



KONKAN RAILWAY CORPORATION LIMITED
(A Government of India Undertaking)

TENDER DOCUMENT - 2026

OPEN - E -TENDER

Anti-corrosive treatment for rails in tunnel and section under SSE/P.way/Bhatkal section, (E office Comp. No.71688)

(SINGLE BID SYSTEM)

Corporate office/registered office Konkan Railway Corporation LTD, Belapur Bhavan, Sector 11, CBD – Belapur, Navi Mumbai (Maharashtra) 400 614.	DIVISIONAL Office DIVISIONAL Railway Manager Konkan Railway Corporation Ltd. Shirwad, Karwar-581 306.
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E-TENDER NOTICE

	<p>KONKAN RAILWAY CORPORATION LTD. (A Government of India Undertaking) Sr. DIVISIONAL Engineer Office , Second floor, station building , Shirwad, Karwar – 581 306 Tel: + 08382- 283121685, Fax: + 08382- 283125, www.konkanrailway.com</p>
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e-Tender Notice No: KR/KW/OL/W/2026/28/RB

1.0 DIVISIONAL Railway Manager, Konkan Railway Corporation Ltd, Shirwad, Karwar –581 306 invites online bids in single packet system on prescribed form from bonafide firms/companies having requisite experience and financial capacity for execution of the work “**Anti-corrosive treatment for rails in tunnel and section under SSE/P.way/Bhatkal section**”. The bidder is advised to examine carefully all instructions including addendum/corrigendum(s), condition of contract data, forms, terms, technical specifications, bill of quantities in the bid document.

2.0 Approximate Cost of Work: Rs. 21,33,314.79 excluding GST.

3.0 Eligibility Criteria: No Technical and Financial credentials are required for tenders having value up to ₹ 50 lakh. **But full fill the Special Technical Eligibility Criteria in this tender.**

3.1 Special Technical Eligibility Criteria: Tenderer should have completed any one work of the Pway work/Track connected work carried out under train traffic condition. Work done certificates to be submitted along with tender document.

4.0 Payment of Bid Security Deposit and Tender Document Cost

Bid Security : Rs.42,700/-.

Tender Document Cost: **Nil** (As per Konkan Railways Standard General Conditions of Contract, July-2022).

5.0 Accessing/ Purchasing of Bid Documents

5.1 The complete Bid Document can be viewed / downloaded from the e-Procurement portal i.e. <https://www.ireps.gov.in>

5.2 It is mandatory for all the bidders to have Class-III Digital Signature Certificate (DSC) from any of the licensed Certifying Agency in the name of person having Power of Attorney to sign the bid. The list of licensed Certifying Agency is available on website www.cca.gov.in.

5.3 It is also required for the bidder to get firm/company registered with IREPS. The detailed IREPS manuals & procedure for E-tendering is available on Indian Railway's website - <https://www.ireps.gov.in>.

5.4 Tender documents will be available online on website <https://www.ireps.gov.in> which can be downloaded free of cost till the last date and time of submission of tender.

5.5 Website <https://www.ireps.gov.in> may be referred for detailed terms and conditions of the bidding documents, which is available on line. Amendments/ Corrigendum/Addendum, if any would be hosted on the website only.

6. Pre-bid meeting : NA.

7. Bidding Start Date: From- 24.06.2026.

8. Date & time for submission of Bid: 08.07.2026 upto 15:00 hrs (IST)

9. Date & time for opening of Bids: 08.07.2026 @ 15:30Hrs (IST)

10. Address for e-bid opening (Technical & Financial Bid)

**Office of the Senior DIVISIONAL Engineer
Konkan Railway Corporation Ltd.,
Second floor, station building ,
Shirwad, Karwar – 581 306
Tel: + 08382- 283125,**

11. Completion period: Five months from the date of issue of acceptance letter

12. Validity of the offer: 60 days from the date of opening of Tender.

**KONKAN RAILWAY
TENDER FORM (First Sheet)**

ANNEXURE - I

Tender No: KR-KW-OL-W-2026/28/RB (Open E-tender on IREPS)

Name Of Work : Anti-corrosive treatment for rails in tunnel and section under SSE/P.way/Bhatkal section.

To

The President of India

Acting through

The DIVISIONAL Railway Manager
Konkan Railway Corporation Ltd.,
Second floor, station building ,
Shirwad, Karwar – 581 306

1. 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 **60 (Sixty days)** days from the date fixed for closing 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 Konkan 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 **5 months** from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Konkan Railway 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. I/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 Tenderer(s)
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 which can be seen in the office of Sr.DIVISIONAL Engineer or obtained from the office of the Chief Engineer, General Manager/Projects, Chief Project Manager, Konkan Railway on payment of prescribed charges.

(e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of Sr.DIVISIONAL Engineer or obtained from the office of the Chief Engineer, General Manager/Projects, Chief Project Manager, Konkan Railway on payment of prescribed charges.

(f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications

2. Drawings for the Work: The Drawing for the work can be seen in the office of the Sr.DIVISIONAL Engineer and / or Chief Engineer, General Manager/Projects, Chief Project Manager, Konkan Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) as applicable, except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) **of Quantities attached. The quantities shown in the attached Bill(s) of Quantities** are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

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

5. The works are required to be completed within a period of **Five** 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 KRCL GCC July-2022, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.

(b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Konkan Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank Guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted,

(i) the Bid Security mentioned in sub para (a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;

(ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security the Railway shall return the Bid Security so retained as per sub para (c) above, to the Contractor.

7. Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

8.If, the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.

9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract

10. Eligibility Criteria:

10.1. No Technical and Financial credentials are required for tenders having value up to ₹ 50 lakh. **ut full fill the Special Technical Eligibility Criteria in this tender.**

10.2. Special Technical Eligibility Criteria: Tenderer should have completed any one work of the Pway work/Track connected work carried out under train traffic condition. Work done certificates to be submitted along with tender document.

11.0 Tenderer Credentials:

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

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

(i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.

(ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.

(iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.

(iv) A copy of Certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the Certificate to be submitted by the bidder is enclosed as Annexure-V. Non submission of a copy of Certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

(v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.

(vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.

(b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.

12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

13. **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Konkan Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

	(Signature)
	(Designation)
Signature of Tenderer(s)	Konkan Railway Corporation Ltd
Date _____	Date _____

INSTRUCTIONS TO TENDERER/S

A. GENERAL

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

2.0 Description of the Project:

Anti-corrosive treatment for rails in tunnel and section under SSE/P.way/Bhatkal section.

3.0 Brief Scope of work:

The main scope of work consists of “**Anti-corrosive treatment for rails in tunnel and section under SSE/P.way/Bhatkal section**”.

The scope given is only indicative. For more details please refer **Special Conditions of Contract part-B**.

4.0 Brief about Bid:

4.1 General: The Tenderer/s shall submit the bid in full compliance of the requirements stipulated in the Tender Document.

4.2 Completion Period:

The total time for completion of above work is **5 months** from date of issue of letter of acceptance to successful tenderer.

4.3 The clause numbers cross referred to in the text of the clauses, unless otherwise indicated shall mean the clauses of the same chapter.

4.4 The system of e-tendering will be of “**Single packet system**”.

4.5 The tenderer has to submit bid online only in the prescribed format given in the e-procurement portal.

5.0 Eligibility Criteria

5.1 General: No Technical and Financial credentials are required for tenders having advertised value up to ₹ 50 lakh.

6.0 Availability of Bid Documents

6.1 Tender documents will be available online on website <https://www.ireps.gov.in> in which can be downloaded free of cost till the last date and time of submission of tender.

6.2 Master copy of the tender document will be available in the Office of the Senior DIVISIONAL Engineer, Konkan Railway Corporation Ltd., Shirwad, Karwar, 581 306. In case of any discrepancy between the tender documents downloaded from internet and the master copy, later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

7.0 One bid per Tenderer Each Tenderer shall submit only one bid for a tender.

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

9.0 Site visit.

9.1 The Tenderer shall obtain all information that may be necessary for preparing the bid and entering in to the contract for construction of the works.

9.2 Site visit for all prospective tenderers will be organized. It is in the interest of the Tenderer/s to participate in the site visit to have an overall idea of the project site. In case any Tenderer does not participate in the site visit, he is strongly advised to visit the site subsequently on his own before quoting his rates.

8.3 The visit to site shall be at the Tenderer/s own expense.

9.1 The Tenderer shall obtain all information that may be necessary for preparing the bid and entering in to the contract for construction of the works.

9.2 Not Applicable

B. BIDDING DOCUMENTS

10.0 Content of Bidding Documents

10.1 The bidding documents include the following:

1. E-Tender Notice
2. Tender Form (Form of Bid)
3. Instructions to tenderer/s
4. General Conditions of Contract
5. Special Conditions of Contract A & B
6. Schedule of Rates, Items & Quantities

10.2 Except where specifically stated otherwise in the tender documents, the work is to be carried out in accordance with Konkan Railways Standard General Conditions of Contract – July-2022 with latest correction slips, Special Conditions of Contract Part A and Part B, Appendices 1 to __, Annexure-1 to __ and drawings.

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

i)	Konkan Railways Standard General Conditions of Contract – July 2022	Rs.354/-(including GST @ 18%
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11.0 Pre-bid meeting - NOT APPLICABLE

12.0 Amendment of Tender Documents

12.1 At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective Tenderer amend the bidding documents by issuing addendum or/and Corrigendum on IREPS portal only, which shall become an integral part of the Tender documents. All tenderers especially the tenderer/s downloading the tender documents from website shall make an endeavor to recheck and track down the corrigendums if any. No claim of lack of intimation or knowledge of the corrigendum will be entertained. The tenderer/s shall take due care in submission.

12.2 The following terms as and where referred to in this tender document shall mean the same.

- a) Addendum slip
- b) Correction slip
- c) Amendment slip
- d) Addendum and Corrigendum slip

These slips are issued in consecutive serial numbers.

C. PREPARATION OF BID

13.0 Language of Bid

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

14.0 Bid prices

14.1 The contract shall be for the complete scope of works as described in clause 3.0 and further elaborated in special conditions of contract Part B and based on the priced Bill of Quantities submitted by the Tenderer and as accepted by KRCL.

14.2 All duties, taxes and other levies excluding Goods & Service Tax payable by the Contractors under the contract, or for any other cause shall be included in the rates, prices and total bid price submitted by the Tenderer.

14.3 The tenderer/s shall quote single percentage rate above/below/at par for the Schedule in the space provided in schedule.

14.4 Along with single percentage rate quoted, the tenderer should also quote either "Above" or "below" or "At par", failing which the offer shall be **summarily rejected.**

14.5 Corrections, if any, shall be made by crossing out the wrong entry, rewriting and signing with date.

15.0 Currencies of bid and payment

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

16.0 Period of validity of the tender

16.1 The validity of the offer shall be **60 days (Sixty Days)** from the date of opening of the tender.

16.2 Notwithstanding the above clause, Employer may solicit the tenderers consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

17.0 Bid Security as per Annexure-VIA.

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.

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 **before closing date for submission of bids. (i.e. excluding the last date of submission of bids).**

iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summarily rejection of bid.

iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.

v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.

vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.

viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

IX) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security on submission of Registration Certificate issued by appropriate authority.

