractor shall give notice of completion of Works to the Employer.

1. Upon receipt of such notice of completion of Works the Employer shall carry out all such inspections/checks/tests that are necessary to satisfy him,
 - (i) That the executed 'Works' is in conformity with the Contract Technical Specifications, design / drawings / sketches / BOQ and modification(s) issued thereof, if any and as per written instructions issued to the Contractor from time to time during execution of works, and
 - (ii) That all the materials used and/or incorporated in the Works meets the stipulated quality requirements and are in accordance with the Contract and/or the documents referred to therein, and
 - (iii) That the Contractor has fulfilled all his obligations under the Contract, except obligations stipulated under "Defect Liability Period", in respect of such notified completed works.
2. Without prejudice to Employer's other rights under the Contract, Completion Certificate in respect of Works under the Contract shall be issued by the Employer, if satisfied about his completion in terms of the Contract,

3. The Completion Certificates for works executed UP DN IBS, Bargawan & Majhauri station after opening of traffic after NI as per scope of work given in Para 2.0; maybe issued if that part of the Works is taken in possession or used by the Employer in accordance with provisions of the Contract prior to completion of whole Works. When such certificate is issued, such part of Works shall be considered as completed and Defect Liability Period for such part shall commence from the date of Completion mentioned in such Completion Certificate, provided that issue of such a certificate shall not be deemed to certify completion of any work or part there of which requires repair/replacement.

In-such event as stipulated herein above, subject to deductions which the Employer is entitled to make from the Contractor's payment(s), Completion Certificate linked payment(s) for the part of the Works so taken in possession or used by the Employer may be released, upon written request of the Contractor.

4. No completion certificate shall be issued nor shall the work be considered to be complete until the Contractor has cleaned/cleared the site as per provisions of the Contract in respect of such completed Works or part thereof.
5. All guarantees and test certificates obtained by the Contractor and his sub-contractors from the manufacturers or specialist agencies in respect of materials used and works executed during execution of works such as for anti-termite treatment, waterproofing, acid resisting materials etc. for the entire works shall be handed over and transferred to the Employer by the Contractor prior to issuance of completion certificate by the Employer.
6. The Certificate of Completion of Works referred to in clause above shall not absolve the Contractor from his liability to make good defects, imperfections and shrinkages or faults, which may appear during the defect liability period specified in the contract, arising in the opinion of the Engineer from materials or workman-ship being not in accordance with the Contract. These shall be rectified and made good by the Contractor at his own cost. In case of the default on the part of the Contractor, to so make good the defects or deficiencies, the Engineer may employ labour, plant and machinery and materials or appoint another agency or Contractor, to make good such defects, imperfections, shrinkages and faults, and all expenses consequent and incidental thereto, shall be recovered from any money due to the Contractor under the contract including the Performance Security amount or from any money payable to the Contractor by the Employer/Engineer, under any other contract.
7. **The following documents, shall be submitted by the Contractor before issue of Completion Certificate:**
 - a. A copy of the working drawings and **as built Drawings** showing thereon additions or alterations (to be shown in RED) made during the execution of the work.
 - b. Statement for reconciliation of all the payments and recoveries made in the progressive bills with respect to the work for which completion certificate is to be issued.
 - c. Copies of deviations statement and order of extension of time, if granted.
 - d. Original guarantees furnished by CONTRACTOR's suppliers for applicable items.
 - e. All drawings/documents issued to the CONTRACTOR for the construction work.
 - f. Test certificate as applicable.
 - g. Final certification regarding payment of ESI/ EPF/ EPS & any other statutory

- labour payment.
- h. Acceptance certificate from inspection agency, regarding acceptance of work.
- i. Recovery statement, if any.
- j. Royalty clearance certificate, if any.

22.2 DEFECT LIABILITY PERIOD CERTIFICATE

- 22.2.1 In the contract, the expression "Defect Liability Period" shall mean the period of defect liability prescribed elsewhere in the contract, commencing from the date of completion of the works **after issue of Completion Certificate** as certified by the Engineer. The Contractor shall maintain, rectify and make good at his own cost any defects/deficiencies, which may develop in the work or as notified by the Engineer during Defect Liability Period. However, maintenance during Defect Liability Period shall not include day-to-day upkeep, cleaning, custody and security of the work.
- 22.2.2 The contract shall not be considered as completed, until a Defect Liability Certificate has been issued by the Engineer stating that the works have been completed and maintained to his satisfaction. Defect Liability certificate shall be issued by the Engineer, 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.
- 22.2.3 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.
- 22.2.4 Defect liability Certificate for the i.e. for the UP DN IBS, Bargawan & Majhauri station i.e. for the completion of the whole work shall be considered for release of retention money.

23 DETERMINATION OF CONTRACT DUE TO CONTRACTOR'S DEFAULT

23.1 Conditions leading to determination of contract

- i) If the Contractor
 - a) becomes bankrupt or insolvent, or,
 - b) makes arrangements with or assignment of works in favour of his creditor, or agrees to carry out the contract under a committee of inspection of his creditors, or
 - c) being a company or corporation goes into liquidation by a resolution passed by the Board of Directors/ General Body of the share-holders or as a result of court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction); or
 - d) has execution levied on his goods or property or the works, or
 - e) assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of this contract, or
 - f) abandons the contract, or
 - g) persistently disregards instructions of the Engineer or contravenes any provisions of the contract, or
 - h) fails to adhere to the agreed programme of work or fails to complete the works or parts of the works within the stipulated or extended period of completion, or is unlikely to complete the whole work or part thereof within time because of poor record of progress; or
 - i) fails to remove materials from the site, or pull down and replace work, after

receiving notice from the Engineer to the effect that the said materials or works have been condemned or rejected, or

- j) fails to take steps to employ competent and/ or additional staff and labour, or
 - k) fails to afford the Engineer or his representative proper facilities for inspecting the works or any part thereof, or
 - l) promises, offers or gives any bribe, commission, gift or advantage, either himself or through his partners, agents or servants to any officer or employee of the Engineer or the Employer, or to any person on their behalf, in relation to obtaining or execution of this or any other contract with the Employer, or
 - m) Suppresses, misrepresents, or gives wrong/misleading information while submitting the tender. In any such case the Engineer on behalf of the Employer may serve the Contractor with a notice in writing to that effect and if the Contractor does not, within 7 - days after 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 instructions as aforesaid to the entire satisfaction of the Engineer, the Employer, at its sole discretion, shall be entitled after giving 48 hours notice in writing to take action OR terminate the contract, as a whole or in part or parts (as may be specified in such notice).
- ii) If in a given case, the contractor approaches the Employer with a revised program, within 10 days from the expiry of the specified notice period as aforesaid, with specific monthly physical and financial targets along with the proposal/undertaking to deploy matching inputs in the form of manpower and other resources, to the satisfaction of the Employer, then the Employer, at its sole discretion in the best interest of completion of work, may consider whether to proceed with termination of the contract or to continue with the contract. However, the request to continue with the contract shall only be considered and letter of termination will be kept as abeyance or recalled by Engineer, only if the contractor by way of "Undertaking", on such terms and condition agreed between the contractor and Employer, promise the Employer and/or supports his earnestness to adhere to the revised program by submitting additional Performance Security of specified value as decided by the Employer (total value of additional Performance Security will not exceed 5% of contract value). The encashment of these additional Performance Security (s) shall be linked with the failure of contractor in achieving the agreed physical/financial targets or milestone, as undertook by the Contractor, while recalling the order of termination. In the event of failure of contractor to abide by the terms of undertaking so given, in case the termination is kept in abeyance, termination shall stand automatically come into effect after such date as mentioned in the undertaking and in the event termination is recalled, the Engineer shall issue fresh order of termination, without any further notice to Contractor
- iii) In such a case of termination, the Employer/Engineer may adopt the following courses**
- a) Take possession of the site and any materials, constructional plants, equipment, stores, etc.
 - b) Measure up whole or part of the work from which the Contractor has been removed, and get it completed by another Contractor. The manner and method, in which such work is to be completed, shall be entirely at the discretion of the Engineer whose decision shall be final and binding.
 - c) Carry out the whole or part of the work from which the Contractor has been removed, by the employment of the required labour, materials, plants and equipment and other resources.

23.2 Entitlement of Employer/Engineer:

In cases described in sub-clause 23.1(iii) above, the Employer/Engineer shall be entitled to:

- a) Forfeit the whole or such portion of the encashed Performance Security amount, as he may deem fit, and
- b) To measure up the whole or part of the work from which the contractor has been removed and get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final.

24 FORECLOSURE OF CONTRACT

The Employer/Engineer shall be entitled to foreclose the contract, at any time, should, in the Employer/Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer/Engineer of such termination and reasons therefore, shall be conclusive evidence thereof. In such a case, the value of approved materials actually brought to the site and of work done up to date by the Contractor, shall be paid for in full by the Employer/Engineer, at rates specified in the contract. If rates for any materials or items of work are not available in the contract, these shall be fixed by the Engineer in terms of clause 25.

In case of foreclose of contract on Employer/Engineer's account as described above, the claims of the Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents/vouchers etc. to the satisfaction of Employer/Engineer. The decision of the Employer/Engineer on the necessity and propriety of such expenditure shall be final and conclusive.

However, the Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of foreclose of contract under this clause.

Plant, Equipment and tools as well as unutilized materials supplied by the Employer / Engineer to the Contractor shall be returned in acceptable conditions at Engineer's depot at Contractor's cost.

The Engineer shall be entitled to recover the cost of unreturned Plant, Equipment and tools as well as unaccounted materials from the Contractor. The amount to be recovered from the Contractor shall be decided by the Engineer whose decision in this regard shall be final and binding. The Contractor shall have to pay back unrecovered portion of advances made to him, together with accrued interest thereon. In case, the Contractor defaults, the Engineer shall recover the amounts from any payment due to the Contractor, or from the Performance Security or by encashing the Bank Guarantees given by the Contractor for securing the advances or for any other purpose. This is without prejudice to other remedies available to the Employer / Engineer.

25 ITEMS NOT INCLUDED IN THE BILL OF QUANTITIES

25.1 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, shall be bound to carry out such items of work at the rates to be decided as per sub-clause 25.2 and 25.3.

25.2 The rate for such extra items shall be derived from rate for similar items available in the

accepted Bill of Quantities including spares items. Contractor has to provide the quantities of different items quoted /supplied in the accepted BOQ/Schedule along with supporting invoices etc. and their unit rates for calculation / deriving the rate for such items.

25.3 In case rates can't be derived from the accepted Bill of Quantities, the rate may be worked out on the following basis:

- a) Cost of materials and consumables at current market rates, as actually utilized in the final finished permanent work, including a reasonable percentage for wastage and cost of loading, unloading and transportation.
- b) Cost of labour required for the work.
- c) Hire charges for plant and machinery, scaffolding, shuttering, forms, etc. required to be used at the site of the work.
- d) An amount of 10% of items (a), (b) and (c) above to allow for Contractor's overheads, profits and other contingencies.

25.4 In all cases where extra items of work are involved, for which there are no rates in the accepted Bill of quantities, the Contractor shall give a notice to the Engineer, of at least 7days before the need for their execution arises.

Such a notice shall not however be necessary if the Engineer has already instructed in writing to take up such an item of work. To decide the rate, the Contractor shall furnish detailed analysis of the rates on the lines mentioned in sub-clause 25.2 and 25.3 above and attend a meeting with Engineer to settle the rate as and when called for. The Contractor shall be bound to furnish the requisite details and to attend the meeting.

25.5 **Provisional payment for extra item**

In case mutually agreeable settlement of rates is not arrived at between the Engineer and the Contractor, the Contractor shall be bound to carry out the works at rates to be decided by the Engineer. In the absence of a finalized rate for a new item, the Engineer shall be entitled to certify payment to the Contractor based on a provisional rate fixed by the Engineer for the work done under the new item. This shall be subject to upward or downward adjustment after the rate is finalized by the Engineer for that item. However, the given work will be continued by the contractor. The contractor shall not be entitled to suspend the work on account of settlement of rates and shall continue to complete the given work.

25.6 The decision of the Engineer for above sub-clauses from 25.1 to 25.6 shall be final and binding.

26 **MEASUREMENTS OF WORK AND PAYMENTS**

26.1 **Measurements**

The Contractor shall be paid for the works at rates in the accepted Bill of Quantities of the contract and extra items of work at rates determined under clause 25.0 of these conditions. The measurement shall be taken by the Engineer or his representative in the presence of the Contractor or his authorized representative.

26.2 **Measurement of work at regular intervals**

The measurements of the work shall be taken in accordance with the contract during progress of work and at such intervals, as in the opinion of the Engineer or Engineer's Representative shall be proper, having regard to the progress of the work. On an agreed date and time, the Engineer or his Representative shall take the on account or final measurements in the presence of the Contractor or his authorized representative.

The Engineer or his authorized representative shall sign the measurements, which shall

also be signed by the Contractor or his authorized representative as an acceptance of the measurements. If the Contractor or his representative fails to turn-up at the time of taking measurements in spite of notice to do so, the Engineer or his representative shall be entitled to record the measurements ex-parte and these shall be final and binding on the Contractor.

26.3 Measurement of works as per records and drawings

- i) For the purpose of measuring such permanent works, as are to be measured by records and drawings, the Contractor shall prepare records and drawings at regular intervals and submit to the Engineer or Engineer's representative for his scrutiny.
- ii) In case, there is a discrepancy in the measurements of work done and the measurements as per drawings, measurements for the minimum of the two shall only be accounted for, provided the executed work is acceptable to the Engineer.
- iii) The Engineer or the Engineer's representative shall have the right to rectify any incorrect measurements and delete/correct any measurements if, at later stage, found that the work is incomplete, defective and/or not conforming to specifications.

27 TERMS OF PAYMENT:

27.1 General

Subject to any deductions that may be made as per the Contract, the Contractor shall be entitled to receive the contract price for the Scope of Technical Specifications in the following manner as per the agreed unit rates. Payments shall be effected only after:

- (i) **Execution of the Contract Agreement by both parties and**
- (ii) Submission of Bank Guarantee as per clause no. 13.0 above towards Contract Performance Bank Guarantee.

27.2 Payment Terms: The payment will be made as under:

27.2.1 Payment for Supply of material (Schedule- A & B (Supply Signal & Telecom materials)):

- i. Payment @ 80% of BOQ rates shall be made on delivery of material at specified location on Project, acceptance by Engineer and submission of following documents:
 - a) Original Inspection certificate issued by Inspecting Officer.
 - b) 100% Tax Invoice with detailed packing List in duplicate.
 - c) A certificate that the materials supplied are as per the contract and the amount claimed in the invoice is correct as per terms of the contract.
- ii. 10% payment at the accepted rate for the quantity shall be made after installation of the material on complete station/section.
- iii. Balance 10% payment at the accepted rate for the quantity shall be paid on successful commissioning and issue of Completion Certificate.
- iv. Also 20% payment against supply of material supplied for installation but not installed due to non-requirement of employer, due to change in design, drawing, scope of work etc. subsequent to the award of work, shall be paid after issue of Completion Certificate for the work and handing over the materials to the client.

Note: The Retention money shall be released to the contractor as per para 13.5 of SCC.

