



KONKAN RAILWAY CORPORATION LIMITED
(A Government of India Undertaking)

OPEN TENDER (SINGLE PACKET SYSTEM) THROUGH "IREPS"
E-TENDER DOCUMENT

For

Design, Supply, Erection, Testing and Commissioning of 25KV, 50Hz, Single phase, Traction Over Head Equipment for proposed Sarzora station of Konkan Railway of Karwar region.

E - TENDER NOTICE NO:

KR-KW-EL-T-37-2024-RT-4 Date: 10/06/2026

Last date & time for online submission of tender in IREPS : 25/06/2026 up to 15.00 hrs.

REGION OFFICE

KONKAN RAILWAY CORPORATION, LTD,
Regional Railway Manager's Office
Opp. Station Building
Shirwad, Karwar- 581306

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Tender Document Issue Sheet

E-TENDER DOCUMENT ISSUE SHEET

OPEN TENDER (SINGLE PACKET SYSTEM) THROUGH "IREPS".

Name of work	Design, Supply, Erection, Testing and Commissioning of 25KV, 50Hz, Single phase, Traction Over Head Equipment for proposed Sarzora station of Konkan Railway of Karwar region.
Tender notice No.:	KR-KW-EL-T-37-2024-RT-4 Date : 10/06/2026
Completion Period	180 days
Estimated Cost	Rs.1,97,84,300/- excluding GST
Validity of offer:	60 days
Last Date and time of closing of tender	25/06/2026 up to 15:00 hrs.
Joint Venture (JV) / Consortium	Not permitted.
NIT Period	14 days

KONKAN RAILWAY CORPORATION LTD.
(A Government of India Undertaking)
REGION OFFICE
KONKAN RAILWAY CORPORATION, LTD,
Regional Railway Manager's Office
Opp. Station Building
Shirwad, Karwar- 581306

NOTICE INVITING TENDER (OPEN TENDER)

E-Tender Notice No: KR-KW-EL-T-37-2024-RT-4 Date: 10/06/2026
(Single Packet System)

Regional Railway Manager, Konkan Railway Corporation Limited invites open Tender (Technical & Financial in single packet system) through E-Tendering on IREPS portal from eligible contractors for the work mentioned below:

(Manual offers are not allowed against this tender, and any such manual offers received shall be ignored. Contractors are allowed to make payments against this tender towards cost of tender document and earnest money only through online payment modes available on IREPS portal like net banking, debit card, credit card etc. Manual payments through Demand draft, Banker's Cheque, Deposit receipts, FDR etc. are not allowed)

Sl. No.	Description	Parameters
1	Name of work	Design, Supply, Erection, Testing and Commissioning of 25KV, 50Hz, Single phase, Traction Over Head Equipment for proposed Sarzora station of Konkan Railway of Karwar region.
2	Tender No.	KR-KW-EL-T-37-2024-RT-4 Date: 10/06/2026
3	Type of Tender	Open e-Tender
4	Bidding System	Single Packet
5	Tender Closing Date	25/06/2026 up to 15.00 Hrs.
6	Opening of Tender	25/06/2026 at 15:30 hrs.
7	Advertised value of the work	Rs.1,97,84,300/- excluding GST
8	Bid Security	Rs.3,95,700/- (Rupees three lakh ninety five thousand seven hundred only)
9	Cost of Tender Form	Nil
10	Contract period	180 (One hundred eighty) days
11	Tender Notice Period	14 days
12	Address for opening of tender	Office of Regional Railway Manager, Konkan Railway Corporation Limited, Opp. Karwar Station Building, Shirwad, Karwar - 581306
13	Joint venture	Not permitted

This tender is covered under integrity pact programme of KRCL and prospective bidders are required to sign the integrity pact document and submit the same to KRCL before or along with the bids. For further details, the section “Integrity Pact Programme” mentioned in the tender document may be seen.

If the tender opening day happens to be a holiday, the tender will be opened in the next working day at same time and place as shown at the address for tender opening at Sl. No.12 above.

For further details and updates please visit <https://ireps.gov.in>. Amendments / Corrigendums, if any would be hosted on this website only.

Regional Railway Manager
FOR KONKAN RAILWAY CORPORATION LTD.

Date : 10/06/2026

Place : Karwar

Tender Form (Form of Bid)

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

Tender No. : KR-KW-EL-T-37-2024-RT-4 Date: 10/06/2026

Name of Work: Design, Supply, Erection, Testing and Commissioning of 25KV, 50Hz, Single phase, Traction Over Head Equipment for proposed Sarzora station of Konkan Railway of Karwar region.

To,

The Regional Railway Manager,
Konkan Railway Corporation Ltd.

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 tender open for acceptance for a period of **60 days** from the date fixed for opening the same. I/We offer to do the work for Konkan Railway Corporation Ltd., at the rates quoted in the Financial Bid and hereby bind myself/ourselves to complete the work in all respects within the completion period as mentioned from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Konkan Railways Standard General Conditions of Contract – JULY 2022, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates as per Financial Bid with all correction slips up-to-date for the present contract.
3. **Bid Security:**
 - 3.1 The Tenderer(s) should furnish along with the offer Bid Security as specified in Tender Notice. Payments towards Bid Security shall be made only through payment modes available on IREPS portal like net banking, debit card, credit card etc. **Manual payments through Demand draft, Banker cheque, Deposit receipts, FDR etc. are not allowed.**
 - 3.2 Tenders not Submitted/accompanied with full Bid Security in requisite form will under no circumstances be entertained and will be **summarily rejected without further references to the tenderer**. No reference to previous deposit of Bid Security and/or security deposit for adjustment against the present tender will be accepted. Neither any request from any outstanding bills for Bid Security against present tender will be entertained.
 - 3.3 The Bid Security will be refunded to the unsuccessful Tenderer after finalization/cancellation or expiry of offer validity, within a reasonable time, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
 - 3.4 The Bid Security deposit of the successful Tenderer will be retained towards the Security Deposit for the fulfillment of the Contract but shall be forfeited if the contractor fails / to execute the Agreement or start the work within a reasonable time (to be determined by the Engineer-in Charge) after notification of the acceptance of his/ their tender.