18.0 Forfeiture of Bid Security :

18.1.1 The Bid Security of the tenderer is liable to be forfeited if:

a) the tenderer withdraws his tender during the period of tender validity specified in Clause No.18.0 of Instruction to Tenderers or extended validity period as agreed to in writing. It shall be understood that the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Corporation, or

b) the tenderer has furnished misleading/wrong or fraudulent information/documents, or

c) the successful tenderer fails to sign the Contract Agreement in accordance with the terms of the tender, or

d) the successful tenderer fails to furnish Performance Guarantee in accordance with the terms of the tender, or

e) the successful tenderer fails to commence the work within the time period stipulated in the tender (Tender Form (Form of Bid), or

f) The successful tenderer, in case of JV fails to comply with provisions of clause no. 21.1.5, 33.1 and 35.4.

19.0 Return of Bid Security

19.1.1 The Bid Security of the unsuccessful tenderers shall be returned as promptly as possible.

19.1.2 The Bid Security of the successful tenderer shall be retained by KRCL and adjusted as a part of Security deposit.

20.0 Identity of tenderer

20.1 Tenderer/s should specifically and fully disclose in their respective tenders, their respective constitutions and submit along with tender, attested Photostat copies of documents like partnership deed, Articles and Memorandum of Association, Certificate of incorporation etc. If a tenderer is a Sole Proprietary firm, HUF, it should be specifically mentioned so. In case of partnership firm and limited company, it should be stated whether the same is registered under the Indian Partnership Act 1932 or Company Act 1956 respectively. The name and address of all the partners of the firm should be fully disclosed. Konkan Railway Corporation Limited shall always have the liberty to demand production of the original of the said documents and also to make such further and other requisitions regarding the constitution of the tenderer as may be considered necessary.

21.0 Joint Venture – Not Applicable.

D. SUBMISSION OF BIDS

22.0 Signing of all Bid papers and Completing Bill of Quantities

22.1 The tenderer has to submit the tender through E-tendering mode only. No manual offers will be accepted and any such manual offer shall be

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

22.2 Tenderers are advised not to make any corrections, additions or alterations in the original tender documents. If tenderer makes any correction in his own entries, the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable for rejection.

22.3 Offers shall not be qualified with any conditions. Conditional offers **shall be summarily rejected** without giving any reasons.

23.0 Understanding and Care in Submission of tender

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

23.2 The tenderer must obtain for himself on his own responsibility and his own cost all the information including risks, contingencies & all other circumstances in execution of the work which may influence or affect the tender. He shall also carefully read and understand all his obligations & liabilities given in tender documents.

23.3 The tenderer should clearly read and understand all the terms and conditions, specifications, drawings and other information, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be brought up in pre-bid meeting. If the Tenderer does not place any issue for clarification or otherwise in the pre-bid meeting or raise it before the pre-bid meeting it would be presumed that the Tenderer has clearly read and understood contents of all the tender documents.

23.4 It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

23.5 Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and made himself aware of the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

23.6 The tenderer/s is/are advised to submit all necessary authentic data with necessary supporting certificates for the various items of evaluation criteria in one go with the tender. For incomplete submission, tenderer/s shall remain responsible and the offer is liable for rejection. The Tenderer

is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents (Refer clause 29.0) in every respect will be at the Tenderer's risk and his bid is liable for rejection.

- 23.7** Bidders will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/ Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective states State Goods and Service Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Bidders will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- 23.8** The successful bidder who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to KRCL immediately after the award of contract, without which no payments shall be released to the Supplier. The Supplier shall be responsible for deposition of applicable GST to the concerned authority.
- 23.9** In case the successful bidder is not liable to be registered under CGST/IGST/UTGST/SGST Act, KRCL shall deduct the applicable GST from his/their bills under Reverse Charge Mechanism (RCM) and deposit the same to the concerned authority.
- 23.10** If the tax details of inward supply tax invoice does not reflect in GSTN Portal of KRCL for availing credit, KRCL reserves right to withhold/ recover GST component on such inward supply. The supplier should raise the invoice against the respective State's GSTN of KRCL wherever the supply has been made.
- 23.11** Any reduction in rate of tax on any of the supply or services or the benefit of input tax credit shall be passed on to the recipient.

24.0 Submission of Tender

- 24.1** The bid should be submitted online only in the prescribed format given in the IREPS portal before the date and time as mentioned in the e-procurement Notice (including corrigendum if any). No other mode of submission is accepted. The Tender shall be digitally signed by the authorized signatory of the bidder & submitted "online" only. No hard copy of bid is required to be submitted.
- 24.2** Tenderers must upload the good scanned copy of relevant documents required to be submitted on e-Procurement website as mentioned in the tender documents. The document which is not readable or legible will not be given cognizance. e-Bids which are not supported by relevant documents shall not be considered during evaluation of bid.
- 24.3** The documents required under the tender conditions for submission along with tender are listed below. The tenderer/s are advised to examine the various conditions and submit their offer with following details.

25.0 Deadline for submission of tender

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

E. BID OPENING AND EVALUATION

26.0 Opening of the tender

- 26.1** Tenders shall be opened at the date and time as mentioned in the e-procurement Notice (including corrigendum if any) **on IREPS portal** at the address mentioned in e-procurement notice in the presence of the tenderer/s or their authorized representatives intending to attend the opening.
- 26.2** In case the date of tender opening happens to be a holiday, the tender will be opened on next working day at the same time and place.
- 26.3** Tenderers or their authorized representatives who are present shall sign in register for their evidence of attendance.
- 26.4** Tenderer's name, presence or absence of requisite Bid Security (not applicable), total cost of work quoted or any other details as Employer may consider appropriate will be announced and recorded at the time of bid opening.

27.0 Withdrawal of tender.

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

28.0 Preliminary Examination of Bids

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

29.0 Clarification of the Bids

- 29.1** To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

30.0 Negotiations

- 30.1** KRCL reserves the right to negotiate the offer submitted by the tenderer to bring down the rates to a reasonable level. The tenderer called for negotiations shall be required to furnish the following form of declaration before commencement of negotiation:

"I _____ do declare that in the event of failure of contemplated negotiations relating to Tender No. _____ dated _____ my original tender shall remain open for acceptance on its original terms and conditions".

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

31.0 Disqualification

- 31.1** Tenderer/s may note that even if they meet the eligibility criteria as given above they are liable for disqualification, if the tenderer have:

31.1.1 given misleading or false information in the forms, statements and attachments submitted; or

31.1.2 financial failure due to bankruptcy etc.

- 31.2** If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his tender but before award of work, the KRCL shall deem such tender as invalid.

- 31.3** If it is found at any time after finalization of tender, that any tenderer/s had furnished misleading/wrong or fraudulent information/documents, such case will attract criminal proceedings and work will be terminated. Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. Balance work will be carried out independently.

32.0 Canvassing

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

33.0 Right of KRCL to deal with tenderers

- 33.1** The authority for acceptance of the tenders shall rest with the Corporation. KRCL reserves the right to postpone the tender submission/opening date and to accept/reject any or all tenders without assigning any reasons thereof without any compensation to the tenderer/s or cancel the entire

tender process without assigning any reasons and without compensation to the Tenderers.

33.2 KRCL's assessment of suitability as per eligibility criteria shall be **final and binding**.

33.3 It shall not be obligatory on the Corporation to accept the lowest tender or any other tender / tenders.

33.4 The Corporation reserves the right to discharge the tender/s in full or in part without assigning any reason for the same.

33.5 Corporation also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tenderer if deemed necessary.

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

F. AWARD OF CONTRACT

34.0 Award of Contract

34.1 Employer/Engineer shall notify the successful tenderer in writing by a Letter of Acceptance (LOA) sent by Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted. The date of issue of letter of acceptance by Konkan Railway Corporation Limited shall be construed as date of award of contract.

34.2 Employer shall send two copies of Letter of Acceptance (LOA) out of which one shall be returned by the Contractor to the employer with clear endorsement of "***Unconditionally Accepted***" with signature of Authorized Signatory of Contractor on each page of LOA with Company/firm's stamp/seal.

34.3 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.

35.0 Execution of Contract Agreement

35.1 After award of work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief Engineer/Co-ordination/Senior DIVISIONAL Engineer and not based on the tender documents submitted by the tenderer. The Parties shall enter into Contract Agreement within seven days after receipt of notice issued by the KRCL that such documents are ready, unless they agree otherwise. The costs of stamp duties by entry into the Contract Agreement shall be borne by KRCL.

35.2 Necessary number of copies of the contract documents shall be signed by the competent authority of KRCL and authorized representative of contractor and one copy given to the contractor.

36.0 Form of Contract Documents

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

37.0 Documents to be submitted by tenderer/s

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

Implementation of Online Measurement Book Application” in KRCL

(Contract Policy Cell - Policy Circular No.2021/11 dt.09.12.2021)

Vide Contract Policy Circular under reference, a JPO in connection with “Implementation of Online Measurement Book Application” in KRCL w.e.f. 09.12.2021 was issued as a systemic improvement initiative. JPO was applicable to all new Works Tenders invited after 09.12.2021.

It may be noted that the “Online Measurement Book Application” shall be fully applicable for all the existing Works Contracts **including USBRL Project** except for the Contracts where substantial quantity of the work i.e., up to 80% is already completed and the manual Measurement recording System on physical MB sheets will be permitted only for specific Contracts where the approval of respective Directors is available.

Web site: <https://wps.konkanrailway.com/wpcli>

GENERAL CONDITIONS OF CONTRACT

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

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

SPECIAL CONDITIONS OF CONTRACT – PART – A

A. DEFINITIONS

1.0 Definitions

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

- 1.14 **Contractor's vehicles:** The vehicles for carriage of manpower/labour, staff etc. owned/engaged by Contractor, in connection with the work.
- 1.15 **The Completion Date is the Date of Completion (DOC) of the Works** as certified by the Engineer-in-charge under the contract between the Corporation and the Contractor to execute, complete and maintain the Works.
- 1.16 **The Contract Data** means information and data contained in the documents comprising the Contract.
- 1.17 **The Contractor's Bid** is the completed Bidding documents submitted by the Contractor to the Employer.
- 1.18 **The Contract Price** is the price stated in the letter of acceptance (LOA) and thereafter as arrived at in accordance with the provisions of the Contract.
- 1.19 **D (W&W) :** Director (Way & Works) of Konkan Railway Corporation Ltd.
- 1.20 **DDC :-** Detailed Design Consultant
- 1.21 **Drawing(s)** shall mean the maps, drawings, plans and tracings or prints thereof annexed to the tender/contract (including drawings prepared by contractor & consultant) and shall include any modifications of such drawings and any further drawings as may be issued by the Engineer-in-charge from time to time.
- 1.22 **Days** are English calendar days, months are English calendar months.
- 1.23 **D/S:** Down Stream.
- 1.24 **BS: Bid Security**
- 1.25 **Employer** means the **KONKAN RAILWAY CORPORATION LIMITED**, A Govt. of India Undertaking (KRCL in abbreviation) acting through its Chairman and Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignee's.
- 1.26 **Engineer/Engineer-in-charge (EC):** shall mean the DIVISIONAL Engineer or the Senior Engineer, DIVISIONAL Signal & Telecom Engineer, DIVISIONAL Electrical Engineer, DIVISIONAL Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organizations on the Railway of the Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior DIVISIONAL Engineer/Deputy Chief Engineer/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.
- 1.27 **Engineer's Representative:** shall mean the Assistant Engineer / Senior Engineer in direct charge of the works and shall include Inspector of the Civil Engineering, Electrical or Signal & Telecommunication Department of the Corporation.
- 1.28 **GCC:** Konkan Railways Standard General Conditions of Contract- July-2022 along with latest correction slips.
- 1.29 **GST:** Goods & Services Tax
- 1.30 **Headings & Marginal Headings:** The top headings and marginal headings/notes in the tender or contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.
- 1.31 **The Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- 1.32 **The Intended Completion Date** means the Completion Date specified in the Contract.
- 1.33 **IRC :** Indian Roads Congress