27.2.2 Payment for Installation - (Schedule- C & D (Execution of Signal & Telecom work))

- I) Payment @90% of BOQ rates for the quantity shall be made after installation of the items, duly verified by IRCON's Engineer for individual item.
- II) Payment @10% of BOQ rates for the quantity shall be paid on successful testing and commissioning of the work by contractor for the station including opening of traffic and issue of completion certificate, and submission of all as-built documents as per the Contract.

27.2.3 Payment for Provision of Vehicle (Schedule-E)

Payment @ 100% BOQ rates for the quantity executed each month shall be made at the end of the month after verification of necessary records like logbook etc.

27.2.4 Payment for Deployment of skilled Manpower (Schedule-E)

Payment @ 100% BOQ rates for the man month as per actual deployment of staff duly certified by employer or his representative.

27.2.5 Payment of Composite items involving both supply and installation:

On certification by IRCON's Engineer, such items shall be paid as under (only on production of documents as per clause 27.2.1 (i) above)

- i) Payment @ 70% BOQ rates of the item shall be made on delivery, submission of documents mentioned at clause 27.2.1 (i), and acceptance of material by Engineer.
- ii) Payment @ 30% BOQ rates of the item shall be made on successful **installation** of the materials/equipment duly certified by IRCON's Engineer.
- iii) For items which could not be installed because of valid reasons, balance payment @ 30% of BOQ rates shall be made on issue of completion certificate for the work.

27.3 ONACCOUNT PAYMENTS

- i) The Contractor is entitled to be paid from time to time, by way of "On-account" bills, only for such works, as in the opinion of the Engineer, the Contractor has executed in terms of the contract. Such payments shall be made at intervals to be decided by the Engineer depending upon the progress of work. Payment shall be made only on submission of bills along with measurements and necessary documents by the contractor for scrutiny of the Engineer. The amount certified shall account for all deductions, including statutory deductions as for GST, income tax. etc. recoveries for advance and any amounts due from the contractor, such payments made by the Engineer shall not constitute any final acceptance of the measurements. In case of any discrepancy, the Engineer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books. In such cases, the Engineer shall have the right to recover any amount paid in an earlier bill/bills from any subsequent bill/bills and should the amount to be recovered be more than the amount of the subsequent bills, the contractor shall on demand from the Engineer. Immediately refund the amount to the Engineer within 7 days, failing which he shall have to pay interest @ 1% per month till the said extra amount is paid back by him.
- ii) The contractor shall be liable to submit the Royalty payment receipt as per the applicable norms and the prevailing rate to the extent materials are used on the project. IRCON shall be free to deduct suitable amount from RA Bill of the contractor if the Royalty payment receipt is not submitted by the contractor before releasing payment. Amount deducted by the Engineer on account of Royalty shall only be released on submission of Royalty payment receipt/ Royalty Clearance Certificate by the contractor. However, Contractor shall be liable to submit Royalty Clearance

Certificate from the concerned authority before releasing the final bill.

- iii) For materials brought to site by the Contractor, the Engineer may allow (interest free) payment @ 75% cost of major materials brought to site for use in the works as secured advance which will normally be paid along with next on account payment. The payment of secured advance shall be made without any bank guarantee but on written request of the Contractor alongwith indemnity bond indemnifying Employer/ Engineer against any loss and/or damages to the materials for which secured advance is sought by the Contractor. The indemnity bond shall be submitted on a non-judicial stamp paper of minimum value of `100/- duly notarized as per the format approved by the Engineer. The Contractor should supply necessary vouchers etc. as evidence that payment has been made by the Contractor for all the materials brought to site for which secured advance is sought by the Contractor. Secured advance shall be paid at the rates derived from the accepted rate of the item(s) for which the materials are to be consumed and procurement rates, whichever is lower. The Engineer's decision as to the Quality, Quantity and value of the materials for which such secured advance is payable will be final and binding on the Contractor. The recovery of secured advance so made will be made from the subsequent on account bills to the extent the materials are consumed in the work.
- iv) The Engineer may on specific request and authorization by the Contractor in writing release payments directly to the Suppliers, sub-contractors or petty contractors of the Contractor from the amount(s) certified, passed and due for payment to the contractor.
- v) In cases of default by the Contractor, the Engineer may without any notice to the Contractor, release payments directly to the suppliers/sub-contractors and/or petty contractors of the Contractor. All such payments shall be recovered with interest @ 1.25% (including administrative charges) per month from the payments due to the Contractor.
- vi) In exceptional circumstances, if the Contractor is not able to make prompt payments to his suppliers affecting supplies of materials and progress of work, the Engineer may (but shall not be obliged to) give assurance to the suppliers for payments against supply of materials/consumables to the Contractor. In this case, the Contractor shall give to the Engineer an undertaking in writing that cost of such materials if not paid by him may be directly paid to his suppliers and recovered from his dues. Such payments shall only be made after receipt of materials at site and verification of the payments by the Contractor. The recovery of such payments shall be made with interest @ 1.25% (including administrative charges) per month from the next payment due to the Contractor. Total payments so made on behalf of the contractor shall not exceed 5% of the Contract value during the entire contract period.
- vii) The decision of the Engineer regarding exceptional circumstances and payments to be made to the suppliers, sub-contractors and petty contractors under the clause Nos. 27.3 (iv), 27.3 (v) and 27.3 (vi) of SCC shall be final and binding on the Contractor. Such payments shall also not relieve the Contractor from any of his liabilities or obligations under the Contract.
- viii) No payment under the contract shall be made to the Contractor before receipt of performance security. The Engineer shall also be entitled to withhold payments under the above sub-clauses in case the Contractor fails to get himself registered under sales tax/labour laws or fails to fulfill his obligation under the contract.

27.4 FINAL MEASUREMENTS AND PAYMENTS

As soon as possible after completion of work, the Contractor shall submit the final bill along with detailed measurements of work done, accountal of the materials, plant and machinery issued by the Engineer and all other statements, supporting documents

required for finalization of the bill including provisions given in sub-clause no. 27.3 (ii) of SCC pertaining to royalty payment. The final bill, measurements and documents submitted by the Contractor shall be scrutinized by the Engineer or his representative and in case the same are found not in order, the Engineer shall direct the Contractor to re-submit the final bill along with all details. On receipt of all requisite details and final bill from the Contractor, the Engineer shall have the final measurements taken, recorded and signed jointly. An account of any plant, equipment and materials issued by the Engineer to the Contractor, shall also be prepared and signed jointly. Based on the final measurements and materials and plant and equipment accountal statements, the Engineer shall prepare the final bill.

“The Contractor shall sign the Engineer’s copy of the Final Bill Account in token of acceptance of the full and final value of the works performed under the contract. The Engineer shall then arrange to make payment against the final bill.”

28.0 MODE OF PAYMENT AND TAX DEDUCTION AT SOURCE

28.1 MODE OF PAYMENT:

- 28.1.1 All payments to the Contractor shall be made through Electronic Clearing System (ECS). The contractor shall furnish his own bank account and banker’s details. All amounts payable to the contractor shall be directly credited to his bank account.
- 28.1.2 In case, the contractor is having his account with a bank not having Electronic Clearing System (ECS), they have to open a bank account with the bank having this facility.
- 28.1.3 All payments to the Contractor shall be made by above means only unless specifically otherwise agreed by the Engineer in special circumstances for petty payments.

28.2 Tax Deduction at Source:

Income tax shall be deducted from the payments credited/released by Employer / Engineers to the Contractor/ Supplier/Service Provider against execution of work as per the Income Tax Act 1961. The deductions shall be made as per prescribed rates prevalent from time to time unless a tax exemption certificate is produced by the Contractor. Amount of tax deduction shall be deposited with the concerned authorities and tax deduction certificate shall be issued by Employer/Engineer. The Employer / Engineer shall deduct at source taxes/duties under any other law/statue as may be applicable at the time of making payments. The Contractor shall furnish to the Engineer PAN (for TDS), as applicable.

The deduction towards income tax shall be made at source from the payments due to the non-resident Contractor/Supplier/Service-Provider as per section 195 of Income Tax Act, 1961.

TDS shall be deducted from running bills at the specified rate as per GST Act.

28.3 Payment through Discounting of Bills on TReDS Exchange:

- a. With introduction of MSME TReDS platform by the Ministry of Heavy Industries & Public Enterprises, IRCON has entered into Master agreement with M/s RXIL (Receivable Exchange of India Limited) for setting up TReDS Exchange where MSEs vendors of IRCON have the option to realize their payment before due date by discounting their bills on MSME TReDS Exchange platform of M/s RXIL.
- b. If MSEs vendors are willing to avail facility of discounting their bills through TReDS Exchange, they will first have to enter Master Agreement with M/s RXIL and share a copy of Agreement with IRCON.
- c. In such cases, after logging in to TReDS Exchange, MSEs vendor is required to create a factoring unit on the basis of invoice after deduction/ recovery of all statutory dues. It

may be noted that the factoring unit shall be verified by IRCON for net payable amount only, i.e. after recovery/ deduction of statutory dues and as per terms and conditions of the Contract Agreement.

- d. In case, the factoring unit gets financed by financiers in the REXIL's TReDS platform Exchange, IRCON's payment liability towards MSEs vendors ceases to the existed. In such cases IRCON, shall make payment to the ultimate financier on the due date of payment as per terms of the Contract Agreement.
- e. In the event of factoring unit remains unfinanced, IRCON shall make the payment directly to the MSEs vendors account through ECS mode.
- f. IRCON shall not be liable for any damages, losses, claims and liabilities (including legal cost) resulting from any of the following:
 - i. MSEs vendor's inability to use RXIL's TReDS platform or its services.
 - ii. any defect in services on the TReDS platform from any participant or any other third party through the site.
 - iii. Unauthorized access by third parties to data or private information of any user/ participant.
 - iv. any matter relating to services however arising, including negligence.

29 FORCE MAJEURE

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

- a) Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- b) The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c) If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 180 days, the contract may be fore-closed with mutual consent by giving a notice of 30 days without any repercussions on either side.
- d) In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.
- e) Works that have already been measured shall be paid for by the Engineer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer/Engineer.
- f) If the contract is fore-closed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer shall have

the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.

- 29.2 If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

(Clause 30 & 31 of SCC & Clause 43, 63 & 64 of GCC of Indian Railways Standard GCC April 2022 with upto date correction slip shall not be applicable for tender valuing upto Rs. 200 Crores (Rupees Two Hundred Crores))

30 CLAIMS: - Not Applicable.

31 SETTLEMENT OF DISPUTES: - Not Applicable

32 COMMUNICATION BETWEEN EMPLOYER/ENGINEER AND CONTRACTOR

32.1 Instructions in writing

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any instructions orally, the Contractor shall comply with such instructions. Confirmation in writing of such oral instruction given by the Engineer, whether before or after carrying out of the instructions shall be deemed to be instructions within the meaning of this sub-clause.

The Contractor shall also be bound to carry out any instructions issued by Client as confirmed in writing by the Engineer.

- 32.2 All certificates, notices, written orders or letters, to be given by the Employer or the Engineer to the Contractor, shall be deemed to have been served, if the same are delivered to the Contractor or his authorized representative, or delivered or left at or posted by speed post/ registered post to the given address of the contractor or Contractor's registered office or principal place of business and essentially delivering the same by e-mail duly attached with scanned copy of such certificates, notices, written orders or letters and proof of dispatch (POD) with a copy to Employer on nominated e-mail address. Such documents shall be deemed to have been received on the day they are left or delivered, or in the case of postal transmission, on the day they would ordinarily have reached but not exceeding 7 days from the date of posting inclusive of day of posting, in any case.

The Contractor shall furnish his postal address/registered office address and e-Mail address for communication.

32.3 Notices or letters to Employer and Engineer

All notices or letters to be given by the Contractor to the Employer or to the Engineer, under the terms of the contract, shall be served by sending by Speed/ Registered post or by delivering the same, to the respective nominated addresses and essentially delivering the same by e-mail to the Engineer duly attached with scanned copy of such notice(s) or letters and proof of dispatch (POD) with a copy to Employer on nominated e-mail address.

32.4 Change of Address

Either party may change the nominated address by prior written notice to the other party. However, either party shall not change their e-mail address during the currency of contract

without obtaining prior mutual consent for doing so.

32.5 Change in constitution of Firm

In case of any change in the constitution of Contractor's firm, the same shall forthwith be notified by the Contractor to the Engineer and the Employer.

33 QUOTATION OF RATES:

The Bill of Quantities (BOQ) consisting of Schedule A, B, C, D, E. listed out the quantities of various items to be executed under the scope of the tender. The tenderer should not quote for individual items. Tenderer is advised to quote % above or below or at par **on single percentage basis** for total cost of Schedule A, B, C, D, E. The Tenderer (s) shall write percentage both in figure and words. **The tender evaluation shall be done on total cost of Schedule A, B, C, D, E.** The rate quoted by the tenderer shall be:

- i) The rates entered in the accepted Bill of Quantities of the Contract, shall be all-inclusive and provide for works duly and properly completed in accordance with terms and conditions of the Contract and processes as mentioned in specifications and drawings (including revised drawings), relevant codes whether mentioned or not in the nomenclature of the item in Bill of Quantities. All rates quoted in the tender shall also deemed to include except specifically provided otherwise in the Contract:
 - The rates quoted shall be firm till the completion of work.
 - The quoted rates shall include transportation cost of material up to Store/depot/Warehouse at Jabalpur/Katni of WC Railway including loading, unloading etc.
 - All materials, labour, tools and plant, stores, centering, shuttering etc.
 - Construction/Erection, maintenance and removal of all temporary works.
 - All watching, lighting, pumping and draining unless otherwise provided for.
 - All barriers and arrangements for safety of the property, utilities, public or employees/workers during the execution of works.
 - All sanitary and medical arrangements for labour camps.
 - The setting out of all works of construction, repair and up-keep of all center lines, benchmarks, reference pillars etc.
 - Site clearance except specifically provided otherwise in the Contract.
- ii) Nothing extra shall be payable over the quoted rates, except as specifically provided in the Contract.
- iii) All rates quoted in the Bill of Quantities shall be deemed to be inclusive of all types of taxes, duties and levies imposed by Central/State Govt. and local bodies such as IGST/ CGST/ SGST/ UGST, Compensation Cess, Labour Cess, Custom Duty, royalties, and other levies. No additional amount shall be paid or claim be entertained on these account by Employer/Engineer.
- iv) For applicable Taxes and Duties, bidder shall be follow clause 7.0 of SCC.
- v) Employer/ Engineer shall deduct cess at prescribed rate as per provision of the Building and other Construction Welfare Cess Act 1996. As per Ministry of Railway Letter no.2008/CE-I/CT/6 Dated 09/07/2008 Labour cess @1% of the cost of construction incurred by employer. The cost of construction shall not be included: -
 - (a) Cost of Land.

- (b) Any compensation paid or Payable to a worker or his in under the worker's compensation act, 1923.
 - (c) Cost of materials shall be outside the purview of cess, when supplied under a separate schedule item.
- vi) The Contractor shall bear the cost of all royalties, fees and other payments in respect of patents, patents right and license(s) which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses/permissions. In case of any breach (whether willfully or inadvertently) by the Contractor of this provision, the Contractor shall indemnify Employer, Engineer and their employees against all claims, proceedings, damages, costs, charges, loss and liability which they or any of them may sustain, incur or be put to by reason or in consequence directly or indirectly of such breach and against payment of any royalties, damages or other money which the Employer/Engineer may have to make to any persons or pay in total to the patent rights in respect of the users of any machine, instruments, process, articles matter or thing constructed, manufactured, supplied or delivered by the Contractor under this contract.
- vii) The inspection charges shall be paid by Contractor to Inspecting Agencies like RDSO/RITES etc. & are to be included in quoted rates. Arranging inspection from the nominated inspecting authority including providing all the inspection facilities shall be responsibility of the contractor.
- viii) Quoted rates shall include transportation cost of material from Contractor's Store/depot/Warehouse at Jabalpur/Katni to sites including loading from Store / depot /Warehouse and unloading, storing at site etc.
- ix) Quoted Rates shall be inclusive of supply of all the sundry materials at site like:- cement, sands, bricks, 15-25 mm or 1" stone chips for concreting, nuts, bolts, washers, sal wood shelves planks, S.W. strips, hylam sheet of thickness 6mm, ferrules, anti-corrosive/Red oxide/ Weather proof/Acid proof paint, MS plates/ angles/ flats, anchor(foundation) bolts, MS clamps, screws, eyelets, PVC bunching tape, buttons, condensor, resistance, varnish, fevicol, soldering/ welding material, copper lug, charcoal, salt, salmoniac, 6 SWG GI- wire, speed board, screen with MS frame, MS pin, boss pin, 6mm rivet, split pin, angle cleats to Drg. No. 22859/T/SE, 1" dia GI pipe, 6/8- SWG soft bond wire, flexible wire, channel pin, heat shrinkable tape, suitable compound for fixing lead wire, 1.5" GI/HDPE pipe, 3/4" thick wood boards, transparent sheet for box, lock for box make Godrej or similar, insulated strip, sulphuric acid, distilled water, cupboard, sunmica, cable fixing clamps, nylon rope, HDPE couplers, end caps, Rotary duct cutter, power sockets, plugs, connectors etc. and any other petty consumables so as to complete the individual job as per schedule description.
- x) Agency should visit the site before submission of their bid to understand the existing Rail Infrastructure and site conditions. During site visit, agency will study new signaling system commissioned on the section, and plan their work in such a way that equipment such as EI, IPS, BPAC etc. are similar to newly commissioned equipment on the section in a contiguous manner for ease maintenance.
- xi) The limit of 25% would apply to the value of sub schedule of BOQ containing SOR items as a whole and not on an individual SOR items, **2% reduction in the accepted rates above shall be applicable on the total amount in excess of 125% & upto 150% of the total original amount of whole of sub schedule containing SOR items (i.e rate reduction will not be done on individual items).**

For variation beyond 150% of the total original amount of whole sub schedule containing SOR items, negotiation should be done and reduction if any should be on whole amount of sub schedule of SOR items. However, in case of NS items/**Non SOR 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).

34 INSPECTION OF MATERIALS:

In addition to what is indicated in General Conditions of Contract, following shall also be adhered to by tenderer: -

- 34.1 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 IRCON.
- 34.2 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/IRCON/employer before the material is manufactured or tendered for inspection.
- 34.3 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 Third party/ IRCON at the manufacturer's factory or any other place as decided by IRCON and material shall be dispatched only after getting approval of IRCON.
- 34.4 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.
- 34.5 The Employer/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. Employer'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.
- 34.6 All necessary facilities (Test and Measuring equipment's and other arrangements) to carry out inspection by RDSO/RITES/IRCON or their representative to carry out test/witness, inspection shall be provided by the Contractor free of cost.
- 34.7 The inspection charges shall be paid by the contractor to the Inspecting Agencies & shall be included in the quoted rates.
- 34.8 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.
- 34.9 In case of any ambiguity or clarification regarding inspection/inspecting agency, decision of employer shall be final and binding on the contractor/firm.

34.10 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 IRCON. IRCON's authorized representative may witness test/sample test/type approval etc. The contractor may start the inspection only after getting the approval of IRCON for inspection.

34.11 **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 IRCON. The contractor shall also submit the inspection pro forma to be approved by IRCON before inspection.
- b) The contractor shall submit manufacture/factory test reports, 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) EI materials like VDUs, DC-DC converter, Portable work stations, interconnecting cables and connectors, wiring materials, Racks, Pre-wired crank handles, cable route marker, furniture's etc., Materials will be of reputed make and inspected by consignee.
- d) 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.
- e) The Contractor shall submit for the client/ employer's approval all detailed test procedures and final schedule for the test.

f) INSPECTION OF WORK

The Indian Railways/engineer or his representative may inspect and test the various portion of work at all the stages and shall have full power to reject all or any portion of work that he may consider to be defective or inferior quality of materials workmanship or design in comparison to what is called for in the specification. In event of rejection of any work already executed and not in accordance with specification as in tender and / or as determined by the engineer or which the contractor has been appraised, the contractor shall carry out alterations/replacements to such work to the satisfaction of the engineer for which no additional expenses will be borne by the IRCON.

35 GUARANTEE/ WARRANTY:

The Contractor shall guarantee the Works (including bought-outs) for a defect liability period for a duration as per Appendix to tender from the date of issue of Completion Certificate against inadequacy in design, if design is by Contractor, defective materials, and error in detailing work, faulty workmanship etc. The Guarantee / warranty period shall be 12 (twelve) months from the date of issue of completion certificates for respective stations.

In the event of any inadequacy, defect, error, fault occurring during the Guarantee Period, it shall be the responsibility of the Contractor to rectify the same with no extra Cost to the Employer.

The Defect Liability Period shall stand extended by the period during which the work is not capable of being operated/used as a result of such repair/replacement. Further, the

repaired/new components shall also be guaranteed for duration as per Appendix to tender from the date of Completion Certificate of the component.

Defective material shall be replaced within 30 days of upon receipt and with all reasonable speed, by considering the requirement of the service.

36 PACKING & MARKING:

36.1 All the materials shall be dispatched in **best quality** non-returnable packing.

36.2 The material shall be securely packed and each packing will be marked as per specifications.

- a) The contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.
- b) All containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor shall be considered as non-returnable and their cost as deemed to have been included in the contract price.
- c) Each bale or package, delivered under the contract shall be marked by the Contractor at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the consignee, the gross weight of the package and the name of the contractor with a distinctive number of mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory as regard quickness of drying, fastness and indelibility.
- d) Materials and Equipment meant for each station shall be packed in separate boxes and marked with the name of station, consignee and railway.
- e) The inspecting officer may reject the stores if the stores are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be binding on the Contractor.
- f) Each bale or package shall contain note specifying the name and address of the Contractor the number and date of the acceptance of tender and the designation of the Controlling officer.

37 DESPATCH DOCUMENTS FOR TRANSPORTATION OF ALL SUPPLIES BY RAIL & ROAD:

37.1 The Contractor shall arrange to dispatch the following documents to the Employer:

- a) Two (2) copies of Contractor's signed invoice.
- b) Two (2) copies of Delivery Challan and Packing List.
- c) Two (2) copies of Inspection Certificate/ dispatch clearance, if any, issued by the Employer.
- d) Two (2) copies of manufacturer's test certificate.

37.2 The Contractor shall be responsible for obtaining Way Bill, if necessary, and approvals from the authorities for transportation of the Equipment/Structures. The Employer shall use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify

and hold harmless the Employer from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Equipment/Structures to the Site.

- 37.3 The tenderer shall submit, after issue of LOA, MoU with RDSO approved source covering supply of equipment for EI, installation, testing & commissioning of EI by the same RDSO approved source including after sales support required during the Warranty period, before supply of equipment is undertaken.

38 STORAGE AND CONSUMPTION OF MATERIALS AT SITE

- 38.1 The material supplied by contractor shall be taken into Books of Records (Ledger / Material register/DMTR) at the Jabalpur/Katni store or any other suitable place decided by Engineer In-Charge after testing/checking of the material and necessary paper work by IRCONs/WC Railways representative and handed over to contractor for further installation and commissioning in the stations/sections.
- 38.2 The contractor shall arrange suitable storage accommodation (Indoor and Outdoor) at Jabalpur/Katni store or any other suitable place decided by Engineer In-Charge to store the materials. Such type of storage accommodation should have required furniture for necessary paper work to be carried out by engineer. The cost of the accommodation along with security guards and books of records is to be included while quoting of rates. No separate payment will be made to contractor against this.
- 38.3 In case of any materials being provided or arranged by the WC Railways/IRCON representative, the Contractor shall make his own arrangements for storage of same.
- 38.4 In addition to construction of store/depot/warehouse at Jabalpur/Katni or any other suitable location in the section, the Contractor shall also construct suitable Godowns at site of work for storing S&T materials ensuring safety against damage by sun, rain, dampness, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his own cost.
- 38.5 Materials brought to the site by the Contractor/issued from the store to the contractor shall be deemed to be the property of the WC Railway/IRCON. Contractor shall not remove these materials from the site without the written permission of WC Railway/IRCON's Engineer. The safety of these materials shall be the responsibility of Contractor at his own cost.
- 38.6 The contractor shall provide an acknowledgement of receipt of materials as per format enclosed in **Annexure XIV** for the materials issued from the store by IRCON/WC Railway to the contractor.
- 38.7 The contractor shall keep the custody of materials issued to the Contractor like EI system, MSDAC System, Signals, Location Box, Signaling cables, Quad cables, P-way Materials etc. by WC Railway/IRCON after issue of Indemnity bond as per format (**Annexure – XIII**).

39 RECORD OF MATERIALS

- 39.1 The Contractor shall on demand produce to the Engineer original receipts / vouchers/invoices in respect of the supplies. The Contractor shall ensure the materials brought to site are in sealed containers/packing's bearing manufacturers marking.
- 39.2 The above obligations are without prejudice to the other obligations of the Contractor.

40 MAINTENANCE

- 40.1 The Contractor shall maintain the new assets installed/commissioned through this tender for a period of six months from the date of issue of Completion Certificate for respective stations. This includes supply of consumables as per direction of Engineer-in-Charge.
- 40.2 A skilled engineer (degree holder) preferably of OEM shall be deployed for supervision and maintenance of EI for six months after commissioning of EI at the station.
- 40.3 One engineer and two Artisans may be deputed at site of installation for assisting in maintenance of all equipment's for six months after commissioning of the station.
- 40.4 The engineer shall immediately attend the fault if any and rectify the fault free of cost during this period. Fault shall be rectified within reasonable time.
- 40.5 The contractor shall prepare a maintenance plan and the same shall be made available to Engineer. During this period of maintenance supervision if any lacuna is noticed in the functioning as a result of any defect in design or manufacture, the same will be rectified by the contractor at his cost.
- 40.6 During such rectification if any faulty equipment/modules need replacement or repair, they shall be provided by the contractor as his cost.
- 40.7 The contractor shall be responsible to arrange any equipment or modules in addition to all the materials supplied against this contract as spares during commissioning to circumvent any delay in commissioning on this account.
- 40.8 The person engaged by the contractor for Maintenance shall be on roll of contractor and such persons shall not have any claim for their regular appointment or engagement in Railways/IRCON or in any project of Railway/IRCON.
- 40.9 IRCON shall not be liable for any damage or loss to the person engaged by the contractor for Maintenance.

41 LONG TERM AVAILABILITY OF SPARES AND SYSTEM SUPPORT

- 41.1 The tenderer shall give an undertaking to supply on payment all maintenance spares and tools required for the equipment for a minimum period of **08 years**.
- 41.2 The manufacturer shall guarantee that spare parts for the system shall be available for life cycle period. At least two-year notice shall be given to the IRCON/Railways before any equipment or components are discontinued or phased out from the manufacturing plans. This will enable the IRCON/Railways to assess the lifetime requirement of spares needed and order in sufficient quantity prior to stop page of the manufacture.
- 41.3 That the successful tender shall further guarantee that if in case he goes out of production of spare parts, he shall supply the full manufacturing drawings/details along with the specifications of the materials at no cost to the IRCON/Railway, if and when required for the equipment to be fabricated or procure from other sources by the IRCON/Railway.

42 PROVISION OF INSPECTION VEHICLE FOR MOVEMENT (As per Schedule E of BOQ Item):

The contractor shall arrange inspection vehicle (7-seater passenger SUV) maximum six nos. for use of S&T Engineers for project work, as and when needed, as per instruction of Engineer-In charge.

The vehicle shall be deployed within 30 days from the date of issue of LOA and shall continue till completion of work. The above shall also include fuel, fastag/toll tax, mobile oil, driver (with mobile phone & SIM card) etc. with availability as per Ircon Engineer's requirement.

43 PROPORTIONATE PAYMENTS FOR TRENCHING:

43.1 For areas where it is not possible to dig trenches up to 1.2 meter for telecom/1 meter for signaling as specified in the BOQ item due to unavoidable circumstances for reason not envisage like presence of high water table at a particular area etc., the depth of the trench shall be decided by the IRCON/Railway site engineer. The contractor shall get the proportionate rate (according to the formula as defined below) of trenching of BOQ item for depth up to which the trenching has been done.

a) For Signalling trench (normal depth 1 meter)

If a is the depth of which trenching has been done, R is the per meter rate of trenching for depth 1 meter;

Total rate admissible per meter of trenching shall be = $R*(1.25*a-0.25)$

b) 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 = $R*(1.25*a-0.3)/(1.2)$.

44 GENERAL TRAINING imparted during Inspection/testing & Commissioning:

Training of IRCON/Railway officials shall be imparted as per the following: -

Maintainer's Staff training at Site/Onsite Training as per Indian Railway Practice for EI, IPS, MSDAC etc. Training on major subjects / equipment, as per practice followed in Indian Railways, for IRCON/Railway official shall be organized. The training shall be imparted to get construction / operation details of the equipment. This should also help in maintenance of the materials / equipment by IRCON/Railway officials. The cost of the training shall be deemed inclusive in the quoted rates.

45 Responsibility for the contractor material:

45.1 The IRCON / Railway Administration will not be responsible for loss or damage to the contractors materials, equipment, tools & plants due to floods, theft or any other cause or causes whatsoever.

45.2 The contractor shall be held responsible for any damage to Railway property like telephone lines, cables which may be caused by any of his action in connection with or in the execution of the work. In this regards, Necessary action should be taken against the contractor as per WCR railway rules and practice.

45.3 **Risk in the Stores:**

The contractor shall perform the contract in all respect in accordance with the terms and conditions thereof. The materials and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier or in the joint possession of the contractor, his agents or servants and the Purchaser, shall remain in every respect at the risk of the contractor, until their actual delivery to the consignee at the stipulated place or destination or location as provided in the Contract Agreement. The contractor shall be responsible for all losses destruction, damage or deterioration or theft of the stores/ materials from any cause whatsoever while the materials after approval by the inspecting officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the consignee. The contractor shall alone be entitled and responsible to make claims against transporting carrier in respect of non-delivery, short delivery mis-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the contractor for transmission to the consignee.

46.0 PATENTS:

46.1 The tenderer is prevented from using any patented detailed drawings, process or patents without the previous consent of the owner of such patent etc. The tenderer for the use of such patented drawings, process should bear the royalties payable to the patents.

46.2 The tenderer is also required to indemnify the Railway against all costs and expenses arising from any claim or action being brought against the Railway for infringement of letters of patents.