- 1.34 **IREPS:** Indian Railways E-Procurement System
- 1.35 **IRS :** Indian Railway Standards
- 1.36 **IS Code :** Indian Standard Codes issued by BIS
- 1.37 **JV:** Joint Venture
- 1.38 **KRCL / Corporation / Railway :** Konkan Railway Corporation Limited
- 1.39 **LOA :** Letter of Acceptance
- 1.40 **LPS :** Litre Per Second
- 1.41 The **Maintenance period or Defects Liability Period** means such period as stipulated in the relevant clauses of the Contract and calculated from the Completion Date.
- 1.42 **Materials** are all supplies, including consumables, used by the contractor in the Works under the Contract.
- 1.43 **NIT:** Notice Inviting Tender.
- 1.44 **OD:** Outer Diameter
- 1.45 **PSU:** Public Sector Undertaking
- 1.46 **RDSO:** Research Designs and Standards Organization
- 1.47 **RTO:** DIVISIONAL Transport Office of State Govt.
- 1.48 **Schedule of Items, Rates & Quantities/Bill of Quantities** means the Schedule to the contract containing Items, Rates & Quantities.
- 1.49 **Singular and Plural:** The singular includes the plural, the masculine includes the feminine, and vice versa where the context requires.
- 1.50 **Site** shall mean the land and/or structures or places on, under, in or through which the works are carried out and any other lands or places provided by the Corporation for the purposes of the contract.
- 1.51 **Specification** means the Specification for materials and Works described in the Contract and any modification or addition under written instructions and **approval of** the Engineer-in-charge or his nominee as per the terms of the Special Conditions'
- 1.52 **Temporary Works** are works which are required for temporary and not permanent use by the Contractor, for construction or installation or maintenance of the Works under the Contract.
- 1.53 **Tender or Bid** means the offer (Technical and/or Financial) made by tenderer for the execution of the works in response to the Corporation's Invitation to Tender.
- 1.54 **Tenderer:** means, the person/the firm or company, entity or joint venture whether incorporated or not who in response to the Invitation of Tender issued by the KRCL, submits or tenders an offer in the prescribed form, to execute the works and sign contract with KRCL and shall include their representatives, and permitted assignee's.
- 1.55 **U/S:** Up Stream
- 1.56 The **Works** are what the Contract requires the contractor to execute, construct, install, commission handover to the Employer and maintain under the terms of the Contract

B. GENERAL OBLIGATIONS

Safety Procedures

1.57 Safety

- 1.57.1** In addition to clause 30, 34 and such other clauses of GCC, regarding safety, the contractor/Tenderer shall be bound to carry out the other instructions of Engineer-in-charge, as he may, deem necessary, for Safety arrangements. The contractor shall at all time be responsible to take all precautions and adopt such safe methods of working as will ensure safety of public, structures, equipment and workers.
- 1.57.2** If at any time KRCL finds the safety arrangements as inadequate or unsafe, the contractor shall take immediate corrective action as directed by KRCL's representative.
- 1.57.3** The contractor's responsibility for safe working shall not be restricted to the discharge of instructions if any of the Engineer-in-charge and the contractor/tenderer shall on his own adopt all necessary precautions.
- 1.57.4** The contractor shall provide all necessary safety appliances such as safety goggles, helmets, gumboots, safety belts, ear plugs, masks etc. to the workers, staff and also for consultants, employer, visiting officers/guests etc.
- 1.57.5** The cost of all Safety arrangements including cost of all labour and material is deemed to have been included in the item rates given and percentage rate quoted by the tenderer in Schedule of Items, Rates and Quantities and nothing extra shall be payable under this contract.
- 1.57.6** While working near to or along side existing power line crossing or telephone / telegraph line crossing, the tenderer / contractor shall be responsible for ensuring that no interference or obstruction is caused by their men or machinery under any circumstances. He shall ensure safety to life for his own men and machinery duly maintaining distance from power line crossing.
- 1.57.7** Any temporary arrangements for maintaining continuous flow through the sewer/water mains will have to be made by the contractor if the existing mains are affected during excavation of foundations, duly realigning the sewer/water mains, underground cables etc. at no extra cost. Permanent diversions of any underground sewerage or water pipe line system, if required to be done by the contractor, shall, however, be paid for separately at rates to be mutually agreed.
- 1.57.8** The tenderer / contractor will be responsible for any loss or damage to KRCL (Corporation), and public property or third party, if it occurs during the course of execution of work and corporation reserves its right to have damages made good by tenderer / Contractor at his own cost.
- 1.57.9** In case an accident occurs at the work site and the findings of the Enquiry Committee set up by the Corporation to investigate the cause of the accident shall be final and binding on the Contractor. If Contractor is held responsible for the accident, the contract shall liable to be terminated forthwith notwithstanding the provisions of the General Conditions of Contract.
- 1.57.10** Irrespective of invoking provisions of clause 2.2.9 as above-mentioned or otherwise, penalty upto an upper limit of 10% of the total cost of the work may be imposed in case an accident occurs due to Contractor's negligence as decided by the Corporation whose decision shall be final and binding on the contractor. The Contractor is also liable for prosecution if loss of life is involved.

The contractor will specifically note that in case any accident takes place due to the carelessness of the tenderer/s then the Railway administration may terminate the present contract, and Railway reserve the right to recover to cost of damages due to such accident from the contractor. Payment of compensation to labour as per extent Government rules and Legal Acts will be sole responsibility of the contractor failing this Railway shall be entitled to recover the compensation amount from dues payable to the contractor to discharge compensation liabilities.

1.57.11 The work shall be so carried out that there is no infringement to the Railway's Schedule of Dimensions.

1.57.12 The Contractor's technical supervisor / Engineer shall be present at work site, at all times, when the work is being executed. The contractor shall employ adequate number of workers to give consistent and desired progress per day.

1.57.13 The tenderer / contractor must ensure the safety of labourers and other people at site engaged by him during the course of execution of work and the KRCL (Corporation) shall not be responsible for any injury sustained by the labourer and or any fatal accident and the tenderer / contractor should bear all loss and expenditure involved. The tenderer / contractor must indemnify the KRCL from any liability arising out of such cases. The contractor should deal and settle all legal cases / court cases arising out from them at his own cost.

1.58 All the Safety precautions for open and underground excavation shall be observed & followed as per relevant statutory regulations IS Codes as well as 'HSE Manual'.

Quality Assurance Plan -NOT APPLICABLE

Publicity

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

Official Secrets Act 1923

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

Royalties and Patent Rights

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

Dissolution of Contractor's Firm

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

Documentation of Works and Final Submissions:

- 1.64** Site inspection register will be maintained by the Engineer-in-charge or his representative in which the contractor or his agent will be bound to sign day to day entries made by the Engineer-in-charge or his representative. The contractor is required to take note of the instructions given to him in site inspection register and should comply within a reasonable time. The contractor will also arrange to receive all the letters etc. issued to him at the site of work. The Contractor is deemed to have due and adequate notice of all the entries made in the Register by the Engineer in Charge or his Representative and failure on the part of the Contractor to counter sign the Register shall not exonerate the contractor from complying with the noting.
- 1.65** Contractor shall purchase at his own cost all the registers required at site for various purposes. All the registers required to be maintained at work sites for recording various measurements, daily activities or for other purposes, shall be authenticated by the Engineer-in-charge. Before making use of any register, Engineer-in-charge will authenticate the same by signing first and last page with his stamp. The Contractor shall ensure that all the pages have been machine numbered serially. The register(s) which have not been authenticated by Engineer-in-charge should not be used at site.
- 1.66** The contractor shall submit to the Corporation, through online measurement book for final bill as per directives of Engineer-in-charge, containing all the relevant details of up to date work done, typed in electronic media, using an office software and printed, jointly signed by contractors and engineers or his representatives. The submitted booklets will be property of the Corporation. Contractor shall also submit the same in electronic storage device of adequate capacity. No additional payment shall be made for submitting such submissions.
- 1.67** All the original registers, files, level books, balance measurement sheets, abstract sheets, drawings, tracings or any other records maintained at site during construction shall be submitted by contractor to KRCL forthwith after completion / termination of work.

Change in Address

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

C. EXECUTION OF WORKS

Site Clearance at start of work

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

Occupation and Use of Land

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

Land

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

Felling of trees

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

Working Hours

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

Survey

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

Setting out works

- 1.79** The initial reference points to start the work shall be provided by Engineer-in-charge. Thereafter, contractor will proceed in terms of clause 19 (4) of GCC.
- 1.80** The contractor has to make arrangement for numbering the sleepers for identification and easy locating the attended patches as instructed by Engineer-in-charge without any extra cost.

Enabling Works

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

Urgent Work

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

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

- 1.83** The duties of the representative of the Engineer-in-charge are to watch and supervise the works and to test and examine any materials to be used and the workmanship in connection with the works. He shall have no authority to order any work involving any extra payment by KRCL or make any variation in the works.
- 1.84** The Engineer-in-charge may from time to time delegate to his representative any of the powers and authorities vested in the Engineer-in-charge. A copy of all such delegation of powers and authorities shall be furnished to the contractor, by him.
- 1.85** For supervision of all the works pertaining under this contract KRCL may engage Engineers on contract basis. They may be deployed to assist for supervision of works. The Contractor shall facilitate such supervision.
- 1.86** KRCL reserves the right to deploy an agency for providing Project Management Consultancy (PMC) to augment its supervision capabilities.
- 1.87** Contractors shall provide facilities for inspection of works to Engineers as in Clause 19.3 above and agency of PMC as in Clause 19.4 above as provided in GCC clause 28.

Priority of Documents and specifications.

- 1.88** The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents within the contract document shall be in accordance with the following sequence:

1. The Agreement for the works executed on stamp paper.
2. The Letter of Award / Acceptance.
3. Schedule of Items, Rates and Quantities/Bill of Quantities (BOQ)
4. Special Conditions of Contract
5. Technical Specifications as given in Tender Documents.
6. Drawings
7. Konkan Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
8. 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.
9. 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.
10. 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.
11. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
12. Relevant B.I.S Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
13. Instructions to tenderer/s

- 1.89** Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

If there are varying or conflicting provisions made in any documents forming part of the Contract or in the event of a conflicting view as to the interpretation of the contents thereof; the documents shall take priority in accordance with the list given in clause 20.1 above. When there is any conflict between the specifications given in this contract and the IRS, BIS, IRC specifications or specifications of any other body/Institution/Authority as the case may be, the specifications given in this contract shall prevail over the other specifications. However, in case of any ambiguity, the decision of the Engineer-in-charge in this regard shall be **final and binding**.

Programme of Construction:

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

Drawings for works

- 1.92** The drawings attached with the tender are indicative only and the work will be carried out as per approved drawings. Contractor will have no claim on account of deviation in approved drawing with reference to tender drawing.
- 1.93** The Corporation reserves the right to modify the plans and drawings referred to in the tender documents without assigning any reasons as and when considered necessary by the Corporation. The Contractor shall have no claim on account of such modifications.