47.0 SAFETY MEASURES:

The following measures should be adopted to ensure safety of the trains as well as work force.

47.1 The contractor shall not start any work without the presence of competent Supervisors at site.

47.2 Wherever the road vehicles and/or machinery are required to work in the close vicinity of railway line, the work shall be so carried out so that there is no infringement to the Railways schedule of dimensions. For this purpose, the area where road vehicles and/or machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning/reversal of road vehicles/ machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.

47.3 The look out and whistle caution orders shall be issued to the trains and speed restrictions imposed where considered where necessary for protection of trains.

47.4 The supervisor/workmen should be counseled about safety measures.

48.0 Notices or letters to Employer and Engineer.

All notices or letters to be given by the contractor to the Employer or to the Engineer, under the terms of the contract, shall be served by sending by Speed/Registered post or by delivering the same, to the respective nominated addresses and essentially delivering the same by e-mail to the Engineer duly attached with scanned copy of such notice(s) or letters and Proof of Dispatch (POD) with a copy to Employer on nominated e-mail address.

49.0 Signing of "No Claim" Certificate:

At the time of signing of the Final Bill, prepared based on the final measurements and account statements, the Contractor shall submit a "No Claim" Certificate along with a list of unsettled claims, if any, to the Engineer.

The Contractor shall not be entitled to make any claim whatsoever against the IRCON & Railway under or by virtue of or arising out of this contract, nor shall the IRCON & Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a No Claim Certificate in favor of the IRCON & Railway.

The Contractor shall be precluded from disputing the correctness of the item covered by "No Claim" Certificate. In case, the Contractor submits a list of unsettled claims along with the "No Claim" Certificate, he shall not be entitled to submit any additional claims, other than those submitted along with "No Claim" Certificate in the Appendix of the "No Claim" Certificate, provided such claim shall not include the claim(s) which has become final as provided under monthly settlement of claims, in any subsequent proceeding for dispute resolution

The "No Claim Certificate" furnished by the contractor shall be treated as the "Discharge Certificate" by the Contractor, which discharges the Employer from all liabilities under the contract and the contract get discharged/closed conclusively for both the parties, except as provided hereinabove

50.0 UPDATION OF LABOUR DATA ON INDIAN RAILWAYS SHRAMIKKALYAN PORTAL BY CONTRACTOR:

The contractor will update the Labour Data on Indian Railways Shramik Kalyan Portal as per clause 55 C of IRGCC (April 2022) Part II with up to date correction slip.

51.0 JURISDICTION OF COURTS:

Jurisdiction of courts shall be New Delhi only, in exclusion of other courts.

52.0 Royalty

"If there is any Change to the existing rates of Royalties of the state / Central Governments or levy of any new type of Royalties or substitution of existing Royalties after the last date of submission of tender, it shall be borne by Employer/Engineer. The increase or decrease in the liability on this account will be dealt with accordingly. Increase in liability shall be reimbursed as per actual on submission of computation of increased liability statement with documentary evidences in the form of challans / returns of the Contractors/ suppliers to the satisfaction of Employer/Engineer. Similarly, in case of reduction, the benefits of reduction in liability shall be passed on to Employer/Engineer immediately commencing from the first periodical return falls due. Computation of decrease in liability shall be submitted by the contractors/ suppliers/ service providers, examined and agreed by Employer/Engineer. All the changes in rules and consequent payments should be supported by documentary evidences.

In case the contractor fails to intimate and does not pass on the benefit to Employer, he may be liable to a penal interest for the period for which benefit has not been passed on at the rate of SBIMCLR+3%. In addition to this penalty equal to 10% of amount of benefit shall also be levied in case benefit fallen due has not been intimated to Employer.

Any Amount/Interest/penalty which is required to be paid by Employer/Engineer due to the default by the Contractor / Supplier / service provider to comply with Royalties provisions as prescribed in laws, rules and regulations shall be recovered from the Contractor / Supplier / service provider and adjustment shall be made when mismatch is attended and solved and credit is extended to Employer/Engineer.

The contractor shall be liable to submit the Royalty payment receipt as per the applicable norms and the prevailing rate to the extent materials are used on the project. IRCON shall be free to deduct suitable amount from RA Bill of the contractor if the Royalty payment receipt is not submitted by the contractor before releasing payment. Amount deducted by the Engineer on account of Royalty shall only be released on submission of Royalty payment receipt/ Royalty Clearance Certificate by the contractor. However, Contractor shall be liable to submit Royalty Clearance Certificate from the concerned authority before releasing the final bill.



ANNEXURE-VIII

(Ref. Sub-clause 3.1 iii) of Special Conditions
of Contract)

(to be executed on a non-judicial stamp paper of `100/- only)

BANK GUARANTEE FOR ADVANCE PAYMENT

To

IRCON INTERNATIONAL LIMITED,

[Acting through (Tender Inviting Authority) & Address] Designation & Address

_____ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of contract, Sub-Clause ____ (“Advance Payment”) of the above-mentioned contract, _____ *[name and address of the Contractor]* (hereinafter called “the Contractor”) shall deposit with _____ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ *[amount of Guarantee]*, _____ *[amount in words]*.

We, the _____ *[name of bank]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to IRCON INTERNATIONAL LIMITED on their first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ *[amount of Guarantee]*, _____ *[amount in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between IRCON INTERNATIONAL LIMITED and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract upto _____ (until IRCON INTERNATIONAL LIMITED receives/ recovers full repayment of advance along with interest accrued thereon from the Contractor).

We, the _____ Bank further agree that this guarantee shall be invocable at our place of business at New Delhi/ NCR/ Project HQ (Indicate detail address of branch with Code No.)*. The branch at New Delhi/ NCR/ Project HQ is being advised accordingly.

This Bank Guarantee shall be operative only if it is accompanied by a separate advice sent by _____ (Name of Issuing Bank, with address) on _____ (Name of Employer's Bank, with address) IFS Code _____ through Structured Financial Messaging System (SFMS) and authenticated by the Employer's Bank.

Yours truly,

SIGNATURE AND SEAL OF THE GUARANTOR

	Name of Bank:		
	Address:		
	Date:		
*The Bank should indicate detailed address of New Delhi/ NCR/ Project HQ branch along with its Code No.			

ANNEXURE-IX

(Ref. Sub-clause 9.1 c) of Instructions to Tenderers)

(to be executed on a non-judicial stamp paper of ₹ 100/- only)

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Tender Notice No. and date)

Ref: (Bank Guarantee No. and Date)

To

IRCON INTERNATIONAL LIMITED,

[Acting through _____ (Tender Inviting Authority) Designation & Address]

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") intends to submit his bid dated _____ (date) for _____ [name of work] (hereinafter called "the Bid").

AND WHEREAS it has been stipulated by you in the Bid Document that the Bidder shall furnish you a Bank Guarantee by a scheduled bank for the sum specified therein as Earnest Money Deposit as a precondition of submission of the Bid;

AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee as required;

NOW THEREFORE we hereby affirm that;

1. KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ (name of country) having our registered office at _____ (hereinafter called "the Bank") are bound unto IRCON INTERNATIONAL LIMITED (hereinafter called "the Employer") in the sum of ` _____ * [amount of Guarantee], _____ [amount in words] for which payment well and truly to be made to IRCON INTERNATIONAL LIMITED. The Bank binds itself, its successors and assigns by these presents with the Common Seal of the Bank this _____ day of _____ 20__ and undertake and agree to pay unconditionally, without any demur or protest, at once to



the Employer up to the above amount upon receipt of their first written demand, without IRCON INTERNATIONAL LIMITED having to substantiate their demand.

2. We, the _____ [name of bank], and our branch at _____ (Indicate detail address of branch with Code No.), undertake to pay to IRCON INTERNATIONAL LIMITED up to the above amount upon receipt of their first written demand, without IRCON INTERNATIONAL LIMITED having to substantiate their demand, PROVIDED THAT in their demand IRCON INTERNATIONAL LIMITED will note that the amount claimed by them is due to them owing to the occurrence of one or any of the conditions, provided in the Bid documents as precondition for encashment of the Earnest Money Deposit , specifying the occurred condition or conditions.
3. This guarantee will remain valid and in full effect upto and including the date _____ **. Any demand in respect of this Guarantee should reach the Bank not later than the above date.
4. This Bank Guarantee shall be operative only if it is accompanied by a separate advice sent by _____ (Name of Issuing Bank, with address) on _____ (Name of Employer's Bank, with address) IFS Code _____ through Structured Financial Messaging System (SFMS) and authenticated by the Employer's Bank.

DATE _____ SIGNATURE OF THE BANK _____

SEAL

WITNESS _____

[Signature, name and address]

*. The Bank should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as mentioned in the Tender Notice named on top.

** Date to be filled in keeping a margin of minimum 180 days after the last date for submission of Bids as stated in the "Notice Inviting Tenders" or as executed by IRCON INTERNATIONAL LIMITED (through corrigenda).

NOTE: This Annexure IV(AA) is to be attached only with Financial Bid.

Name of Work :

ANNEXURE IV(AA) PROFORMA FOR STATEMENT OF MINOR DEVIATIONS (Refer Clause 6. and 7. of ITT)			
Name of tenderer/firm:			
The following are the particulars of minor deviations from the requirements of the Tender Document:			
Sr. No	Clause	Deviations	Price adjustment for each deviation/s
<p>Note:</p> <ol style="list-style-type: none"> The Tenderer shall indicate price adjustment against each deviation in Annexure IV(AA) of BOQ. This price is the price which the tenderer shall reduce from this tender price if deviation(s) is/are accepted by the Employer. Where there is no deviation, please indicate 'No Deviations'. In case, Performa of deviations is left as blank, it will be construed that the tenderer has not proposed any deviations from tender documents. If the tenderer proposes deviations in tender documents, and/or any other terms and conditions of the tender, other than in this Annexure, it will have no effect. All deviations have been listed and priced in the financial proposal and deviations not priced will be treated as null and void and stand withdrawn. 			

ANNEXURE-X

(Ref. clause 13.2 of Special Conditions of Contract)

(To be executed on non-judicial stamp paper of Rs 100 only)

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To
IRCON International Limited,

[Acting through _____ (Project Incharge) & Address of the Project]

WHEREAS _____ [*name and address of contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute the work of " _____ " [*name of Contract and brief description of Works*] (hereinafter called "the Contract.");

AND WHEREAS it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a Scheduled Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [*amount of Guarantee*], _____ [*amount in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we unconditionally agree and undertake to pay you, without any demur or protest, at once, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [*amount of Guarantee*] as mentioned in demand letter, without requiring you to prove or to show grounds or reasons for your such demand for the sum specified therein, in the first letter of invocation.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to _____ (a date **60 days** from the date of completion of the work).

We, the _____ Bank further agree that this guarantee shall be invocable at our place of business at New Delhi/NCR/Project HQ (Indicate detail address of branch with Code No.)". The branch at New Delhi/NCR/Project HQ is being advised accordingly.

This Bank Guarantee shall be operative only if it is accompanied by a separate advice sent by _____ (Name of Issuing Bank, with address) on _____ (Name of Employer's Bank, with address) IFS Code _____ through Structured Financial Messaging System (SFMS) and authenticated by the Employer's Bank.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank:

Address:

Date:

* The Bank should indicate detailed address of New Delhi/NCR/Project HQ branch along with its Code No.

ANNEXURE-XI

(Ref. clause 13.5 of Special Conditions of Contract)

(To be executed on non-judicial stamp paper of Rs 100 only)

BANK GUARANTEE FOR RELEASE OF 50% OF RETENTION MONEY

To
IRCON International Limited,

[Acting through _____ (Project Incharge) & Address of the Project]

WHEREAS _____ [name and address of contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute the work of " _____ " [name of Contract and brief description of Works] (hereinafter called "the Contract.");

AND WHEREAS it has been agreed by you in the said Contract that the Contractor has option to get release 50% of the Retention Money against un-conditional Bank Guarantee from a Scheduled Bank acceptable to you as security for compliance with Contractor's obligation in accordance with the contract (Sub clause _____).

AND WHEREAS the Contractor has opted to get released the 50% of the retention money against an unconditional Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of Guarantee], _____ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to _____ (till the IRCON International Limited certifies repayment of retention money in accordance with Sub-clause 13.5 of Special Conditions of Contract).

We, the _____ Bank further agree that this guarantee shall be invocable at our place of business at New Delhi/NCR/Project HQ (Indicate detail address of branch with Code No.)*. The branch at New Delhi/NCR/Project HQ is being advised accordingly.

This Bank Guarantee shall be operative only if it is accompanied by a separate advice sent by _____ (Name of Issuing Bank, with address) on _____ (Name of Employer's Bank, with address) IFS Code _____ through Structured Financial Messaging System (SFMS) and authenticated by the Employer's Bank.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank:

Address:

Date:

* The Bank should indicate detailed address of New Delhi/NCR/Project HQ branch along with its Code No.

ANNEXURE-XII

(Ref. clause no.: 16.0 of Special Conditions of Contract)

FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____ (Month/year) between IRCON International Limited, C-4, District Centre Saket, New Delhi – 110017, acting through (Chief Project Manager/Railway Projects, C-4 District Centre, Saket, New Delhi - 110017) (hereinafter called “the Employer/Engineer”) of the one part and _____ (name and address of the Contractor) (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Contractor viz. **Contract No.** _____ (hereinafter called “the Works”, and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- 1 Agreement
- 2 Letter of Acceptance of Tender
- 3 Addendum(s)/Corrigendum(s), if any.
- 4 E-Procurement Notice
- 5 Instructions to the Tenderers
- 6 Appendix to Tender
- 7 Form of Bid
- 8 Special Conditions of the Contract
- 9 General Conditions of Contract
- 10 Technical Specifications
- 11 Relevant codes and Standards
- 12 Drawings
- 13 Bill of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address
of the authorized signatory)

(Name, Designation and address
of the authorized signatory)

Signed for and on behalf of the
Contractor in the presence of:

Signed for and on behalf of the
Employer in the presence of:

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.

ANNEXURE-XIII

(Ref. Sub-clause no.: 38.7 of Special Conditions of Contract)

STANDING INDEMNITY BOND

(FOR ON ACCOUNT PAYMENTS & STORES SUPPLIED BY IRCON)
(On Stamp paper of Requisite Value)

We, M/s..... hereby undertake that we hold at our stores Depot/s at for and on behalf of IRCON (herein after referred to as “the Purchaser”) all materials for which “On Account” payments have been made to us against the contract for “.....” vide letter of Acceptance of Tender No..... dated and the materials handed over to us by the purchaser for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the site custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the purchaser or as he may direct otherwise and shall indemnify the Purchaser against any loss, damage or deterioration what so ever in respect of the said materials while in our possession and against disposal of surplus materials. The said materials shall at all times be open to inspection by any Officer authorized by the Employer/Engineer.

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the purchaser shall be entitled to recover from us the full cost as per prices included in the Contract (as applicable) and also compensation for such loss or damage if any along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time hereafter becomes due to us under the said or any other Contract.

Dated this day of, 20....

for and on behalf of

M/s. (Contractor)

Signature of Witness :

Name of Witness in block letters :

Address :



ANNEXURE-XIV

(Ref. Sub-clause no.: 38.6 of Special Conditions of Contract)

ACKNOWLEDGEMENT

FOR RECEIVING MATERIALS FROM IRCON

STATION :

DATE :

Sub: -Receipt of Materials from IRCON.