- 1.94** It should be specifically noted that some of the detailed drawings may not have been finalized by the Corporation and will, therefore, be supplied to the contractor, progressively as per site requirements. No compensation whatsoever on this account shall be payable. No claim shall be entertained in this regard by KRCL.

Delay and Extension of Contract Period

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

Maintenance/Defects Liability Period - Nil

D. INSURANCE

Insurance

- 1.96** Before commencement of works, it shall be obligatory for the Contractor to obtain, at his own cost, **third party liability insurance cover** in the joint name of the contractor and employer from reputed companies.
- 1.97** The Contractor shall provide documentary evidence to the Employer/Engineer-in-charge before commencement of work at site that the third party liability insurance have been effected and shall within 30 days of the commencement date, provide the insurance policy to the Employer/Engineer-in-charge. The Contractor shall, whenever, called upon, produce to the Engineer-in-charge or his representative the evidence of payment of premiums paid by him to ensure that the policy indeed continue to be in force.
- On the event of any damage to the property/life of third party, the contractor has to make immediate payment and relief measures as per the directions of the Engineer-in charge. The decision of Engineer-in-charge is **final and binding**.
- 1.98** If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the Engineer-in-charge in the third party liability insurance policy mentioned above, then in such cases, the Engineer-in-charge may effect and keep in force any such insurance or further insurance on behalf of the Contractor. The **recovery** shall be made at the **rate of 1.5 times** the premium / premiums paid by the Engineer-in-charge in this regard from the payment due to the Contractor or from the Contractor's Security Deposit / Performance Security. However, the Contractor shall not be absolved from his responsibility and / or liability in this regard.
- 1.99** Contractor at his own cost and without involving any obligations on part of Corporation, shall take necessary insurance policies for his men, materials, construction plants, machineries, equipments or any other insurance cover as may be required by the law of land.
- 1.100** The Employer / Engineer-in-charge shall not be liable for or in respect of any damages to construction **Plant, Machinery and Equipment** brought to site by the contractor or compensations payable to any workman or other person in the employment of the Contractor or his sub-contractor or petty contractor. The Contractor shall indemnify and keep indemnified the Employer / Engineer-in-charge against all such damages and compensation for which the Contractor is liable.

E. PRICE VARIATION

Price Variation Clause(PVC): As per **Railway Board Letter No 2022/CE-I/GCC-2022/Policy dated 14/07/2022**, **Price variation shall be applicable only in tender having advertised value above Rs.2 Crores. Hence PVC is not applicable for this tender.**

- 1.101** Price Variation for Cement – **Not applicable.**
- 1.102** Price Variation for Steel – **Not applicable.**

F. ADVANCES AND PAYMENTS

Mobilization Advance (Applicable for Tenders having value exceeds Rs 25 crore) – **Not Applicable.**

Plant & Machinery Advance- (Applicable for Tenders having value exceeds Rs 25 crore) – **Not Applicable.**

Stage Payment on Supply of Steel – **Not Applicable.**

Payment of Bills through “online measurement book” – As per GM/P-I letter No. KR/CO/Contract Policy Cell/2021/4, Date: 28.12.2021

- 1.103** The measurements for payment of ‘on account’, ‘pre-final’ and ‘final’ bills have to be taken by the contractor’s Engineer in the presence of the Engineer-in-charge or his representative. Joint measurements shall be taken continuously and need not be connected with billing stage. Based on the above measurements, the contractor has to submit his ‘on-account’ / ‘pre-final’ / ‘final’ bills along with the details of measurement and calculation of quantities in “online measurement book” approved by the Engineer-in-charge duly certified by the qualified Engineer or quantity surveyor of the contractor authorized in this behalf.
- 1.104** The “on account bills” should be submitted monthly through “online measurement book”. In case, of insufficient progress, contractor shall submit “Nil” bill.
- 1.105** The payment of “on account” bills will be regulated as under:
- On submission of “on account” bills by the contractor, the Corporation shall arrange for 75% payment of such “on account” bills within 7 working days, and
 - The balance due will be paid after scrutiny (technical check) and acceptance of the bill within next 15 working days.
 - If it is found that the Contractor has at any point of time submitted bills of exaggerated or wrong amounts without prejudice to any other right or remedy available to KRCL, the facility of such ad-hoc payment shall be discontinued and subsequent payments towards the Bills shall be made only after scrutiny and technical check.
- 1.106** The payment of pre-final and final bills will be made only after scrutiny (technical check) of the bills and after obtaining a certificate from the Engineer-in-charge for satisfactory completion of work. Final bill will be paid after submission of unconditional and unequivocal No Claim Certificate by the Contractor.

31. 1) Performance Guarantee

1) The successful tenderer shall be liable to pay performance guarantee as governed by clause 16.(4) of Konkan Railways Standard General Conditions of Contract – July 2022 along with latest correction slips upto invitation of Tender. The proforma for payment of Performance Guarantee in the Form of Bank Guarantee is also available in tender document.

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty- one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

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

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

(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:

- (I) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per **Annexure-XVII**.

Note:

1. The provision of insurance Surety Bond shall be for all contracts having DOC within 36 months only.

2. In case DOC extends beyond 36 months, fresh Insurance Surety Bond or any other form of Performance Guarantee prescribed in GCC for the balance amount shall be submitted by agency, otherwise necessary action will be taken as per terms of Agreement.

- (vi) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- (vii) (Deposit in the Post Office Saving Bank;
- (viii) Deposit in the National Savings Certificates;
- (ix) Twelve years National Defence Certificates;
- (x) Ten years Defence Deposits;
- (xi) National Defence Bonds and
- (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

(d)The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

(e)The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.

(g)The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the Railway is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(1) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(2) Failure by the Contractor to pay to the Railway any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

(3) The Contract being determined or rescinded under clause 62 of these conditions.

Article I. Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,
Acting
through.....,
.....
.....
Railway.

Date:
.....

Surety Bond No:

Issue Date:

Amount of Bond:

Expiry Date:

WHEREAS, In consideration of the President of India acting through.....(*Designation & address of contract signing authority*),.....Railway,.....(hereinafter called "The Railway") having accepted the bid of M/S XXXXX hereinafter called the contractor, for the work of "XXX" under invitation for bids No XXXX Dated XXXXX, Vide Letter of Acceptance No.....

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of ₹. **XXXX (Rupees XXXX Only)**, in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

SB No:

Date:

WHEREAS, we, _____ (*Name of insurance company*) hereinafter called the Surety, acting through [*Designation(s) of the authorised person of the Surety*], have, at the request of the **M/s. XXXX** contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. **KNOW ALL MEN** by these present that I/We, the undersigned [*Insert name(s) of authoized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of **XXXX (Rupees XXXX Only)** as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [*insert date of issue*]. The Bond and our obligations under it will expire on **XXXX (Expiry Date)**. All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.

10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.

11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.

12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.

13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

- a) Our liability under this Surety Bond shall not exceed **XXXX (Rupees XXXXX Only)**.
- b) This Surety Bond shall be valid up to **XXXX (being the date of expiry)**;
- c) Unless the bank is served a written claim or demand on or before) **XXXX [date of expiry]** all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 2024

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbgeneral.in].

Place.....

Bank's Seal and authorized signature(s) *[Name in Block letters]*
..... *[Designation with Code No.]*.....

*[P/Attorney] No. **Witness***

1.

2.

[Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and Shall be deleted from the final document.]

31. 2) Security Deposit

1). Security Deposit payable for the work will be governed by clause 16.(1), 16.(2) and 16.(3) of Konkan Railways Standard General Conditions of Contract – July 2022 along with latest correction slips upto invitation of Tender.

The Security Deposit shall be 5% of the contract value The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

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

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

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

31 (3) (i) Refund of Security Deposit: Security Deposit mentioned in sub clause

(1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51. (1) and
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable.

31(4) (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.

31.(5) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.

32. Taxes and Duties

32.1 The rates quoted by the tenderer shall be exclusive of the Goods and Service Tax (GST) as applicable in the State of Maharashtra, Goa and Karnataka or other applicable State, as the case may be. GST shall be paid subject to reflection of the same in KRCL's GST No as per GSTIN portal.

32.1 Corporation shall deduct the any other tax from the Contractor's bill at the rate as applicable as per rules framed by concerned Govt./ Local bodies from time to time and remit it to concerned department and shall issue a certificate regarding Tax/Duties/Levies so deducted on demand by the Contractor.

32.3 Implementation of – The Building and Other Construction Workers (RECS) Act, 1996 and The Building and Other Construction Workers Welfare Cess Act, 1996 in Railway Contracts:

“The tenderer for carrying out any construction work in the respective State Government (Karnataka) must get themselves registered from the Registering Officer under Section-7 of the Building and other Construction Workers Act, 1996 and rules made thereto by the respective State Government and submit certificate of Registration issued from the Registering Officer of the respective State Government (name of the State) (Labour Dept.). **For enactment of this Act, the tenderer shall be required to pay cess at the rate of 1% of the cost of construction work to be deducted from each bill. The same** shall be considered to have been included in the percentage rates quoted by tenderer/s in the Schedule of Items, Rates & Quantities.

32.4 In terms of section 194 C inserted by the Finance Act 1972 in the Income Tax Act 1961, KRCL shall at the time of arranging payments to the contractor, be entitled to deduct income tax at source. The deductions towards income tax to be made at source from the payments due to the non-residents shall continue to be governed by Section 195 of the Income Tax Act, 1961.

G. VARIATION & MISCELLANEOUS

33. Variation in Quantities

33.1 The quantities of item(s) including foundations in the Schedule of Items, Rates & Quantities for the work to be executed are only approximate. The quantities have been as far as - possible assessed correctly, but the same are likely to vary during the execution of work. Variation in quantities will be dealt as per clause 41, 42.(1), 42.(2) and 42.(3) of Konkan Railways Standard General Conditions of Contract – July-2022 along with latest correction slips. Few of them are brought out below.

33.2 The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

33.3 In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates.

33.4 Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

33.5 Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

33.6 Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

33.7 For minus variation of agreemental value, the contractor shall not be entitled to any compensation but shall be paid only for the actual quantity of work at accepted rate.

33.8 In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.

33.9 In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.

33.10 The contractor shall not be entitled for any compensation or claims whatsoever on account of non-operation of any BOQ item during execution of work.

33.11 **Rates for Extra Items of Works:** will be dealt as per clause 39 (1) of Konkan Railways Standard General Conditions of Contract – July-2022 along with latest correction slips.

H. MATERIALS, TOOLS, PLANTS & MACHINERY, & POWER SUPPLY

34 Transport, Custody and Storage of Material

34.1 The contractor shall be responsible for the safe transport custody and storage of all materials issued to/arranged by him and he will be liable to make good the loss due to any cause whatsoever that may be suffered by the Corporation on this account. Special precautions should be taken in respect of cement while transporting cement. Steps should be taken to safeguard against cement becoming damp or wet due to moisture or rain. The contractor will also be responsible for storing cement in damp proof conditions at site of work at his own cost in accordance with the standard specifications. The Engineer-in-charge shall decide whether the cement stored in the godowns is fit for the work and his decision shall be **final and binding** on the contractor/s.

34.2 No petroleum spirit within the meaning of the Indian Petroleum Spirit (Motor-Vehicles etc.) Regulation 1929 shall be stored at site or adjacent to it, until the approval of the KRCL and necessary license under the Act has been obtained by the contractor.