It is hereby acknowledged that the following material as detailed has been received in full and good condition by me on

..... at for the work coming under the Agreement

No..... dated

.....

Sl.No. Description of Material Quantity Remarks if any

.....Witnessed by: -

.....

.....

(Signature of Purchaser's Representative with Designation)

(Signature of Contractor or Contractor's Representative)

ANNEXURE-XV

Attached as a separate file CAR Policy

ANNEXURE-XVI

(Ref. Sub-clause no.: 15.3 of Special Conditions of Contract)

Form PER -1

Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in **Sub-clause no.: 15.3 of Special Conditions of Contract**. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position: Project Manager (S&T)
	Name:
2.	Title of position: Engineer (S&T)
	Name:
3.	Title of position: Site Engineer / JE (S&T)
	Name:
4.	Title of position: Wireman / Fitter / Carpenter
	Name:

ANNEXURE-XVII

(Ref. Sub-clause no.: 15.3 of Special Conditions of Contract)

Form PER – 2: Resume of Proposed Personnel

Name of Bidder:

Position		
Personal Information	Name:	Date of Birth:
	Professional Qualifications:	
Present Employment	Name of Employer:	
	Address of Employer:	
	Telephone:	Contact(manager/ personal officer):
	Fax:	Email ID:
	Job Title:	Years with present Employer:

From	To	Company/ Project/ Position/ Relevant technical and Managerial experience

CONTRACTORS' ALL RISKS INSURANCE AND PROFESSIONAL INDEMNITY/ LIABILITY INSURANCES

Doc. No: QMD/2016-12-6/16
No. of Pages: 16 of A4 Size
DOI: December 2016

{The input data is based upon latest policies and guidelines of Public Sector Insurance Companies, Guidelines published by Tariff Advisory Committee, India, GCC of IRCON and personal experience}

CAR Policy is a common word in our Tender Papers and we are used to write the Contractor must have Contractor's All Risk Policy, without going in details about the Policy. However, CAR Policy is not so simple a word rather it has many financial implications. Secondly, the tenders are sometimes handled by our young Engineers, without knowing much about Insurance. Ultimately, if something goes wrong either during tendering or post tendering or during execution stage, Engineers have tough time in defending themselves and of course IRCON.

Professional Indemnity Insurance (PII), Professional Liability Insurance (PLI) are relatively new words in Indian Construction Industry in general and in IRCON tenders in particular.

Here efforts are made to explain these terms i.e., CAR, PII & PLI in details. Hope this Doc. will be useful for Engineers and Finance Personals alike.

CONTRACTORS' ALL RISKS INSURANCE POLICY

DEFINITION

Contractors' All Risks (CAR) insurance is an insurance policy that provides coverage for both damage to a property and third-party injury or damage claims. Contractors' All Risk (CAR) insurance policies are considered non-standard insurance policies.

RISK PROJECTS

Construction projects typically involve two primary types of risk:

- i) Material Damage - covering physical loss, damage or destruction of the property insured by any cause, other than those specifically excluded in the policy.
- ii) Third Party Liability - covering the legal liability falling on the insured contractor as a result of bodily injury or property damage belonging to a third party.

Damage to the property may arise of fire, accidental damages, act of God (wind, flood, earthquake etc.) or any other reasons.

Third party liability cover includes accidental damage to property, injury to person or death of third party. It includes people and property in vicinity to project including persons and properties passing through project area.

Risks often covered under a CAR policy include fire, flood, wind, earthquakes, water damage and mold, construction faults, and negligence. They typically do not cover normal wear and tear, willful negligence, or poor workmanship.

EXPLANATION ON CAR POLICY

CAR insurance is typically taken out either by The (Principal) Employer or Main Contractor jointly by both the employer and the contractor or by any one Individual, with other parties such as financing companies having the option of being named to the policy.

Because multiple parties are included in the policy they each retain the right to file a claim against the insurer, although all parties also have the duty of informing the insurer of any injuries and damages that may result in a claim.

The goal of using a CAR insurance policy is to ensure that all parties are covered on a project, regardless of the type of damage to the property or who caused the damage. Insurers who underwrite this type of policy lose the right to **subrogation**, meaning that if it pays out funds to one party in the contract then it cannot seek to recover those funds from another party in the contract. For example, if the owner of a large building and the contractor working on the building are on the same CAR policy, any costs of damage to the building caused by the contractor can be covered by the building owner when a claim is filed. The insurer, however, cannot seek to recover funds from the contractor.

CAR insurance policy is designed to cover civil engineering projects (of course civil part of Electrical Construction projects is also included) such as buildings, roads, airports, bridges, highways, tunnels, water tanks, sewage treatment plants, etc.

Unless specifically excluded, this "all risk" insurance covers accidental physical loss or damage to contract works during the execution of a civil engineering project. Coverage begins from the commencement of work or after unloading of the first consignment at the project site, whichever is earlier, and terminates on handing over of the works to the principal employer/ client or on expiry of the policy, whichever is earlier.

Coverage can be arranged to include the interest of suppliers/ manufacturers, contractors and Subcontractors and to cover DLP.

EXTRACTS FROM IRCON's GCC and MODEL TENDER PAPER

GCC Clause 9.0 INSURANCE

9.1 Depending on the nature of work, Contractor's All Risk (CAR) shall be obtained by Employer / Engineer at his own cost as per the requirement. Employer/Engineer may take necessary add on covers and voluntary excess specified elsewhere in the contract, which shall be binding on the Contractor. At the time of taking policy, possible time over run, if any, may be taken into account in deciding the period/validity of the policy. The above insurance shall cover the risks normally covered under the

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CAR policy. Any item not covered under the above policy shall be responsibility of the Contractor.

(Only the relevant portion of Clause 9.0 of GCC is re-produced herein)

GCC Clause 22

Damage to Life and Property:

The Contractor shall be responsible for all risks to works, nearby existing structures and life of his supervisors and workmen as also those of Employer / Client or any trespassers from what ever cause in connection with the works until these are taken over by Client / Employer/ engineer. The Contractor shall make good as his own expenses all loss or damages to life and property.

(In fact Clause 22 of GCC has nothing to do with CAR Policy)

**Clause No: 11 of E- Procurement Documents for Civil Works (Part - II)
Issue No: 02 dated 04.04.2016 and Subtending 'Model of Special
Conditions of Contract'**

11. Insurance (Ref. GCC Clause No. 9)

Contractor's All risk Policy (CAR) to be taken by IRCON. A clause should include in the SCC giving details of its coverage. Necessary add on covers and voluntary excess proposed to be taken by IRCON at the time of taking CAR policy.

In example this clause further reads as:

Contractor's All Risk Policy (CAR) to be obtained by the Employer/ Engineer shall have the following add on covers:-

- 1.
- 2.

and the voluntary excess in this policy shall be _____

SOME BASIC INFORMATION ON CAR INSURANCE POLICY

CAR POLICY

CAR policy is specially designed by Insurance Companies to give financial protection to the Civil Engineering Contractors in the event of an accident to the civil engineering works under construction.

WHO CAN TAKE THE POLICY?

The policy can be taken by the principal employer, main contractor, contractor or sub contractor, jointly or separately.

SCOPE

The policy comprises of 2 Sections:

- Section I-Material Damage-covering physical loss, damage or destruction of the property insured by any cause, other than those specifically excluded in the policy.

- Section II-Third Party Liability-covering the legal liability falling on the insured contractor as a result of bodily injury or property damage belonging to a third party.

EXCLUSIONS

The main exclusions under Section I for which no claim is payable, are loss or damage due to:

1. damage due to faulty design.
2. rectification of aesthetic defects of structure not relating to any physical loss or damage to the structure due to any accident, or of material defect or of workmanship defect. The exclusion of defective material / workmanship is limited to the parts of the structure immediately affected and does not apply to any consequential loss to correctly executed items, arising out of the accident due to defective material or workmanship.
3. loss or damage due to gradual deterioration, atmospheric condition, rusting etc.
4. loss discovered only at the time of taking inventory.
5. loss arising out of penalty for delay, non-fulfilment of terms of contract.
6. cessation of work, whether total or partial, and delay.
7. deductible as stipulated in the tariff.
8. assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
9. arising out of deliberate, willful or intentional non-compliance of any statutory provision.
10. arising out of loss of pure financial nature such as loss of goodwill, loss of market etc.
11. arising out of all personal injuries such as libel, slander, false arrest; wrongful eviction, wrongful detention, defamation etc. and mental injury, anguish, or shock resulting therefrom; and infringement of designs, copy right, patent, trade name, trade mark, registered design;
12. arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
13. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
14. directly or indirectly caused by or contributed to by (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; This Policy does not cover liability for claims arising out of;
15. Injury and/or damage occurring prior to the Retroactive Date in the Schedule. Provided always that in the event of any injury or damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company cannot agree when the injury or

damage occurred, then (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury; (b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.

- 16. the deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
- 17. injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such Injury arises out of the execution of such contract.
- 18. liability more specifically insured elsewhere in the contract with Insurance company.

ADD ON COVERS

The policy can be extended to cover the following items :-

- 1. Clearing and removal of debris
- 2. Damage to surrounding property not forming part of the contract work.
- 3. Maintenance visit / extended maintenance cover to cover accidental loss or damage whilst carrying out any rectification during maintenance period and / or any amount required for rectification of such original defects or faults during construction.
- 4. Earthquake
- 5. Third party liability
- 6. Terrorism

COMPULSORY EXCESS

The Insured shall bear as Compulsory Excess the amount or percentage of the -limit of indemnity per any one accident so stipulated in the Schedule attached to the policy. This Compulsory Excess shall be applicable to both (a) death/bodily injury and (b) property damage, inclusive of defence costs arising out of any one accident. The Company's liability shall attach for the claim in excess of such Compulsory Excess (and Voluntary Excess, if any, opted by the Insured).

In fact, this is a known amount that shall always to be paid by Insured whenever there is a claim. In other words, the Compulsory Excess is minimum amount deductible from any claim, which is as per norms of the TAC

VOLUNTARY EXCESS

As the name suggests, it is a willingly chosen option wherein the claim amount is payable by the insurance company only when the amount exceeds the Voluntary Excess (VE) bracket chosen (deducting the VE amount from the claim amount). Choosing this option offers discount on premium.

Choosing a higher voluntary excess will help to bring down the cost of insurance premiums because the insurer won't have to pay out so much in

the event of a claim. But, on the flipside, this means that you'll be the one coughing up the extra cost if you have to claim.

This voluntary excess shall be applicable to both (a) death/bodily injury claims and (b) property damage claims inclusive of defence costs arising out of any one accident. The Company's Liability shall attach for the claims in excess of such compulsory and voluntary excess. The Insured has option to adopt Voluntary Excess and Amount thereupon

Be cautious about opting as this is applicable for each and every claim within the policy year. So while it won't hurt much in initial few claims, more than one claim might become painful.

Example on VE:

Suppose you get a discount of 20 % on your base premium for choosing a voluntary excess of Rs. 2,500. Now consider an admissible claim of Rs. 2,000. Insurer will not be liable to pay this amount as it is lower than VE.

Consider an admissible claim of 10,000. Insurer will be liable to pay 7,500 only. (Claimable amount - VE)

Claimable amount takes into account the other deductions (e.g. depreciation, compulsory deductible, non claimable items etc)

HOW TO SELECT THE SUM INSURED?

The sum insured selected under Section-I (Material damaged) should represent total contract value including the estimated cost of labour charges and cost of materials but excluding profit. The cost of materials supplied by the principal employer/ client is to be decided separately. However, in case of Item Rate Contracts, profit is not excluded while arriving at 'Sum Insured'

In case of long term contracts, there is bound to be escalation in prices. The basic policy will pay only as per the original cost and prices. However escalation clause can be opted for, under which escalation upto 50%, can be selected to take care of such increase in prices.

The sum insured under Section-II (Third Party Liability) should represent as per accident limit (the maximum legal liability that may fall on the insured as a result of an accident at the insured's site). The limit per policy period should be fixed taking into account the maximum number of such accidents which can reasonably be expected to occur.

However, utmost care is to be exercised for ascertaining third party liability, as cost of damage/ claim on account of third party liability is a difficult task.

PREMIUM

For short duration policies (less than 12 months) the entire premium is paid on the day one of purchase of policy. In case the policy period exceeds 12 months, the premium can be paid in quarterly instalments with the first instalment being more by 5% and the last instalment being paid 6 months before expiry of the policy.

PERIOD OF INSURANCE

Unlike other policies where the period of insurance is one year, in this policy the period of insurance should be equivalent to the period of contract, commencing from the date of unloading of the first batch of material at the site of construction and expiring on the date of handing over of the contract work to the principal Employer / Client or Completion of DLP.

Although it is possible to extend the policy period in case of delay in completion of contract, it is always advisable to choose a slightly longer period of insurance initially, to avoid paying the higher extension premium.

HOW TO CLAIM?

In the event of any loss or damage giving rise to a claim under the policy, the following steps should be taken :-

- take necessary steps to minimise the loss.
- inform insurance company immediately and inform the extent of damage#.
- extend full cooperation to the surveyor deputed by the company.
- submit duly filled in claim form along with necessary documents to substantiate the financial loss suffered as a result of the accident.

In one of the project, while cutting the hill to make access road, a large land slide occurred and a Bulldozer (D-50) and a compressor (325) got buried under the rock mass. Luckily no human injury occurred. When the surveyor came to site, he was told about the damage of Bulldozer only. After some days, it was understood that when slide occurred compressor was also there and that also got struck in debris. Some difficulties were experienced to get enter the damage of compressor in the claim form. As concluded from experience it was understood that the damaged machinery should be repaired either from the agency authorised to repair that make of equipment or from the agency named in the authorised list of Insurance company.

Further, from past experience it may be concluded that

1. select a good insurance company for purchasing CAR Insurance Policy,
2. develop good rapport with the local manager of insurance company.
3. if any claim or part of claim is not accepted by the insurance company, don't be panic and don't change the insurance company rather try to find the reasons for rejection of claim or part thereof.
4. The repairing of damaged stuff should be got carried out from the authorised dealer or if works are damaged, proper orders, measurements and photographs of different stages should be maintained.

Note: The above given details are indicative, not exhaustive. Please contact your nearest Insurer's office before purchasing the policy.

TARIFF ADVISORY COMMITTEE (TAC), INDIA

Tariff Advisory Committee (TAC) in India, with its HQ at 6, K. Dubash Marg, Mumbai - 400 023 - controls and regulates the rates, advantages, terms and conditions that may be offered by insurers in respect of Indian General Insurance Business relating to Fire, Marine (Hull), Motor, Engineering and Workmen Compensation.

Tariff Advisory Committee has been designated by Insurance Regulatory and Development Authority of India (IRDA) as the data repository for the non-life insurance industry. The transaction level data on Motor, Health and other lines are being collected for the Repository presently.