34.3 Contractor shall store explosives if any as per rules & standards.

34.4 The nominated depot for issue of Corporation's materials to the contractor and for return of unused material by the contractor is the Corporation's store depot at Ratnagiri/Madgaon. The cost of transportation of material from and to this nominated depot would be borne by contractor.

34.5 The contractor shall make his own arrangements at the site of work for the safe storage and custody of Corporation's materials issued to him. Such Corporation's materials issued to the contractor and stored at the site of work shall be open for inspection by the Engineer-in-charge at all reasonable time.

35 Material Procurement and Reconciliation Statement

35.1 The contractor can procure the materials from any source except as provided otherwise in the contract. The material shall conform to laid down specifications. The contractor shall furnish requisite test certificates as per approved Quality Assurance Plan / Inspection and Testing Plan (QAP / ITP).

35.2 The contractor shall submit material reconciliation statement duly verified by representative of

Engineer-in-charge, with every "on account bills" duly showing consumption & balance of all materials either purchased by contractor or issued by Corporation (if any) and used during construction.

36 Materials used or issued in excess of requirement

36.1 The contractor shall be responsible for using the correct quantity of materials required for the work and return the balance, if any issued by the Corporation, after the completion of the work.

36.2 In case of materials under relevant clause are issued to the contractor for the work under terms of contract, the supply thereof shall be made in stages limited to the quantity/quantities computed by the Corporation according to the prescribed specification and approved drawings as per the agreement.

36.3 If work is suffering due to shortage of material and if KRCL makes the arrangement for the same for smooth functioning of the work, the cost of such material shall be recovered at the rate of two times of the landing cost to KRCL.

36.4 Any materials, if issued by the Corporation, used in excess over the correct quantity arrived at as per specification will be charged against the contractor at twice the market rate or twice the book value whichever is higher.

36.5 The materials issued in excess of the requirement(s) as above shall be returned perfectly in good condition by the contractor to the Corporation immediately after completion or determination of the contract. If the contractor fails to return the said stores, then the cost of the materials issued in excess of the requirement computed by the Corporation according to the specification and approved drawings will be recovered from the contractor at twice the market rate or twice the book rate whichever is higher.

36.6 The recovery is stipulated in clause 37.3 to 37.5 will be without prejudice to the rights of the Corporation to take action against the contractor under the conditions of the contract for not doing/completing the work according to the prescribed specification and approved drawing.

37 Materials used less than the requirement

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

38 Tools, Plants and Machinery

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

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

39 Deployment of Plant and Machinery

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

40 Workmanship and Testing

40.1 The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the works and to the entire satisfaction of engineer according to the instructions and directions which the Contractors may from time to time receive from the engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the engineer may direct and wholly at the expense of the contractor.

41. Removal of Improper Works, Materials and plant & Machinery:

41.1 The Engineer or Engineer's Representative shall be entitled to order from time to time:

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

42 Sufficiency of Construction Plants and Equipment's

42.1 It will entirely be the responsibility of the contractor to mobilize sufficient construction plant and construction machinery in very good working condition and to the satisfaction of Engineer-in-charge. All the machinery, tools and plant including spare parts, fuel, consumable stores and labour that are required for the efficient and methodical execution of the works. However, the main construction equipment must be accepted by the Engineer in Charge before they are deployed on the project for the start of the construction works.

42.2 Any delay resulting from improper selection of equipment by the Contractor, their rejection of the Service and resubmission with new data will not constitute grounds for the Contractor to an extension of the contractual deadline for completion of the Project, or any compensation thereof.

42.3 If during the course of execution of works, it is found that such plant and machinery mobilized by the contractor are inadequate for the timely completion of works, the contractor shall undertake to augment the plant and equipment to the satisfaction of Engineer- in- charge.

42.4 The contractor should also make sure that he has ready access to expert manpower to operate these plant and machinery efficiently and effectively.

43 Power Supply

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

43.2 Contractor shall provide adequate lighting facilities during execution of work and special lighting for inspection.

44 Site Laboratory: (Not Applicable)

- 44.1 The contractor shall be required to set up at his own cost a properly equipped and furnished laboratory of appropriate dimensions at or near the site, which should be always open for use and inspection by Railway/Corporation. All the equipment and machinery etc. shall be kept in good working conditions. The contractor shall be required to have the gauges and equipment calibrated from a reputed laboratory on a regular basis as required by the manufacturer and as and when directed by Engineer-in-charge.
- 44.2 The site laboratory must be equipped with:
- i) Complete file of all data associated with the Quality Assurance Plan (QAP) and the Inspection and Testing Plan (ITP);
 - ii) Library with the latest edition of all relevant codes and specifications on the basis of which the QC testing is carried out;
- 44.3 The site laboratory shall be managed, during the entire period of construction of the project, by a full time experienced QC Engineer approved by the Engineer in charge. He shall be assisted by qualified technical personnel in the required fields of expertise and in sufficient numbers. These personnel shall be exclusively dedicated to the Quality Control testing works of the project.
- 44.4 The laboratory shall be equipped with the equipment needed for tests connected with this tender work and as per latest relevant codes. The Engineer-in-charge can also instruct to conduct any other related test at site and Contractor should have the testing equipment to follow the instruction of Engineer-in-charge. No extra payment will be made for conducting lab / field tests.
- 44.5 The cost of setting up the laboratory, equipping the same, maintaining, conducting all tests on materials and cubes shall be borne by the contractors and shall be deemed to have been included in the item rates for various items of work and percentage rate tendered. Nothing extra is payable.
- 44.6 The contractor shall also be required to have the material used in the project tested and certified by an independent agency or laboratory at his own cost as per the frequency prescribed by the Engineer-in-charge from time to time.

45 TELECOMMUNICATION – Not Applicable

PROTECTION OF ENVIRONMENT

46 Protection of Environment

46.1 General

All the provisions of environmental protection law of State & Central Govt. shall be followed.

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

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

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

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

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

46.4 The Environment (Protection) Act, 1986

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

46.5 The Public Liability Insurance Act, 1991

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

46.6 Environmental & Forest clearances

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

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

Avoid generation of dust due to construction activities. Construction site should be watered adequately and periodically to minimize fugitive dust generation.

All possible and practicable measures to control dust emission during drilling operations.

Exhaust emissions from all construction equipments shall adhere to vehicle emission norms laid out by Central Pollution Control Board.

Chassis, engine and body of all vehicles used at site shall be clean, free from surplus oil and grease. Regular maintenance of all vehicles shall be ensured. Fuel tank, feed lines, lights, brakes, steering mechanism, other parts shall be in good working order. Damaged silencers of construction vehicles shall be promptly replaced. Vehicles shall be in proper maintained condition in all respects for the safe driving, transportation and working.

No lubricants, oil, solvents or paint products should be allowed to discharge into water courses, either by direct discharge, or as contaminants carried in surface water runoff from construction site.

Domestic sewage generated from site toilets and washing facilities provided for construction workers should be collected separately and disposed off or appropriately treated to comply with statutory requirements and as per instructions of Engineer-In-Charge.

Labour force in the labour camps should use LPG cylinders to avoid encroachment on forest area during construction phase.

The contractor is required to comply with all precautions as required for the safety of workmen as per the applicable labour law.

Adequate precautions shall be taken to prevent danger from electrical equipments.

All machines/ equipments used shall conform to the standards / codal provisions and shall be regularly inspected and calibrated.

The electric wiring's shall be well insulated and firmly secured.

A readily available first aid unit including an adequate supply of sterilized dressing material and appliances shall be provided as per the requirements under the Factory Act. Depending upon the number, the health facilities shall be arranged as WHO Norms.

Anti-malarial measures shall be complied. Regular cleaning of drains carrying waste water shall be ensured.

MANPOWER

47.0 Employment of Qualified Engineers :-

47.1 The contractor shall employ sufficient number of technical staff as advised below, who shall be qualified Engineers as required for setting out alignment, taking established bench marks, cross section level plotting, computation of quantities, taking measurements, and also for efficient supervision of various works at different work spots. The contractor should also submit a list of names of graduate Engineer and Diploma holders with their Bio-data to the Corporation within 7 days from the date of issue of Letter of Acceptance for approval. Any further changes should be advised and got approved.

47.2 Organisation:

47.2.1 The contractor shall submit to the Engineer in charge, not later than 30 days from the date of award of contract, the organization chart showing following key positions, and CV's of the incumbents and the brief job descriptions. The Engineer shall issue Notice of "No-objection" or otherwise for the appointment of "key positions" within 5 working days of such submission.

47.2.2 The performance of personnel shall be under observation by Engineer-in-charge. In case the performance of any personnel is not upto the mark, as decided by Engineer-in-charge, a report shall be put up by him to Chief Engineer and the decision of Chief Engineer shall be final and binding. In case replacement is required, contractor shall be responsible for replacement of such personnel; duly following the procedure as in clause 47.2.1.

47.2.3 If KRCL finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal offense, then KRCL shall order in writing for replacement of such personnel. Contractor shall, provide the replacement with the procedure prescribed in clause no. 47.2.1

47.2.4 The number of key positions and their eligibility criteria are as below:

S.No.	Contract Value	Deployment of qualified personal
1.	When cost of work to be executed is Rs. 200 lakh and above	One qualified Graduate Engineer in Civil Engineering
2.	When cost of work to be executed is more than Rs. 25 lakh but less than Rs.200 lakh.	One qualified Diploma holder Engineer in Civil Engineering

Note : KRCL may increase the minimum requirement mentioned as above.

47.2.5 The contractor shall submit the list of personnel (clause 47.4) available at site with every "on account" monthly bills.

47.3 No objection by Engineer to the Contractor's organization, shall not absolve the contractor of his responsibility, in any way, under the contract.

47.4 Failure to deploy the minimum technical staff as brought out above will make contractor liable for penalty as under for default period:

- a) No Diploma Engineer - Rs. 25,000 per month or part thereof
- b) No Graduate Engineer – Rs. 40,000 per month or part thereof

- 47.5 The Contractor's technical staff should be available at site to take instructions from the Engineer-in-charge.
- 47.6 The list of names, qualification and experience of these personnel should be furnished along with the tender documents.

L. LABOUR

48. Payment of Wages act & Minimum wages

- 48.1 Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Konkan Railways General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:
1. Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 2. Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
 3. The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 4. After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
 5. It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- 48.2 While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee/Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at www.shramikkalyan.indianrailways.gov.in till ____ Month, ____ Year.

49. Contractor to indemnify Corporation

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

charge or his representative shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the corporation.

49..2 The contractor shall engage local labourers for unskilled works as far as practicable.

50. Claims on account of violation of labour laws

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

51.2 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Corporation at any point of time.

51.2.1 Some major laws applicable to establishments engaged in building and other construction work are given hereunder for reference. These shall be applicable within the latest statutory amendment as on the date of cause of action.

- I) Workmen Compensation Act 1923
- ii) Payment of Gratuity Act 1972
- iii) Employees P.F and Miscellaneous Provision Act 1952
- iv) Maternity Benefit Act 1951
- v) Provision of Contract Labour (Regulation & Abolition) Act 1970.
- vi) The Building & other Construction workers welfare cess Act, 1996.
- vii) Minimum Wages Act 1948
- viii) Payment of Wages Act 1936
- ix) Equal Remuneration Act 1979
- X) Payment of Bonus Act 1965
- xi) Industrial Disputes Act 1947
- xii) Industrial Employment's (Standing Orders) Act 1946
- xiii) Trade Unions Act 1926
- xiv) Child Labour (Prohibition & Regulation) Act 1986
- xv) Inter-State Migrant workmen's (Regulation of Employment and Conditions of service) Act 1979.
- xvi) The Bonded labour system (Abolition) Ordinance, 1975.
- xvii) Any other Act applicable which is not mentioned above.