WHAT ACTION PH and / or MANAGER/ ENGINEER FORMULATING TENDERS SHALL TAKE ON CAR INSURANCE POLICY

While formulating the Tender papers for subletting the works, PH and / or Manager/ Engineer In-charge should take care of the following:

1. Read the Contract entered into by IRCON with Principal Employer/ Client regarding whether the Principal Employer/ Client shall take/ has taken the CAR Policy for the entire project, or
2. The Main Contractor i.e., IRCON is instructed to take CAR Policy for the project either in Name of Client or Joint Name or in name of IRCON.
3. Also check the Contract, the CAR Policy amount shall be reimbursed or not.
4. In Cost Plus Projects, if the Contract Conditions with Client allows, it is advisable to pass on the liability of CAR Policy with the Sub-contractor.
5. In Fixed Fee type contracts, again check the Contract Conditions with Owner Deptt. and if possible, it is advisable to pass on the liability of CAR Policy with the Sub-contractor.
6. In Item Rate Contracts, the original tender should be checked to find the loading for CAR Policy taken care of and where to adjust the CAR Policy premium.

The Compulsory Excess, Voluntary Excess, Inclusions, Sum Insured and, Period of Insurance should be decided after comprehensive discussion among PH, FH, Finance Head.

However in all the above cases, PH and / or Manager/ Engineer formulating tenders must discuss the issue of CAR Policy with concerned FH and Project Finance Member and Finance Deptt. as Insurance is to mitigate the risk but with large premium cost. Thus a balance between insurance premium and risk to be analysed and evaluated.

Many a times, Insurance Policy is obtained on the lines as provided in Contract Documents with Client including exclusions, inclusions, excess amount, period of cover, amount of cover etc.

Whatever is finalised, accordingly Clause No: 11 of E - Procurement Documents for Civil Works (Part - II) Issue No: 02 dated 04.04.2016 and 'Special Conditions of Contract' should be revised, giving reference to Clause 9.0 of GCC.

**PROFESSIONAL INDEMNITY INSURANCE (PII),
PROFESSIONAL LIABILITY INSURANCE (PLI),
CONTRACTOR'S PROFESSIONAL LIABILITY (CPL)**

SYNOPSIS

In India, Professional Indemnity Insurance (PII), Professional Liability Insurance (PLI) and Contractor's Professional Liability (CPL) are comparatively new type of insurance covers. In Global Tenders called by Govt. of India Departments and in overseas tenders the clause on PII or PLI or CPL invariably exists.

Indemnity and Liability are two types of insurance that protect your business/ project against legal claims. Making sure you have the right cover for indemnity and liability is vital to your business project.

Professional is anyone who is relied upon for his/her expertise - a designer, engineer, doctor, architect, surveyor, accountant, lawyer, IT consultant, real estate agent, personal trainer, hair dresser or management consultant.

Professional Liability Insurance (PLI) protects you and your business/project against the financial risk of being sued and liable for personal injury, property damage and economic loss, in delivering your professional services.

Professional Indemnity Insurance (PII) protects you and your business/project against claims for negligence or breach of duty arising from an act, error or omission in the performance of professional services.

Contractors' Professional Liability (CPL) Insurance protects the contractors that provide design and building (and construction) services, and provides coverage of errors made by the contractor as well as errors made by third-parties hired by the contractor, such as engineers. Basically speaking, CPL provides coverage for damages arising out of acts, errors, and omissions from professional services performed by or on behalf of any construction firm, be it by a general contractor, design-builder, construction manager (at-risk or agency), or specialty subcontractor.

All these three insurances, PLI, PII, CPL are Non- General Insurances for construction projects (and other similar services provided by other professionals such as Doctors, Lawyers, Consultants, Advisors, Legal Experts etc.) Each policy covers the different risks.

PII or PLI or CPL more commonly known as Errors & Omissions (E & O) Insurance, is a form of liability insurance that helps protect professional advice and service-providing individuals and companies from bearing the full cost of defending against a negligence claim made by a client, and damages awarded in such a civil lawsuit. The coverage focuses on alleged failure to perform on the part of, financial loss caused by, and error or omission in the service or product sold by the policyholder as in individual capacity or on behalf of a company.

Here the discussion is restricted to Professional Indemnity Insurance (PII) and Professional Liability Insurance (PLI) being used in Indian Construction Industry and as of now CPL is not frequently used.

RATIONALE OF INDEMNITY/ LIABILITY INSURANCES

The General Insurance Policy will only respond to a bodily injury, property damage, personal injury or third party injury claim, due to reasons of fire, accidental damages, act of God (wind, flood, earthquake etc.) riots, terrorism etc. Other forms of insurance covers employers, public and product liability. CAR Policy insures the physical loss, damage or destruction of works, in general. But various professional services and products can give rise to legal claims without causing any of the specific types of harm or due to failed product (design or advice or similar any other service) covered by PII or PLI or CPL policies. Common claims that such insurances cover are negligence, misrepresentation, violation of good faith and fair dealing, and inaccurate design/ advice.

Examples:

Suppose a track designed for speed potential of 300 KMPH, is found fit for speed up to 250KMPH only. Thus the track fails to perform properly, it may not cause physical, personal, or third party damages, therefore the general liability policy would not be triggered; it may, however, directly cause financial losses which could potentially be attributed to the designer's misrepresentation of the product capabilities.

Claims for these losses such as losses from business interruption, cost to redesign, repair or replace the failed product itself against the designer may be covered by a professional insurance.

PII and PLI are almost similar with the technical difference as per their definition:

PII protects against claims for alleged negligence or breach of duty in the performance of professional services, whereas,

PLI protects against the financial risk, property damage and economic loss in delivering professional services.

DEFINITION (CONSTRUCTION PROJECTS)

Professional Indemnity / Liability insurance is to cover the Client against any loss suffered by the Client due to the professional service provided by the Consultant and in turn the policy protects the Consultant against financial losses and against accusations; and safeguards the personal and business reputation.

EXPLANATION ON PROFESSIONAL INDEMNITY/LIABILITY INSURANCE POLICY

Designing of structures for any project can be a complex process involving many parties, including architects, designers, engineers, contractors, and other specialists. In today's world, very sleek, enormously long, aesthetically good and unique structures are designed. This practice exposes designers to

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more risk. Professional Indemnity/ Liability Insurances are designed to protect designers/ Design & Built Contractors from these risks.

Policies are designed to cover risks not covered by commercial general liability insurance, which may not include professional liability exclusions. The professional liability policy offers third-party liability protection, first-party indemnity, as well as pollution liability. Damages that are covered include economic loss and costs associated with repair.

Professional Indemnity Insurance and Professional Liability Insurance are the two insurance covers that often cause confusion among Engineers and something among Accounts personals also. Efforts are hereby made to explain the differences:

We all know that insurance is a precautionary step to protect individual/ company in case of a mishap or peril. We insure ourselves and our assets to safeguard against any future mishap. But in life insurance or when we are insuring our valuables like home and jewellery, liability and indemnity clauses are not in the picture as upon death of the insured individual no third party is liable for death and the insurance company just pays the sum assured in the eventuality of death to the family of the deceased. Liability is, however, invoked when death is accidental, and there is a party who is responsible for the mishap or accident. Indemnity is a clause that makes the injured party whole again should there be damage to him because of the acts of commission or omission on the part of the policy holder. Professionals like doctors often indemnify themselves from claims should there be a complication arising because of their treatment of a patient.

Coming back to subject, PII and PLI both are non-general insurances, but what each insures against is different. Professional Indemnity deals with intangibles, rather than injuries, it protects against financial losses caused by advice given, negligent design, specification, data breaches, or issues with intellectual property. Whereas, Professional Liability covers legal liability and is there to protect your business against the financial risk of for death, bodily injury, damage to property suffered by any third party including members of the general public or other business you work with.

Designers can purchase standing professional liability/ indemnity insurance policy that covers all work that they performs, but can also purchase a policy that covers specific projects with finite time frames. In European countries first form of indemnity insurance is mainly used where as in India second form is used by top class designers.

WHAT IS PROFESSIONAL LIABILITY INSURANCE

Professional liability policies usually have some form of professional services exclusion, similarly professional indemnity policies often contain exclusions relating to personal injury or property damage claims, unless arising out of a breach of professional duty.

Public Liability insurance covers legal liability for claims arising out of personal injury or property damage as a result of an occurrence in

Connection your business activities. "Connection" is considered to require actual or alleged causation by your business.

Professional indemnity generally covers legal liability for claims arising out of an actual or alleged breach of your professional duty. A professional duty of care generally includes the provision of professional services including design, advice or formula.

Professional Indemnity protects against:

- Allegations of negligence, and
- Claims of malpractice and professional misconduct.

Professional Indemnity Insurance protects policyholders against two types of financial loss:

- The legal costs of investigating and defending a claim made against you and/or your business, and
- Any amounts payable in relation to the claim.

Professional Indemnity Insurance (PII) provides insurance cover against claims of negligence. It is widely used where professional services are being provided to a developer or contractor, and will provide insurance up to a specified insured sum where negligence is proven to have been committed on the part of the service provider/ designer/ consultant.

Professional liability insurance policies are generally set up based on a claims-made basis, meaning that the policy only covers claims made during the policy period.

Examples:

1. Suppose a car is designed with particular parameters, fastenings and for a particular speed potential and the designer has submitted the professional liability insurance for 5 years. For any damage occurred due to design failure after 5 years, the designer can't be held responsible. PII will cover the cost of defending any claim in addition to covering any compensation or damages that are awarded up to the limit you have selected.
2. An architect designs a new building for a customer but during construction major design flaws are discovered leading to it being demolished and work having to start again.
3. Financial advice given by an Accountant leads to the customer suffering financial loss.
4. Kitchen fitter finalises the installation but it doesn't match the customers agreed plans. The customer decides to sue for damages, for flawed design.
5. A new IT installation for a major customer is delayed which loses them business. The freelance Project Manager is indicated in the delay for planning deficiencies and is then sued.

Professional Liability Insurance protects from the risks you face in delivering your professional services. Some does and doesn't of PLI cover are:

What is covered?

- Alleged or actual negligence
- Defence (legal) costs
- Personal injury (e.g., defame (libel) or insult (slander)
- Copyright infringement
- Temporary staff and independent contractors
- Claims and damages

What is not covered?

- Bodily injury or property damage
- Fraudulent acts
- Employment matters
- False advertising
- Patents and trade secrets
- Personally identifiable information

Examples of scenarios where you would be protected by Liability Insurance;

- A plumber damages a pipe, which leaks into a business's server room - not only causing thousands of rupees worth of property damage but the resulting damage means the business is unable to carry on work for several weeks.
- A builders scaffolding doesn't have sufficient safety netting and one of his employees slips and drops his tools, which then injures an innocent bystander waiting for a bus.

SOME IMPORTANT TECHNICAL TERMS USED IN PII/ PLI

NON-DISCLOSURE

Disclosure means disclosing all facts that are material. Material facts are matters that would have affected the mind of a prudent insurer in deciding whether to accept a risk and, if so, on what conditions and at what premium. This involves disclosing all material facts that are actually within the knowledge of the person seeking the insurance and this duty is not limited by what the person applying for the insurance thinks is relevant. It is clear that facts which show that a risk is not an ordinary risk, but a greater risk than the ordinary, are material for this purpose.

It is also important to inform insurers at the earliest possible moment of a potential claim. This gives insurers the chance to advise the insured and to mitigate risks. A cautious approach should be taken here, and insurers should be informed of any direct criticism even if it appears minor or unjustified.

COLLATERAL WARRANTY

On a construction or engineering project, a collateral warranty is a contract under which a professional consultant (such as an architect, designer), a building contractor or a sub-contractor warrants to a third party (such as a Project Financer or Tenant) that it has complied with its professional appointment, building contract or sub-contract responsibilities.

Collateral warranty concept is not in much use in India.

RUN-OFF COVER

The end of liability insurance period does not necessarily mean that the possibility of claims has come to an end. Claims can arise for years after projects have been completed and it is important that practitioners maintain professional indemnity insurance for as long as such a risk exists. This is also known as Run-off Cover.

As the likelihood of a claim reduces as time progresses, so the cost of a run-off policy should reduce year on year. Some insurers offer run-off policies payable with a one-off premium. This can reduce the uncertainty of ongoing premium payments.

EXCLUSIONS

The Professional Indemnity Insurance policy does not cover a claim made against them in respect of:

1. Any criminal act or any act committed in violation of any law or ordinance
2. Services rendered while under the influence of toxicants or narcotics
3. Any third party public liability
4. Any condition caused by or associated with AIDS
5. Rising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc. and resultant mental injury, anguish or shock
6. Infringement of patents, copy-right, content, trade name, trade mark, registered design
7. Assumed by the insured under agreement and which would not have attached in the absence of such agreement.
8. Deliberate, willful or intentional non compliance of any statutory provision.
9. Non-compliance with technical standards commonly observed in professional practice, laid down by law, or regulated by official bodies
10. Loss of pure financial nature such as loss of goodwill or loss of market
11. Any dishonest, fraudulent criminal or malicious act or omission
12. Fines, penalties, punitive or exemplary damages.
13. Professional services rendered by the Insured prior to the Retroactive Date in the Schedule.
14. Deliberate conscious or intentional disregard of the insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
15. Injury to any person under the contract of employment or apprenticeship with the insured their contractor(s) and/or Sub-Contractor(s) when such injury arises out of the execution of such contract.
16. War and nuclear perils

For the party taking out the insurance, the policy will also cover the cost of defending claims of negligence made against it, subject to the insured party paying the initial excess set out in the policy. The policy will not usually provide cover against allegations of criminal behaviour, nor against allegations of non-negligent workmanship.

WHO CAN TAKE THE POLICY?

The policy is meant for professionals. This includes Doctors and medical practitioners - like physicians, surgeons, cardiologists, pathologists etc. Medical establishments - which covers legal liability falling on the medical establishment such as hospitals and nursing homes, as a result of error or omission committed by any named professional or qualified assistants engaged by the medical establishment.

Engineers, Designer, Architects and Interior Decorators, Lawyers, advocates, solicitors and counsels, chartered accountants, financial accountants, management consultants either in individual capacity or as a company.

HOW TO SELECT THE SUM INSURED?

In Professional Indemnity Policy, the sum insured is referred as Limit of Indemnity. This limit is fixed per accident and per policy period which is called Any One Accident (AOA) limit and Any One Year (AOY) limit respectively. The ratio of AOA limit to AOY limit can be chosen from the following:

- a) 1:1
- b) 1:2
- c) 1:3
- d) 1:4

The AOA limit, which is the maximum amount payable for each accident, should be fixed taking into account the nature of activity of the insured and the maximum number of people who could be affected and maximum property damage that could occur, in the worst possible accident.

In the case of Professional Indemnity policy issued to engineers, architects, interior decorators, lawyers, advocates, solicitors, counsels, chartered accountants, financial accountants and management consultants, the Any One Accident (AOA) limit is restricted to 25% of the Any One Year (AOY) limit.

HOW TO CLAIM?

The term "liability" means responsibility and "legal liability" means responsibilities which can be enforced by law. Legal Liability may be classified into Criminal Liability and Civil Liability. Only Civil Liability claims are payable, and require submission of application to court of law.

Civil Liability claims will arise if there is prima facie evidence of negligence by the insured / designer/ consultant.

Negligence will be proved only when following conditions are satisfied:

'Existence of duty of care: Breach of this duty - property/ structure/ services damaged as a result of that breach.'