51.0 Employees Provident Fund

51.1 The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

- 51.2 As Per Section 36(b) of the Employee Provident Fund Scheme 1952, every contractor shall within seven days of the close of every month, submit to the principal employer a statement showing the recoveries of contributions in respect of employees employed by or through him and shall also furnish to him such information as the principal employer is required to furnish under the provisions of the scheme to the Provident Fund Commissioner.
- 51.3 The Contractor shall be liable to pay before the due date his contribution, employee's contribution and other administrative charges as per provisions of the Employees Provident Fund Act as amended from time to time, in respect of all the staff and labour employed by him for the execution of the contract. In the event of his failure to follow the above provisions, the Corporation has to pay the said amount of contribution as assessed to the Provident Fund Commissioner and the Corporation will recover from the Contractor the amount paid to the Provident Fund Commissioner, out of the sums due and payable to the Contractor.
- 51.4 In such case of failure on the part of Contractor, Contractor shall indemnify and save harmless the Corporation from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Corporation by reasons of any act or omission of the Contractor, his agents or employees in connection with complying the provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952 as amended from time to time. All sums payable by way of compensation / penalty / damages / interest on the outstanding amounts payable by the Contractor shall be considered as reasonable and be payable by the Contractor to the Corporation immediately and if the Contractor does not pay the amount immediately the same will be deducted from the security deposit or earnest money or any other amount available with the Corporation or any money payable to the Contractor by the Corporation.
- 51.5 Contractor should submit a Compliance Certificate along with the details of employees and recoveries made to the Konkan Railway Corporation as per the proforma (**Appendix-6D**) mentioned every month within seven days of the close of every month as per the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 as amended from time to time.
- 51.6 If the contractor is a co-operative Labour Contract Society/Vendor Co- operative Society, there shall be no element of contractor or ex-contractor in that society in any capacity nor contractor associating with the society as on office bearer. In case of any breach of these provisions, the corporation reserves its right to terminate the contract with the Society at any time, without assigning reasons, after giving notice of a month to the society.

52.0 Employees Pension Scheme

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

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

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

M. ARBITRATION

53.0 Settlement of Disputes

53.1 For settlement of disputes with central PSUs, the procedure as per extant orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Government of India shall be followed.

54.0 Settlement through Court

54.1 It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through **clause No.63 & 64** of Konkan Railways Standard General Conditions Contract – July-2022.

54.2 The contract shall be governed by the law for the time being in force in the Republic of India. In case of any disputes/differences resulting in court case/s between contractor & KRCL, the jurisdiction shall be of Courts at Mumbai only.

SPECIAL CONDITIONS OF CONTRACT - PART - B

1. Name of work: Anti-corrosive treatment for rails in tunnel and section under SSE/P.way/Bhatkal section.

Locations of “Anti-corrosive treatment for rails in tunnel and section” under SSE/P.way/Bhatkal section (Tentative).

A) List of Tunnels (52 kg rails) : Ramthirth Tunnel, Honnavara-I & II tunnel, Bhatkal Tunnel, Byndoor Tunnel.

B) List of Block sections (60 kg rails) : Honnavara to Murdehswara.

C) List of Block sections (52 kg rails) : Honnavara to Senapur (loop lines)

2. Period of Completion : Five Months from the date of issuing of acceptance letter.

Note: Since the OHE power blocks is precise. The allotted blocks needs to be utilized judiciously.

3. Time Limit : Time is the essence of the contract and the tenderer/contractor is required to complete the work within the period of completion.

4. Maintenance Period : NIL.

5. Contractor shall be responsible for safe usage of the rail dolly as prescribed in G & SR.

6. After completion of work, the site shall be cleared of all muck and debris within period of 10 days from the date of completion of work. If contractor fails to do so, the muck/debris will be got removed by another agency and the cost will be recovered from the contractor.

7. Safety of labour working at site should be adequately ensured by providing safety belts or wooden balli barricade etc.

8. There should not be any obstruction to the running track.

9. The work is to be done during day and night and contractor has to make adequate arrangement for work during night time.

9.1. The work shall be carried out under traffic conditions. Block for carrying out the work will be arranged by KRCL without affecting the train services. Contractor has to organise his works in such a way that no activity is held up for want of adequate block or non availability block on any particular day. There shall be no detention of Railway traffic on account of any activity of the contractor or his men. Contractor will be penalized as under in case trains are detained due to his failure in clearing traffic block after ensuring track safety.

i) Rs.10,000/ per hour or part there of in case of mail / express trains.

ii) Rs.5,000/ per hour or part there of in case of goods train.

9.2 The contractor shall organise his works ensuring safety of traffic, railway property and contractor's men and materials at all times.

9.3 It shall be clearly understood that the contractor is personally responsible for any omissions and commissions on the part of men engaged by him. In case of any damages to railway/public property or injuries to the travelling public on account of failure of contractor to adhere to safety or resulting in an accident, the cost of damages will be recovered from the contractor from his work or other on going works, in addition the contractor will also be liable for criminal prosecution.

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

10. The Engineer-in-charge shall approve the methodology proposed to be adopted by contractor, with a view to ensure safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirements to be adopted/followed while executing the work. There shall be an assurance register kept at each site, which will have to be signed by both i.e. Railway Supervisor or his representative as well as the contractor's supervisor as a token of their having understood the safety precautions to be observed at site.

11. The materials issued to the contractor shall be properly secured and the contractor is responsible for its safe custody. The contractor shall take all the necessary precaution to prevent its damage from fire, floods etc. In case of loss of materials, the corporation will recover the cost of materials as per extent rules. The contractor shall make his arrangement for storing the materials at site.

12. Contractor has to carry out the work under traffic block. Traffic block will be provided as per availability of block. Traffic block will depend on flow of traffic. No claim will be entertained due to non-availability of block.

13. The work shall be carried out such a way that no infringement will be caused to the schedule of dimension or dangerous to movement of trains.

14. No mobilization advance will be payable for this work.

15. Approximate quantities are indicated in the Tender schedule and may vary as per site condition for which no claim will be entertained. However, the exact location and quantity will be informed by Engineer-in-charge which is final and binding on the contractor.

16. The contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or Railway property and shall post such look out men as directed by KRCL.
17. As the work is of urgent nature, contractor is responsible to provide sufficient-labours, foreman, machineries etc. as per requirement and the machines / equipments shall be maintained in working condition at all times and sufficient machinery are to be available.
18. The Engineer-in-charge shall approve the methodology proposed to be adopted by contractor, with a view to ensure safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirements to be adopted / followed while executing the work. There shall be an assurance register kept at each site, which will have to be signed by both i.e. Railway Supervisor or his representative as well as the contractor's supervisor as a token of their having understood the safety precautions to be observed at site.
19. The contractor shall not start any work without the presence of railway supervisor or his representative and contractors supervisor at site.
20.
 - a) While working near to or along side the existing power line crossings or telephone / telegraph line crossings, the contractor shall be responsible for ensuring that no interference or obstruction is caused by their men or machinery under any circumstances. He shall ensure safety to life of his own men and machinery duly maintaining adequate distance from power line crossing.
 - b) Any obstructions such as service lines, water pipe lines, cables, sewerges etc. met with during the progress of works should be immediately be reported to Engineer-in-charge and the department will make necessary arrangements for removal of such obstructions or otherwise necessary protection to such service lines shall be arranged by the contractor at his own cost.
21. The materials issued to the contractor shall be properly secured and the contractor is responsible for its safe custody. The contractor shall take all the necessary precaution to prevent its damage from fire, floods, etc. In case of loss of Corporation's materials the corporation will recover the cost as per extent rules.
22. Contractor should deploy sufficient number of labours to carry out the day work in such way that there should not be any accidental fall.

23. DETAIL INSTRUCTIONS IN ORDER TO ENSURE THE SAFETY OF RUNNING TRAINS.

a. Handing over of work site to contractor : A written letter shall be issued from the supervisor along with a sketch indicating the jurisdiction of railway boundary, working area of the contractor indicating danger mark for infringement of machine working adjacent to railway alignment.

b. Layout Plan : A layout plan for OFC cable / electrical cable shall also be indicated in the work site plan which shall jointly be signed by the supervisors of all the concerned department i.e. Engineering, S & T and Electrical.

c. Entry of machinery in railway premises : After taking over the work site by the contractor from the supervisor concerned, he shall take a written permission from the supervisor for deploying the machines at actual work site. He shall also certify that the machine is stationed at a safe spot at the end of the day and mark such spot on the work site plan itself.

d. Depositing key of the machines to the concerned railway supervisor : After stabling the machineries at the nominated place by the concerned supervisor, the contractor shall deposit the key of the machinery with the railway supervisor. Next day for starting the work, the concerned supervisor will hand over the key to the operator of the machine only for the actual deployment of the machine for the work and no miscellaneous work or main work shall be permitted without the presence of railway supervisor.

e. Withdrawal of machines from the work site after completion of work : Even for the purpose of withdrawal of machines from work site or from the place of stabling, or any movement of machine likely to infringe track, the contractor has to take written permission from the supervisor. In order to avoid any unusual occurrence like slipping of boulder, slipping of machinery which may endanger running traffic, no contractor shall be permitted to remove the machine in absence of railway supervisor. The railway supervisor shall furnish the certification for successful removal of machinery from the work site. In the absence of such certificate work will be treated as incomplete and all responsibility will lie with the contractor and supervisor.

f. Vehicles and equipment's of contracts can be drafted by Railway administration in case of accidents/natural calamities involving human lives.

24 Before tendering, Tenderer/contractor shall inspect the site and get himself acquainted about availability of labours, materials, approach road and working condition etc.

CONTRACTOR
DATE

SR.DIVISIONAL ENGINEER
KARWAR

Guidelines for protection of cables while doing work its vicinity

1. Cable route marking for all types of cable must be made available block section wise on Railnet.
2. Before allowing the contractor to work near the tracks, the work executing agency (like Sr. DSTE/Sr.DEN/Sr.DEE or DyCSTE/DyCEE/DyCE etc.) shall ensure that the permission has been granted by the division to the contractor in accordance with the local instructions / JPO to work in the vicinity of the cables. Zonal railways shall devise suitable mechanism and time lines for the obtaining/granting such permission.
3. In case of works being taken up by the State Government, National Highway Authority etc., zonal railways shall devise mechanism for shifting the cables or for proper protection of cables before granting permission to work.
4. The engineering control shall keep all the information regarding any works being done near the track. S&T and electrical control shall obtain this information from engineering control.

These controls shall coordinate among themselves to ensure that no work is done in the vicinity of the track without proper permission.

5. The concerned SE/P.Way/SE/Works/SE/Sig/SE/Tele SE/Electrical (TRD or G) or RailTel supervisors supervising the work of the contractor shall ensure that the existing emergency sockets are not damaged due to their importance in providing communication during accident/emergency.
6. For all new works, cable shifting should be a mandatory part of DPR and estimate. For ongoing works, Zonal Railways may sanction works for cable shifting if necessary through contingency/supplementary/revised estimate where provision does not exist. However, in case zonal railways decide not to shift cables (due to any reason) then protection of cable shall be ensured by the zonal railways during execution of the work.
7. Penalty to be imposed for damages to cable shall be as under:

Cable damaged	Penalty per location
Only Quad cable or Signaling cable	Rs.1.0 Lakh
Only OFC	Rs.1.25 Lakh
Both OFC & Quad	Rs.1.5 Lakh
ElectricalCable	Rs.1.0 Lakh

8. Penalty should be levied on the contractor when they work without permission or resort to careless working without making arrangements for protecting cables and other utilities. Based upon the local conditions and practices, zonal railway shall devise its own conditions for examining and levying penalty. For each cable cut, a joint report at the level of supervisors should be prepared on the same day and it should become

the basis for levying penalty and fixing responsibility. Joint note should be forwarded by Sr. DSTE/Sr. DEE to the executive in-charge of the work. The executive in-charge of the work should act and decide on the cable cut case within 15 days under information to Sr. DSTE/Sr. DEE as the case may be. There should be provision of appeal by contractors within one month of notice for levying penalty at RRM level. Decision of RRM shall be final and binding upon both parties.

9. Railways will not lodge FIR with RPF in cases of works being executed by authorized contractors of Railways who have been duly permitted to execute the works.

10. Zonal Railways shall issue local instructions/JPO for protection of cables while undertaking works in the vicinity of railway tracks in line with this guideline. Zonal Railways shall also ensure that such instructions become part of their tender document within one month of the issue of the local instructions. Suitable action against erring officials shall also be incorporated in these instructions if the same is not adhered to.

ADDITIONAL STANDARD SPECIAL CONDITIONS FOR TRACK WORKS

1. The Contractor shall not start any work on the track under traffic conditions without the presence of the corporation's representative at site. In case the Contractor or his representative starts any work in absence of the Engineer's representative it shall be treated as unauthorized and illegal tampering with the track and the contractor shall be liable for action under the Indian Railway Act.
2. In case any train is detained at the approach of work site or at a station on account of its passage being considered unsafe by Corporation's representative due to bad workmanship of contractor or the track parameters being unsatisfactory for safe passage of trains, or due to the contractor leaving the work unfinished or due to work being delayed by the contractor, the corporation shall be entitled to recover detention charges from contractor's bills or security deposit or any other dues etc. as per clause 9.1 of special conditions of contract. Detention to trains as determined by the corporation shall be final and binding upon the contractor.
3. In case an accident occurs at the work site and the findings of the Enquiry Committee set up by the Corporation to investigate the cause of the accident shall be final and binding on the Contractor. If Contractor is held responsible for the accident, the contract shall be terminated forthwith notwithstanding the provisions of the General conditions of Contract.
4. Irrespective of invoking provisions of clause 9 as above-mentioned or otherwise, penalty upto an upper limit of 10% of the total cost of the work may be imposed in case an accident occurs due to Contractor's negligence as decided by the Corporation whose decision shall be final and binding on the contractor. The Contractor is also liable for prosecution if loss of life is involved.
5. The work shall be so carried out that there is no infringement to the Railway's Schedule of Dimensions.
6. Contractor should arrange for the look out men at both ends of work site to protect the track as well as to warn his labours working at site about movement of trains. If contractor fail to deploy labours for protecting the track, Corporation will arrange the look out men and recovery will be made as per extant rules. No compensation will be paid by the Corporation in case of injury or death to contractor's workers and the Contractor shall indemnify the Corporation of any responsibility in this regard. The contractor must obtain Group insurance in respect of his workers.
7. Notwithstanding the provisions of clause 62 of General Conditions of contract, the Corporation reserves the right to terminate the contract with immediate effect if the Contractor is found responsible for any breach of rule which affects the safe running of trains without giving any notice to the contractor.
8. No ballast shall be wasted on the slopes of banks or in cuttings.
9. The contractor shall proceed with the work in a systematic manner so as to ensure that stretch of track under speed restrictions and its duration are the minimum. The decision of the Engineer in this respect shall be final and binding.
10. The Contractor's technical supervisor shall be present at work site, at all times, when the work is being executed. The contractor shall employ adequate number of workers to give consistent and desired progress per day.

11. The contractor shall arrange for the safe custody of the Corporation's materials supplied/hired to him. In case of loss of Corporation's materials the Corporation will recover the cost as per extant rules.

12. Site order books, progress register material issue register and Hindrance register shall be maintained at site and entries will be recorded on day-to-day basis in the registers and signed jointly by Engineer's representative and by contractor or his authorised representative.

13. For executing the works the contractor has to arrange his own tools, plant and equipment, unless otherwise stated in the schedule. Corporation shall provide equipment which are specifically mentioned in the description/specification of items in the schedule. In all other cases, hire charges as per extant rules for the tools, plant and equipment supplied by the Corporation to the contractor will be recovered from his bills/security deposit/or any other dues.

14. Provision of Temporary speed restriction boards, and their lighting etc. Shall be arranged by the corporation.

15. Rails, sleepers and permanent way fittings shall be handled carefully so as to avoid any damage rendering them unsuitable for use (concrete sleepers shall preferably be handled by mechanical equipment's). The cost of damages if any will be recovered from the contractor's bills/security deposit/other dues.

16. Traffic blocks required to carry out certain track works will be arranged by the Corporation. Actual block will depend on flow of traffic and there may be variations in availability of block vis-à-vis those planned. The wastage of labour, if any, occurring on account of non availability of block would not be paid for. No claims on such account shall be entertained.

17. As far as feasibility, contractor may be intimated by the corporation 24 Hrs. in advance of the expected arrival of loaded/Empty wagons and its probable extent and the site of loading / unloading and the arrangements shall be made accordingly by the contractor.

18. NON-COMPLIANCE WITH THE INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE:

18.1 The contractor shall always comply with the instructions/directives issued by the Engineer's Representative from time to time. In the event of non-compliance with such instructions/directives, apart from and in addition to other remedies available to the Corporation as specified herein above, the Engineer's Representative may employ at the work site required workers with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of railway traffic. The decision of the Engineer's Representative in regard to the need, appropriateness and adequacy of the deployment of the required workers with necessary equipment shall be final, conclusive and binding on the contractor. The number of workers and other resources so deployed by the Corporation will be intimated in writing by the Engineer to the Contractor soon after such deployment.

18.2 When the required staff / workers with necessary equipment are deployed in the above manner, recovery at the following rate shall be made from the Contractor's dues under this contract or any of his other contracts. The recovery for the total number of man hours so deployed at the work site for the above purpose shall be made at the rate of Rs.20/- (Rupees Twenty only) per man hour. The aggregate period of the man hours for the purpose of above

recoveries shall be reckoned from the time the Corporation staff workers are actually deployed at the work site till the work is completed to the satisfaction of the Engineer's Representative whose decision in this regard shall be final, conclusive and binding on the contractor. Recoveries for the deployment of the tools, plant and equipment shall be made at a rate twice the hire charges as per extant rules.

19.PERSISTENT NON-COMPLIANCE WITH INSTRUCTIONS/DIRECTIVES OF ENGINEER'S REPRESENTATIVE:

19.1 In case the contractor persistently does not comply with the instructions/directives of the Engineer's representative, apart from and in addition to the remedies available to the Corporation as specified herein above, the Engineer's Representative without prejudice to the Railway's rights in this regard, can suspend the Contractor's work till the Engineer's Representative is satisfied that the contractor has taken necessary steps and is in a position to comply with the instructions issued by the Engineer's representative.

19.2 The decision of the Engineer's representative in this regard shall be final, conclusive and binding on the Contractor. The Contractor shall not have claim whatsoever against the Corporation for such suspension of the work.

19.3 During such period of suspension of work, the Contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt on the part of the Contractor shall tantamount to tampering of the railway track, for which the contractor shall be liable for appropriate action under the relevant provisions of the Indian Railway Act or any other Act applicable/enforceable from time to time.

20. When materials are being moved on track under Indian Railway P.Way Manual by material trolley/diplorry, movement shall be permitted strictly under the control and supervision of Engineer's representative holding a competency certificate for working lorries/trolleys in the section. When materials are moved on material trolley/diplorry under IRPWM without block protection, unloading/loading of the material trolley/lorry to permit movement of trains may become necessary. Such incidental loading(s)/ unloading(s) shall not entail measurement for payment.

21. In the course of execution of any of the works specified in the schedule, if any damage occurs to rails, sleepers, or other permanent way materials, rendering them unsuitable for use, cost of the materials damaged shall be recovered by the Corporation from the contractor as per extant rules.

22. All the tools, plants, equipment s and other materials used by the contractor shall be of approved type only.

CONTRACTOR
DATE

SR.DIVISIONAL ENGINEER
KARWAR

Name of Work : Anti-corrosive treatment for rails in tunnel and section under SSE/P.way/Bhatkal section.

SCHEDULE

SWR USSOR NO.2022	Description	Unit	Rate	Qty.	Esc.	Amount
137020	Anti-corrosive painting of rail on running track of any sleeper density on web, foot etc. including liner contact area (excluding bottom of foot) and fishing plane as per requirement with two coats of thickness of 100 microns each by bituminous black paint confirms to IS-9862 of reputed make including painting of liners, ERCs and including surface preparation, as a complete job as per procedure prescribed in latest edition of IRPWM Note: 60% of payment shall be made if painting on only gauge face side is done.					
137021	For 60 Kg Rails	TRM	58.18	22000.00	(+)4.32%	1335254.27
137022	For 52 Kg Rails	TRM	51.69	14800.00	(+)4.32%	798060.52
Total of Schedule						2133314.79

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

I..... (Name and designation) ** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No. _____ of _____ (Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

APPENDIX - 6 D

COMPLIANCE CERTIFICATE

We _____, Contractors of Konkan Railway Corporation Limited do hereby certify that we have complied all the provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952 in respect of employees employed by or through us. We are enclosing herewith statement showing the recoveries of contributions in respect of employees employed by us u/s 36(b) of the Employees Provident Fund Scheme, 1952 towards Provident Fund and section 22 of the Employees Pension Scheme, 1995 towards Pension Fund for the month of _____ and deposited the same with PF authorities. Our Provident Fund Account Number is _____.

Place:

Signature of the Contractor

Date:

Seal

Annexure –VIA of GCC
Para 5 of the Instructions to Tenderers

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

President of India,
Acting through,
..... Railway,

Beneficiary: Railway

Date:

Bank Guarantee Bond No.:

Date: -----

In consideration of the President of India acting through----- (**Designation & address of Contract Signing Authority**), Railway,, (hereinafter called "The Railway") having invited the bid for _____ through Notice inviting tender (NIT) No.._____, We have been informed that **[Insert name of the Bidder]**..... (**hereinafter called "the Bidder"**) intends to submit its bid (hereinafter called "the Bid").

WHEREAS, the Bidder is required to furnish Bid Security for the sum of **[Insert required Value of Bid Security]**, in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS,**[Insert Name of the Bank]**, with its Branch**[Insert Address]** having its Headquarters office at..... **[Insert Address]**, hereinafter called the **Bank**, acting through**[Insert Name and Designation of the authorised persons of the Bank]**, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway:

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from.....***[insert date of issue]***till***[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]***. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System)

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

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

Date

Place.....

Bank's Seal and authorized signature(s)
[Name in Block letters]
[Designation with Code No.].....
[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney] No.