In case of any event likely to give rise to a liability claim as described above, insurance company should be informed immediately. In case any legal notice or summons is received, it should be sent to the insurance company, if such situation is included in insurance. The company has the option of arranging the defence of the case.

The event giving rise to the claim should have occurred during the period of insurance or retroactive period and the claim first made in writing against the insured during the policy period. The maximum amount payable including defence cost will be the AOA limit selected. The Any One Year limit will get reduced by the amount of claim or indemnity paid for any one accident. Any number of such claims made during the policy period will be covered subject to the total indemnity not exceeding the Any One Year limit.

The policy will not pay for claims arising out of contractual liability, intentional non-compliance of any statutory provision, loss of goodwill, slander, fines, penalties, libel, false arrest, defamation, mental injury etc.

Note: The above given details are indicative, not exhaustive. Please contact your nearest Insurer's office before purchasing the policy.

*** END OF DOC.***

Q M D

SECTION – 1
SAFETY

1.0 The Safety may be defined:

1. State of being "safe", the condition of being protected from harm or other non-desirable outcomes. Safety can also refer to the control of recognized hazards in order to achieve an acceptable level of risk.
2. Relative freedom from danger, risk, or threat of harm, injury, or loss to personnel and/or property, whether caused deliberately or by accident.
3. Safety means keeping yourself and others free from harm or danger. It also means to avoid accidents by being careful with what you are doing.

Construction is one of the most dangerous industries. Be it a fall, a mechanical malfunction, Men–Machine Interaction, or problems with exposure, construction workers can face serious injury while on the job. A good Safety Management System can go a long way to help prevent accidents and occupational hazards. The purpose of the Safety (& Occupational Health) Services for the staff/workers is:

- a) Identification & assessment of the risks from various hazards in the work place.
- b) Advising on planning & organization of work & working practices.
- c) Providing advice, information, training & education on Safety.
- d) To implement the requirements as per ISO Standards, and IS Specs. such as IS: 18001, IS: 3786, IS: 15656, BOCWA - 1996.

1.1. Contractor's Safety Organization:

To make successful implementation of the safety plan, the contractor/agency shall formulate the Safety Organization at project. Safety organization consists of:

- a) Safety Officer^{1}
- b) Safety team members (all engineers / supervisors working at sites)

{1} If the Contract Price is equal or more than Rs. 25 Crore, then a full time qualified Safety Office^{2} is to be appointed by the Contractor. For works having Contract Price less than 25 Crore, an Engineer (Degree in Engineering) can be nominated as Safety Officer^{3}

{2} Minimum Qualification of Safety Officer: Any one of the following:

- i) B.Sc. / Diploma in Engg. with Advanced Safety Management Diploma from Central Labour Institute / Regional Labour Institute at Mumbai/ Chennai / Kolkata / Kanpur and Faridabad (Haryana)

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- ii) B.Sc. (Physics/Chemistry/Maths) with one year Full Time Advanced Safety Diploma from NICMAR, Hyderabad,
- iii) B.Sc. (Physics/Chemistry/Maths) with one year Full Time Diploma in Safety Engineering offered by West Bengal State Technical Education Departments and similar courses by other states
- iv) Degree in Science / Diploma in Engineering with Govt. recognized Safety Diploma from Correspondence Course of NICMAR, Annamalai University, National & State Productivity Councils, other state Technical Education Boards etc.
- v) Graduate in any discipline and International qualifications like CSP (Certified Safety Professional), NEBOSH (National Examination Board in Occupational Safety and Health, UK)

{3} For nominated Safety Officer :

- i) Degree in Engineering or Technology or Architecture with practical experience of at least 2 years;
- or
- ii) Diploma Engineering or Technology with practical experience of at least 5 years

1.2 Responsibilities & Accountability of the Contractor / Agency

It is the obligation of all Contractors, Sub-contractors and their petty contractors to become familiar with and adhere to the provisions of the Safety (and Health & Environment) Management System as per relevant ISO standards, IRCON's Safety, Health, and Environment (SHE) Policy, and contractual obligation to provide a safe and healthful working environment for their employees and for the persons at the site who may be affected by their work.

The contractor/agency shall submit CVs of Safety Officer/s for engagement at site/s.

1.3(i) Documented Information: The contractor/ Agency shall formulate and maintain the following documents:

1. Development of Safety (& Health) Monitoring Plan
2. Setting of 'Safety & Health Objectives' of the project or particular process of the project
3. Maintaining of Applicable Legal & Other Requirements Register and to ensure that all statutory and Safety (& health) requirements are being met.
4. Implementation of BOCWA - 1996
5. Identification of hazards for each activity and analyze the corresponding risks. The preparation and implementation the control procedure to eliminate / substitute/ minimize the risk.

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6. Maintenance all equipments, tools, tackle & implements in a safe & serviceable condition.
7. Periodic testing & servicing of all the tools & tackles is to be ensured and testing records to be maintained.
8. Ensure 'Permit To Work' for all hot works and other critical works.
9. For Electrical Works ensure 'Lock Out, Tag Out'
10. All near miss should be reported to IRCON
11. Complete and promptly submit an accident, unusual occurrence or dangerous incident reports.
12. A plan should be in place to face any Emergencies concerning Safety
13. Emergency Control Procedures
14. Training Records
15. Records of Internal Audits

1.3 (ii) Provision of Safety Protection Arrangements at Sites: The contractor/ Agency shall make the following provisions at sites:

1. Safety Induction Training should be provided to each and every one before deploying at site. The induction shall include, but not limited to:
 - a. Safety requirement.
 - b. Fire prevention.
 - c. Emergency procedures.
 - d. Security requirement.
 - e. Housekeeping procedures.
 - f. Use Personal Protective Equipment as required.
2. The Contractor shall issue the identity card to each and every person engaged related to the contract works.
3. Sufficient Numbers of Safety and Health Related Posters to be displayed at site.
4. Safety instructions regarding use of P & M shall be pasted at appropriate places.
5. Conduct daily "Toolbox Meeting" before start of work and keep the records.
6. Organize safety meetings with Safety Officer as chairman at least once in a month and keep the records & photographs of the same.
7. Provide Personal Protective Equipment for all employees, free of cost.
8. The Contractor shall ensure that all equipment, plants and machines engaged at site are checked and passed as per the Safety norms.
9. Suitable guards shall be ensured on all moving parts of machines.

SAFETY, HEALTH, AND ENVIRONMENT MANAGEMENT SYSTEM

10. Access to Working Areas Below Ground Level: For excavation depth exceeding 1.5M (but less than 3M) and of minimum size of 1M x 3M (Width x Length), a steel step ladder with tread 30cm and rise 15cm and with hand rails should be used for way in / out. If the depth of excavation is more than 3M then an access steel tower staircase should be used. When the size of excavation being carried out mechanically is quite large with minimum width of 3M and length at least two times the width then for depth exceeding 1.5M (but less than 3M) steps cut in firm ground at least at two locations may serve the purpose, if approved by Site In-charge. For deep excavations more than one steel tower staircase accesses are required.
11. Access to Working Areas Above Ground Level: Working above ground level or work at height means work in any place where, if precautions were not taken, a person could fall a distance liable to cause personal injury. You are working at height if you: 1) work above ground/ floor level. 2) are working on a ladder or a flat roof 3) could fall from an edge, through an opening or fragile surface or a hole in the ground. For access to / out of working areas at height steel step ladders with tread 30cm and rise 15cm and with hand rails should be used. The working platform (steel only) should be stable without any slippery surface, with 15cm toe board and guard rails at 90cm and 120 cm heights. While working at heights, the workers should wear body harness belts and the hooks should be anchored with solid and non yielding support above shoulder height, always.
12. All fall prone areas such as slabs, opening in slabs, column heads, bridges during erection etc. should be protected by hard barricades like pipe barricades.
13. Provide Fire Extinguishers/ Fire Stand at each flammable locations and as suggested by the Safety Officer/ the Engineer/ the Project Head.
14. Suitable Storage space for storage of Oxygen and LPG Cylinders as per standards is to be developed by the Contractor/ Agency.
15. For metal cutting works, a trolley shall be used to carry cylinders. The use of good conditioned gas pipes shall be ensured and non-return valves and flash back arrestors shall be used at either end of each pipe. The Cutter shall always use good quality goggles.
16. The welding shall be carried out using Rectifiers and there will be no joint in the leads. The return current lead should be clamped with earth. A good quality welding shield shall be used by the welder.
17. The erected Pre-cast girders or any other element should be supported by steel members to ensure stability during construction stage.
18. Cooperate with Ircon and other subcontractors working in the vicinity in maintaining safety and health at workplace.
19. Report immediately to Ircon, all fatal, serious occupational injuries, incapacity for more than 3 days or illness (requiring hospitalization). The

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contractor must investigate these incidents and should submit a complete report within 24 hours of the occurrences.

20. All lifting equipment/ cranes/ wire ropes shall carry load test certificate.
21. The cranes and Hydra cranes shall be fitted with Safe Load Indicator (SLI).
22. The construction area shall be barricaded properly or as instructed by Site In-charge.
23. Shall maintain the smooth traffic if working near running traffic. Suitable safety measures shall be in place while working near running traffic / railway track. While working near running track, the instructions of Railway's and Site In-charge shall be followed in toto.
24. For road works, suitable traffic diversion with all sign boards as per IRC Specs. should be installed. The excavated area or any other area that pose danger to the running traffic should be hard barricades using either steel guards or New Jersey Barriers or any other method as approved by Site In-charge.
25. For power distribution at site, proper distribution boards with lock & key arrangements and fitted with rain protection hood and having MCB controlled power sockets , 30mA ELCB should be used.
26. All power cables to supply power at site should be joint free and laid properly either overhead or underground.

For all the above said Safety (& Health) points, Documented Information are to be maintained by the Contractor / Agency and shall be checked by IRCON from time to time. With the monthly bills original copies of all these Documented Information are to be submitted to IRCON.

1.4 FUNDAMENTAL SAFETY RULES APPLICABLE TO EACH EMPLOYEE AND WORKERS

1.4.1 ALCOHOL / BANNED DRUGS

Anyone found to be under the influence of alcohol or banned drugs will be suspended forthwith. This offence amounts to gross misconduct and will result in disciplinary action being taken. PH reserves the right to request alcohol and/ or drugs tests at anytime should there be probable cause.

1.4.2 PLANT AND EQUIPMENT

All plant and equipment must be in good condition. Any defect in plant or equipment must be notified by the Contractor/ Agency Engineer, and the item withdrawn from service until repaired or replaced. A suitable guard should be in use over all the movable parts.

All electrical equipment must be supported by certificate confirming its last inspection date.

1.4.3 PLANT CERTIFICATES

All plant requiring certification, whether for the machine, the operator or process, must arrive with the machine and the records are to be maintained. Any changes in circumstances must also be notified and recorded (e.g. change of driver / machine).

1.4.4 PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Contractor/ Agency shall ensure that PPE must be worn for all activities at the site. The minimum PPE for Head, Foot and Eye Protection must be worn by all (including executives) during all times at site. For particular activities requiring specified PPE the same must be provided by the Contractor/ Agency in time.

1.4.5 METHOD STATEMENTS AND RISK ASSESSMENTS

Work must be carried out in compliance with the Method Statements and Risk Assessments that have been prepared for that activity. Nobody should proceed until he/ she is familiar with the assessment / statement and the restrictions imposed by it.

1.4.6 WELFARE FACILITIES

The contractor/ agency shall provide canteen and welfare facilities for all workforce at site, and the same must be maintained in a clean condition. The dustbins are to be provided for disposing waste food and packaging.

SAFETY, HEALTH, AND ENVIRONMENT MANAGEMENT SYSTEM

1.4.7 REPORTING ACCIDENTS AND/ OR INJURIES

All near miss, accidents and/or injuries must be reported to the Site In-charge/IRCON. A detailed investigation report is to be prepared by the contractor/ agency and to be submitted to IRCON.

1.4.8 LOCATION OF FIRST AID KIT

First Aid Kit(s) shall be provided at suitable location(s) and the locations are to be identified clearly. Schedule "H" drugs are prohibited in First Aid kit.

1.4.9 EMERGENCY PROCEDURES/ASSEMBLY POINT/ EMERGENCY TELEPHONE NUMBERS

A suitable assembly point is to be marked for assembling in case of any emergency situation arisen. The Important and Emergency Contact Numbers are to be displayed on a board readable from a distance and letters should be 7.5cm (minimum) in height and 1.2cm (minimum) in thickness.

1.4.10 MATERIAL HANDLING

The contractor/ agency shall ensure that proper & certified tools and equipment are available for material handling and heavy lifting work.

1.4.11 WORKING AT HIGH ELEVATION

The contractor/agency shall pay special attention to avoid fall while working at site by using fall arrestors, body harness, proper working platform with railing and toe boards. The persons engaged for working at height should be given proper training.

SECTION – 2
HEALTH

2.0. The term ‘Occupational Health & Safety’ covers services entrusted with essentially preventive functions & responsibilities for staff, workers & their families. The purpose of the Occupational Health & Safety services for the staff/ workers is:

- a) Identification & assessment of the risks from health hazards in the work place.
- b) Advising on planning & organization of work & working practices.
- c) Providing advice, information, training & education on occupational health, safety & hygiene.
- d) To implement the requirements as per ISO Standards, and IS Specs. such as IS: 18001, IS: 3786, IS: 15656, BOCWA - 1996.

2.1 Contractor’s Occupational Health Organization:

To make successful implementation of the occupational health (& safety) plan, and to fulfill objectives as per IRCON’s SHE Policy, formulation of occupational health organization shall be the sole responsibility of the Contractor/ Agency. For this the contractor / agency shall establish the organization consists of:

- a) Health Officer ^{1}
- b) Health team members (all engineers / supervisors working at sites)

{1} If the Contract Price is equal or more than Rs. 100 Crore, then a full time qualified Health Officer^{2} is to be appointed by the Contractor. For works having Contract Price less than 100 Crore, an Engineer (Degree in Engineering) can be nominated as Health Officer^{3}

{2} Minimum Qualification of Health Officer

- i) MBBS degree from a medical institute recognized by the Medical Council of India,
or
- ii) Recognized degree or diploma in industrial health or equivalent post-graduate certificate of training in industrial health.

{3} For nominated Health Officer :

- i) Degree in Engineering or Technology or Architecture with practical experience of at least 2 years;
or
- ii) Diploma Engineering or Technology with practical experience of at least 5 years

SAFETY, HEALTH, AND ENVIRONMENT MANAGEMENT SYSTEM

2.2 Responsibilities & Accountability of the Contractor / Agency

It is the obligation of all Contractors, Sub-contractors and their petty contractors to become familiar with and adhere to the provisions of the Occupational Health (and Safety & Environment) Management System as per relevant ISO standards and contractual obligation to provide a safe and healthful working environment for their employees and for the persons at the site who may be affected by their work.

The contractor/agency shall submit CVs of Health Officer/s for engagement at site/s.