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

INTEGRITY PACT

INTEGRITY PACT

KONKAN RAILWAY CORPORATION LTD. (KRCL) hereinafter referred to as “**The Principal**”,

And

..... hereinafter referred to as “**The Bidder/Contractor**”.

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for

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

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

Section 1 – Commitments of the Principal

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

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

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 1.0 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - 2.0 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- 3.0 The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 4.0 The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as Annexure-III.
- 5.0 The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

- The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

- The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section-7– Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

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

Section 8 – Independent External Monitor / Monitors

14. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
15. The Monitor is not subject to instruction by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman and Managing Director, KRCL.
16. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders(s)/Contractor(s)/Subcontractor(s) with confidentiality.
17. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
18. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
19. The monitor will submit a written report to the Chairman and Managing Director, KRCL within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
20. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the KRCL Board.
21. If the Monitor has reported to the Chairman and Managing Director, KRCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director KRCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
22. The word “**Monitor**” would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Other provisions

- e) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Navi Mumbai.
- f) Changes and supplements as well as termination notice need to be made in writing.
- g) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- h) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. The Contractor signing the Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

6. In case of a joint venture, all the partners of joint ventures should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the Integrity Pact.

(For & On behalf of the Principal)
Office Seal

(For & On behalf of Bidder/Contractor)
Office Seal

Place -----

Date -----

Witness 1 :

Name & Address -----

Witness 2 :

Name & Address -----

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

I COMMITMENTS AND OBLIGATIONS OF THE “BIDDER OR CONTRACTOR”

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

II. VIOLATIONS & CONSEQUENCES:

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

III. INDEPENDENT EXTERNAL MONITORS (IEMS)

6. The following Independent External Monitors (IEMs) have been appointed by KRCL, in terms of Integrity Pact (IP) which forms part of KRCL Tenders / Contracts.

i) Smt. Meenakshi Mishra, IA&AS (Retd.)

(email id: pcmishra@hotmail.com)

ii) Shri. Manoj Kumar Chhabra, DG of police, DG of Prison & DCS (Retd.)

(email id:mkchhabra10@gmail.com)

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

(REFERENCE TO INDEPENDENT EXTERNAL MONITOR)

Date:

To

Sub: Tender No. / Contract No. _____

A) PRE-TENDER STAGE

I) Please provide the following information: -

a) Whether tender document has been purchased.

Yes / No (If Yes, indicate the Receipt No.)

b) If downloaded from website, whether fee for the same has been deposited. Yes / No

c) Whether the query has been given to KRCL before submission to IEM Yes / No (If Yes, please state the date of submission of query).

d) If reply has been received, please attach a copy of the reply.

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

B) ISSUES RELATING TO EVALUATION OF TENDERS:

I) Whether any reference has been made to KRCL Yes /No
(If yes, reply received from KRCL be attached.)

II) Issue on which reference is being made.

III) Documentary proof with reference to query be attached.

C) IN CASE CONTRACT HAS BEEN SIGNED/EXECUTION STAGE

- I) Date of signing of the contract.
- II) Please state whether the Performance Guarantee has been submitted in terms of the contract. Yes / No
- III) Agreement Clause No. against which the complaint is being made.
- IV) Integrity Pact clause under which reference is being made.
- D) ISSUES REFERENCE: (Please State the query)
- I) Please state whether any reference was made to KRCL. (Yes / No.)
(If yes, reply of KRCL be attached)
- II) In case no reference is made, please note that first reference is required to be made to KRCL unless the issue relates to any corrupt practice.
- NOTES: 1. No reference can be made to Independent External Monitor if the time to submit the tender / bid is less than 7 days. It may also be noted that no time extension will be allowed for submission of tender.
2. Reference of only those bidders who have purchased the tender document and signed the Integrity Pact will be entertained.
3. Application be made in triplicate - one shall be sent to KRCL and two copies of the same shall be sent to IEM.

Signature_____

Name of the Company _____

Address _____

Tel. No. _____

Mob. No. _____

Fax No. _____

E-MAIL _____

Integrity Pact Programme:

“This tender is covered under Integrity Pact Programme of KRCL and prospective bidders are required to sign the Integrity Pact Document and submit the same to KRCL before or along with the bids”.

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

ANNEXURE- III

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with KRCL shall apply for registration in the prescribed **Application – Form**.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by KRCL.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative is a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by KRCL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by KRCL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same would be liable to termination by KRCL. Besides this, there would be a penalty of banning business dealings with KRCL or damage or payment of a named sum.

ANNEXURE – “B”

1. Introduction

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

2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) *Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer*’ shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. ‘*Party / Contractor / Supplier / Purchaser / Customer/ Bidder / Tenderer*’ in the context of these guidelines is indicated as ‘*Agency*’.
- ii) ‘*Inter-connected Agency*’ shall mean two or more companies having any of the following features:
- a) If one is a subsidiary of the other.

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

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with KRCL is under investigation by any department (except Foreign Suppliers), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealings with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest of KRCL to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

- 5.2 The order of suspension shall be communicated to all Departmental Heads within the KRCL. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of KRCL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may pass an order suspending business dealings, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealings with Foreign Suppliers, following shall be the procedure:-
- i) Suspension of the foreign suppliers shall apply throughout the Company.
 - ii) Based on the complaint forwarded by KDC or received directly by Vigilance Department, if gravity of the misconduct under investigation is found to be serious and it is felt that it would not be in the interest of KRCL to continue dealing with such agency, pending investigation, Vigilance Department may send such recommendation on the matter to Chairman and Managing Director to place it before a KRCL Directors' Committee (KDC) consisting of the following:
 1. Director (Finance)
 2. Director (Operations and Commercial)

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

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprise or KRCL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;

- 6.4 If the Agency continuously refuses to return / refund the dues of KRCL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (KRCL) or its official in acceptance / performance of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (KRCL) or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (KRCL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (KRCL), forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

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

7 Banning of Business Dealings

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company.

However, the Competent Authority can impose such ban project wise only if in the particular case banning of business dealings by respective projects will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct / default not expected to go beyond the project.

- 7.2 There will be a Standing Committee in each project to be appointed by Chairman and Managing Director for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items / award of contracts, the committee shall be consisting of members out of FA&CAO, COM, CEE, CSTE, CME and COS. The Convener of the respective Committee would be appointed by Chairman and Managing Director. The functions of the committee shall, inter-alia include:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If company wide banning is contemplated by the standing Committee of any project, the proposal should be sent by the committee to KDC setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. KDC shall get feedback about that agency from all other sources of KRCL and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for company wide banning, then the case shall be sent back to the Committee of the project for further action at their level.

If the prima-facie decision for Company-wide banning has been taken, KDC shall issue a show-cause notice to the agency conveying why it should not be banned throughout KRCL.

After considering the reply of the Agency and other circumstances and facts of the case, KDC will submit the case to the Chairman and Managing Director to take a final decision for Company-wide banning or otherwise.

7.4 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers.

- i) Banning of the agencies shall apply throughout the Company.
- ii) Based on the complaint forwarded by KDC or received directly by Vigilance Department, an investigation shall be carried out by Vigilance Department.

After investigation depending upon the gravity of the misconduct, Vigilance Department may send their report to KDC to KRCL Directors Committee consisting of the following :-

1. Director (Operations and Commercial)
2. Director (Finance)

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

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

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

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

9 Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.
- 9.2 If the Agency requests for inspection of any relevant document in possession of KRCL, necessary facility for inspection of documents may be provided.
- 9.3 The Competent Authority may consider and pass an appropriate speaking order:
- a) For exonerating the Agency if the charges are not established;
 - b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected entities of the Agency.

10 Appeal against the Decision of the Competent Authority

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

11 Review of the Decision by the Competent Authority

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

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

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

1. Policy for Start-ups Registered Firms.

- 1.1 Relaxation of criteria of prior experience and prior turnover for Startups (whether Micro, small Enterprises or otherwise) as admissible under Government's existing Policy on the date of opening of tender, shall be applicable to Startup registered in the category and within the monetary value of item/services/works tendered for, with Department of Industrial Policy & Promotion, Ministry of Commerce or by any statutory bodies specified by Government of India or having a valid certificate of an eligible business from the Inter- Ministerial Board of Certification specifying the category of registration/certificate and monetary value subject to their meeting of quality and technical specifications, as envisaged in the Policy.
- 1.2 KRCL reserves the rights to deny such exemptions to Startups (whether MSEs or otherwise) in circumstances, like procurement of items related to public safety, health, critical security operations and equipment etc.
- 1.3 The tenderer(s) shall submit photocopy of current and valid startups registration certificate inclusive of all the pages showing the category of entrepreneur, monetary limit of their registration for the items tendered to avail the benefits under the policy.

2. Following tender conditions on Make in India shall be applicable for tenders valuing more than Rs 5 Lacs:-

2.1 In procurement, where there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs 50 Lakhs or less, only local vendors* shall be eligible. If the estimated value of such procurement is more than Rs 50 Lakhs, the provisions of following clause/sub-clause 2.3.1 and 2.3.2, as the case may be, shall apply.

(* Local vendors means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the Order of Ministry of Commerce and Industry. Department of Industrial Policy and Promotion or by the competent Ministries/Departments in pursuance to this Order).

2.2 Bidders (manufacturer or principal or authorized representative) who have a valid/approved ongoing 'Make in India' agreement/program and who while meeting "Essential Qualifying Criteria" as in Clause 5 of "Instructions to Tenderers", would also be considered to be qualified provided:

- 37.1.1. Their foreign 'Make in India' associates meets "Essential Qualifying Criteria" as given in Clause 5 of "Instructions to Tenderers" without exemption, and
- 37.1.2. The bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
- 37.1.3. The bidder (manufacturer or principal or authorized representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

37.3 In the procurements not covered by sub-clause 2.1 above, and which are divisible/splittable in nature, the following procedure shall be followed.

- 37.3.1. Among all qualified bids, if the lowest bid (L1) is from a local vendor, the contract for fully quantity will be awarded to L1.
- 37.3.2. If L1 is not from a local vendor, 50% of the other quantity shall be awarded to L1. Thereafter, the lowest bidder among the local vendors, will be invited to match the

L1 price for the remaining 50% quantity subject to the local vendor's quoted price falling within the purchase preference margin of (L1 + 20%), and contract for that quantity shall be awarded to such local vendor subject to matching the L1 price. In case such lowest eligible local vendor fails to match the L1 price or accepts less than the offered quantity, the next higher local vendor within the purchase preference margin of (L1 + 20%) shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local vendors, then such balance quantity may also be ordered on the L1 bidder.

2.3 In procurement's not covered by sub-clause 2.1 above and which are not divisible and such procurement's where the bid is evaluated on price alone, the following procedure shall be followed:

1. Among all qualified bids, if the lowest bid(L1) is from a local vendor, the contract will be awarded to L1.
2. If L1 is not from a local vendor, the lowest bidder among the local vendors, will be invited to match the L1 price subject to local vendor's quoted price falling within the purchase preference margin of (L1+20%) and the contract shall be awarded to such local vendor subject to matching the L1 price.
3. In case such lowest eligible local vendor fails to match the L1 price, the local vendor with the next higher bid within the purchase preference margin of (L1+20%) shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case one of the local vendors within the purchase preference margin of (L1+20%) matches the L1 price, then the contract may be awarded to the L1 bidder.

2.4 The local vendor at the time of tender shall provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

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

2.6 A vendor who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

END OF TENDER DOCUMENT