2.3 (i) Documented Information: The contractor/ Agency shall formulate and maintain the following documents:

1. Development of Health (& Safety) Monitoring Plan
2. Setting of 'Safety & Health Objectives' of the project or particular process of the project
3. Maintaining of Applicable Legal & Other Requirements Register and to ensure that all statutory and Health (& safety) requirements are being met.
4. Implementation of BOCWA - 1996
5. List of identified Hazards of construction activities and Risk analysis of these identified Hazards. The preparation and implementation the control procedure to eliminate / substitute/ minimize the risk.
6. Medical services: To meet any emergency, any nearby hospital should be on the panel of contractor/ agency and Address of the Hospital and Phone Numbers of Concerned Persons to be contacted should be displayed on a board readable from a distance and letters should be 7.5cm (minimum) in height and 1.2cm (minimum) in thickness. Suitable transport arrangement should be promptly made to carry the sick or injured workers to the nearby hospital or other equivalent treatment center.
7. The mock drills are required to be conducted and Records of Mock drills to be maintained.
8. Keeping the records of Material Safety Data Sheet (MSDS) of Chemicals and other hazardous construction materials
9. A plan should be in place to face any Health Emergencies due to spread of Vector-borne diseases and epidemic or any other disease.
10. Emergency Control Procedures
11. Training Records
12. Records of Internal Audits

SAFETY, HEALTH, AND ENVIRONMENT MANAGEMENT SYSTEM

2.3 (ii) Provision of Occupational Health and Safety Protection Arrangements at Sites : The contractor/ Agency shall make the following provisions at sites:

1. Sufficient Numbers of Safety and Health Related Posters to be displayed at site.
2. Availability of drinking water
3. Availability of toilet facilities
4. Availability of First Aid Box
5. Availability of trained First Aider.
6. The sites where 'Working at Height' is involved, for rescue, at least one Inertia Reel – a safety device must be available.
7. Proper lighting system should be in place at site of work.

2.4 Labour Camps:

Camp sites should:

- be provided with portable drinking water and proper drainage facilities.
- Meal rooms & canteens with (1) a sufficient number of tables & chairs or benches, (2) drinking water; (3) adequate facilities for cleaning utensils, etc;
- the accommodation should be effectively protected from weather, ground moisture, mosquito etc..
- suitable provisions should be made for lighting, ventilation and sanitation.
- Adequate washing facilities should be provided for all workers, in which (1) There is a sufficient flow of clean water ; (2) There is adequate means of removing waste water ;

Construction Sites should:

- be provided with portable drinking water
- Meal rooms & canteens with (1) a sufficient number of tables & chairs or benches, (2) drinking water; (3) adequate facilities for cleaning utensils, etc;
- suitable provisions should be made for lighting, ventilation and sanitation.

For all the above said Health (& Safety) points, Documented Information are to be maintained by the Contractor / Agency and shall be checked by IRCON from time to time. With the monthly bills original copies of all these Documented Information are to be submitted to IRCON.

**SECTION – 3
ENVIRONMENT**

3.0 During construction works many by-products and effluents are generated like residue dusts, wastewater, air emissions, noise emission etc, which are discharged into the surroundings and create imbalance in the environment.

There are numerous laws, regulation and statutes, which govern and direct the construction processes with the aim and purpose to eliminate/ substitute/ minimize the various kinds of pollutants in the environment.

Contractor(s)/ Subcontractor(s)/ Agency shall confirm to all the Indian Environmental Laws and Codes, and objectives of IRCON's SHE Policy, as are applicable to their construction activities. To specify a few, the Contractor shall comply with but not limited to:

- Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 (BOCWA)
 - Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Central Rules, 1998 (BOCWR)
- Environment Protection Act, 1986 (Amended 1991)
 - The Hazardous & Other Wastes (Management & Trans-boundary Movement) Rules, 2016
 - E-Waste (Management) Rules 2016
 - Batteries (Management & Handling) Rules, 2001
- The Air (Prevention and Control of Pollution) Act, 1981 (Amended 1987)
 - The Noise Pollution (Regulation and Control) Rules, 2000
- The Water (Prevention & Control of Pollution) Act, 1974 (Amended 1988)
- The Water (Prevention & Control of Pollution) Cess Act, 1977 (Amended 1992)
- The Indian Forest Conservation Act, 1980 (Amended 1988)
- The Wild Live (Protection) Amendment Act, 2006.
- The Factories Act, 1948 (Amended 1987)
- Motor Vehicle Act, 1988
- Delhi Fire Service Act, 2007
- Petroleum Act, 1934
- The Explosives Act, 1884
- Electricity Act, 2003
- Agreement with IRCON/ Client
- ISO 14001 Standards

SAFETY, HEALTH, AND ENVIRONMENT MANAGEMENT SYSTEM

3.1 Nomination of Environmental Officer

Contractor shall nominate one Environmental Officer^{1}. The Environmental Officer shall monitor and control environmental matters associated with the execution of Contract.

{1} If the Contract Price is equal or more than Rs. 100 Crore, then a full time qualified Environment Office^{2} is to be appointed by the Contractor. For works having Contract Price less than 100Crore, an Engineer (Degree in Engineering) can be nominated as Environment Officer^{3}

{2} Minimum Qualification of Environment Officer

- i) Govt. recognized PG Degree / PG Diploma / Degree in Environmental Engineering / Science;
- or
- ii) Post Graduate Diploma in Industrial Safety & Environmental Management (PGDISEM) from any of the National Institute of Industrial Engineering.

{3} For nominated Environmental Officer :

- i) Degree in Engineering or Technology or Architecture with practical experience of at least 2 years;
- or
- ii) Diploma Engineering or Technology with practical experience of at least 5 years

3.2 Responsibilities & Accountability of the Contractor / Agency

It is the obligation of all Contractors, Sub-contractors and their petty contractors to become familiar with and adhere to the provisions of the Environment (and Safety & Health) Management System as per relevant BS/ ISO standards and contractual obligation to prevent the environment de-gradation due to construction activities and other construction related activities and do something good to enhance the environment.

The contractor/agency shall submit CVs of Environment Officer/s for engagement at site/s.

3.3 (i) Documented Information: The contractor/ Agency shall formulate and maintain the following documents:

1. Development of Environmental Management Plan for the project activities
2. Setting of 'Environmental Objectives' of the project or particular process.
3. Maintaining of Applicable Legal & Other Requirements Register and to ensure that all statutory and environmental requirements are being met.
4. Preparation of Environmental Aspect of activities and its significant Impacts.
5. Preparation of Operational Control procedures for significant impacts

SAFETY, HEALTH, AND ENVIRONMENT MANAGEMENT SYSTEM

6. Ensure proper liaison with Department of Forest and other Local Government Departments and to provide support to the officers of IRCON and external agencies during their inspection
7. A plan should be in place to face any Environmental Emergencies
8. Emergency Control Procedures
9. Training Records
10. Records of Internal Audit

3.3 (ii) Provision of Environment Protection Arrangements at Sites: The contractor/ Agency shall make the following provisions at sites:

1. Environment Control requirements at borrows areas, quarries and Construction Camps.
2. Environment Control requirements at Crusher plant, Hot mix plant, WMM plant, Batching plant, Casting yard etc. such as control of dust (in cement silo filter should be provided), reduction in noise generation.
3. Environment Control Requirements during transport of material like covering of dump trucks, avoid over loading.
4. Environment Control requirements during Drilling and Blasting
5. Environment Control Requirements at Dumping Sites
6. Monitoring of Air Quality including dust pollution and Control
7. Water Quality Monitoring and Control
8. Ensure PUCC for all DGs, vehicles and all construction machines & equipment having IC Engine.
9. Noise Monitoring and Control
10. Hazardous Waste Monitoring and Control
11. Contaminated Site Monitoring and Control
12. Increase awareness level through environmental training for the construction supervision site staff.

For all the above said Environment points, Documented Information are to be maintained by the Contractor / Agency and shall be checked by IRCON from time to time. With the monthly bills original copies of all these Documented Information are to be submitted to IRCON.

For the convenience, the above said Documented Information on Safety, Health and Environment may be submitted in book form on monthly / quarterly basis after taking the approval for such submittals from Project Head/ the Engineer.

SECTION- VI

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract (GCC)

- 1. Indian Railways Standard General Condition of Contract – April 2022 shall be followed with latest correction slips issued from Indian Railways.**
- 2. Indian Railways Standard General Condition of Contract – April 2022 will form part of the tender/ contract documents.**
- 3. Additional definitions mentioned in these tender documents elsewhere will be followed for GCC April 2022.**
- 4. In case of any ambiguity in any definition, the decision of IRCON regarding the interpretation shall be final and binding.**
- 5. Wherever there is conflict in any condition between General Conditions of Contract (GCC) and Special conditions of Contract (SCC) mentioned in the bid documents, the conditions mentioned the Special conditions of Contract will prevail. However, Engineer's decision in this connection shall be final and binding.**

---XXX---



Government of India
Ministry Of Railways
(Railway Board)

Indian Railways
Standard
General Conditions of Contract

GCC April 2022

New Delhi

Engineering Department

Signature Not
Verified

Digitally signed by
SUBHASHIS DAS
Date: 2023.04.08
20:07:00+05'
Reason: IRIS-PS-CRIS
Location: New Delhi



भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड Railway Board)



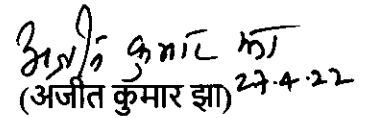
No.2022/CE-I/CT/GCC-2022/POLICY

New Delhi, Dated 27.04.2022

As per list attached

Sub:- Indian Railways Standard General Conditions of Contract, April-2022

1. Railway Board had issued Indian Railways Standard General Conditions of Contract, July 2020 vide letter No. 2020/CE-I/CT/3E/GCC/Policy, dated 16.07.2020.
2. On receipt of a number of suggestions from Railways, the latest version of Indian Railways Standard General Conditions of contract (GCC), issued on 16.07.2020, was examined and reviewed to expedite finalization of tenders and execution of works.
3. Board (MI, MF) has approved new Indian Railways Standard General Conditions of Contract, April 2022 (GCC, April 2022).
4. The GCC, April 2022 has been uploaded on Railway Board's website. It may be accessed through the path: www.indianrailways.gov.in/railwayboard >> "About Indian Railways" >> "Railway Board Directorates" >> "Civil Engineering" >> "IR General Conditions of Contracts" >> IR General Condition of Contracts- 2022.
5. The GCC, April 2022 shall be applicable to works contracts on Indian Railways with prospective effect.
6. This issues with the concurrence of Finance Directorate of Ministry of Railways.


(अजीत कुमार झा) 27.4.22

कार्यपालक निदेशक/सिविल इंजी.(जी)/रेलवे बोर्ड
[Phone: 030-44803; Rly: 011-23383379:MTNL]
e-mail address : edceg2022@gmail.com

No.2022/CE-I/CT/GCC-2022/POLICY

New Delhi, Dated 27.04.2022

Copy forwarded for information to:

1. The PFAs, All Indian Railways.
2. Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi



For Member Finance

LIST FOR DISTRIBUTION (No.2022/CE-I/CT/GCC-2022/POLICY, Dated 27.04.2022)

1. General Managers, All Indian Railways & Production Units
2. General Manager (Con), N.F. Railway, Guwahati
3. General Manager /CORE, Allahabad.
4. Chief Administrative Officers (Con), All Indian Railways (Except N.F. Railway)
5. Principal Chief Engineers, All Indian Railways
6. PFAs, All Indian Railways
7. THE Deputy Controller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi

(A)

1. CAO, COFMOW, Tilak Bridge, New Delhi
2. Principal CAO, Diesel Loco Modernization Works, Patiala (Punjab)
3. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar

(B)

1. Director General, RDSO, Manak Nagar, Lucknow
2. Director General, NAIR, Vadodara
3. Director, IRICEN, Pune – 411 001 (Maharashtra)
4. Director, IRIEEN, PB No.-233, Nasik Road-422101 (Maharashtra)
5. Director, IRISSET, Taa Naka Road, Lalla Guda, Secunderabad-500017
6. Director, IRIMEE, Jamalpur Distt-Jamalpur, PIN-811214 (Bihar).
7. Director, IRITM, Sarswati Residential Estate, IRITM Campus, Manak Nagar, Lucknow

(C)

1. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076.
2. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
3. MD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon.
4. CMD, RVNL, August Kranti Bhawan, Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi.
5. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
6. CMD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001.
7. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
8. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
9. MD, CRIS, Chanakyapur, New Delhi.
10. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon – 122003.
11. CME, IROAF, 12th Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
12. Managing Director, IRFC Limited, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, Pragati Vihar, New Delhi.
13. CMD, IRCTC Ltd., B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi 110001
14. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043.

Copy to:

(A)

1. General Secretary, IRCA, DRM Office, New Delhi.
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
5. General Secretary, FROA, Rail Bhawan, New Delhi
6. General Secretary, AIRPA, Rail Bhawan, New Delhi
7. General Secretary, AISC & STREA, Rail Bhawan, New Delhi
8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSSS Association, Rail Bhawan
11. The Secretary, RBMSA, Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

(B)

1. Concerned PSO for kind information of Chairman cum CEO, M/Infra, M/T&RS M/O&BD, M/Finance, Railway Board
2. Chief Vigilance Officers, All Indian Railways.
3. DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), AM(ME), AM/Tele, AM/C&IS, AM/Sig., AM(Plg.), PED(B&S), PED(Vigilance), PEDCE(P), EDCE(G), EDTK(M&MC), EDCE(B&S), EDF(X)-I, EDF(X)-II, ED(Works), EDW(Plg.), ED/Project(Mon.), ED(L&A), ED(PSU), EDVE, ED(Safety), ED(Sig. Dev.), ED(Tele), EDRS(G), EDRE, EDEE(G), EDFE, EDE(N), ED(Accounts), ED/T&MPP, EDME(Chg.), EDME(Frt.), ED/Plg., JS(conf), JS(P), JS(G), JS(D), Vigilance-III, Vig(Conf) of Railway Board.

Indian Railways

**STANDARD GENERAL CONDITIONS OF CONTRACT
I N D E X****PART - I
REGULATIONS FOR TENDERS AND CONTRACTS**

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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(s) 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. Indian 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 Material) 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 Tenderers 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 Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.

(b) “General Manager” shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) 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 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) “Divisional Railway Manager” shall mean the Officer-in-Charge of a Division of Zonal Railway and shall mean and include Divisional Railway Manager of the Successor Railway.

(e) “Engineer” shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organisations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.

(f) “Tenderer” shall mean the person / 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 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-

1. “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.

(l) “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:

2.1 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 periodically 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 General Manager (Construction) / Chief Administrative Officer (Construction) / Principal Chief Engineer / Principal Chief Signal & Telecommunication Engineer / Principal Chief Mechanical Engineer / Principal Chief Electrical Engineer/ Divisional 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/division(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. Tender Form: 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 summary 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.

- (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 alongwith bid are true and factual. Standard format of 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 General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional 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 Divisional Railway Manager / Executive 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.

RAILWAY
TENDER FORM (First Sheet)

Tender No. _____

Name of Work _____

To

The President of India

Acting through the _____ Railway

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our “Bid Security”. I/We offer to do the work for _____ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.

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

3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

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

4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.

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)

(2) _____

Date _____

Address of the Tenderer(s)

TENDER FORM (Second Sheet)

1. Instructions to Tenderers and Conditions of Tender: The following documents form part of Tender / Contract:

- (a) Tender Forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (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 of which can be seen in the office of _____ or obtained from the office of the Chief Engineer, _____ 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, _____ 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, _____ 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. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of _____ Railway as applicable to _____ Division 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.