4.0 Forfeiture of Bid Security:

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

- 4.1 the tenderer withdraws his tender during the period of tender validity specified in Clause No.14.1 of Instruction to Tenderers or extended validity period as agreed to in writing. After submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Corporation, or
- 4.2 the tenderer has furnished misleading/wrong or fraudulent information/documents, or
- 4.3 the successful tenderer fails to sign the Contract Agreement in accordance with the terms of the tender, or
- 4.4 the successful tenderer fails to furnish Performance Guarantee in accordance with the terms of the tender, or
- 4.5 the successful tenderer fails to commence the work within the time period stipulated in the tender (Tender Form First Sheet).

5.0 Return of Bid Security

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

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

6.0 The Tenderer(s) shall keep the offer open for a minimum period of 45 days from the date of opening of the Tender.

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

Signature of witnesses:

(1) _____
(2) _____

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/Scope of Work (enclosed) with tender.
 - (c) Schedule of approximate quantities (uploaded on IREPS only)
 - (d) KRCL General Conditions of Contract JULY 2022 , copies of which can be seen in the Office of the Chief Engineer/ Konkan Railway Corporation Ltd. or obtained from any of these offices
2. **Drawings for the Work: *Preparation, approval of concerned authority and submission of all the related drawings will be in the scope of Bidder / firms, if applicable. No additional cost shall be paid to the firms for the same.***
3. The Tenderer(s) shall quote his / their rates as a percentage above or below or at par the Schedule of Rates of Konkan Railway as applicable except where he/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule.
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 contract period is **90 days** from the date of issue of acceptance letter including monsoon period.
6. **The Tenderer(s) shall keep the offer open for a minimum period of 60 days from the date of opening of the Tender.**
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 no tenderers(s) shall demand any explanation for the cause of rejection of his/their tender or 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 the tenderer(s) expires after the submission of his / their tender or after the acceptance of his their tender, the Railway shall deem such tender canceled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
10. **Minimum eligibility Criteria:** Please refer chapter on Instructions to Tenderers clause no. 4.0 and its sub-clauses.
11. **Tenderer's Credentials:** Documents testifying tenderer's previous experience and financial status should be produced along with the tender or when desired by competent authority of the Railway. The Tenderer should submit along with his / their tender credentials to establish :
 - (i) His capacity to carry out the works satisfactorily.
 - (ii) His financial status supported by Bank reference and other documents.

- (iii) Certificates duly attested and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (iv) The tenderers shall submit a **copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Appendix-12. Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested 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 Earnest Money Deposit besides banning of business for a period of up to five years.
- (b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Earnest Money Deposit (EMD), 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 up to five years.
- (c) Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

12. Execution Of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the Chief Engineer, Konkan Railway Corporation Ltd. for carrying out the work according to General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Specification for work and materials of Railway as amended/corrected up to latest Correction Slips, mentioned in tender form (First Sheet).

13. Partnership Deeds, Power of Attorney etc.:

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

- (a) Partnership Firm: The tenderer shall submit (i) a copy of Partnership Deed and (ii) a copy of Power of Attorney (duly registered as per prevailing law) in favour of an individual to sign the tender documents and create liability against the Firm.
- (b) Company registered under Companies Act-2013: The tenderer shall submit (i) the copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company; and (ii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

14. LLP (Limited Liability Partnership) Firm: If the tender is submitted on behalf of a LLP Firm registered under LLP Act-2008, the tenderer shall submit along with the tender- (i) a copy of LLP

Agreement, (ii) a copy of Certificate of Incorporation; and (iii) a copy of Power of Attorney/Authorisation issued by the LLP Firm in favour of the individual to sign the tender on behalf of the LLP Firm and create liability against the Firm.

- 15. Registered Society & Registered Trust:** The tenderer shall submit (i) a copy of the Certificate of Registration, (ii) Deed of Formation; and (iii) a copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

15.1 If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

15.2 After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society etc. shall be neither asked nor considered, if submitted.

15.3 A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.

15.4 The Railway will not be bound by any change in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

- 16.** The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / registered society / registered trust etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

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

(a) Should a tenderer be a retired engineer of the Gazetted rank or any other Gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the Chief Engineer for the time being, or should a tenderer being partnership firm have as one of its partners a retired engineer or retired Gazetted Officer as aforesaid, or should a tenderer being an incorporated company have any such retired engineer or retired officer as one of its Directors or should a tenderer have in his employment any retired Engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the tenderer or the Engineer or Officer, as the case may be from the Chief Engineer or any officer, duly authorised by him in this behalf, shall be clearly stated in writing at the time of submitting the tender. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected.

(b) Should a tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of his

shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the Engineering or any other department of the Konkan Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with the provision in Clause 62 of the General Conditions of Contract.

Signature of Tenderer(s):

(Signature)

Date:

(Designation)

Konkan Railway Corporation Ltd.

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. Hereinafter, KRCL may also be referred as Corporation or Employer. KRCL has registered office and Corporate Office at Belapur Bhavan, Plot No.6, Sector-11, CBD Belapur, Navi Mumbai-400614

2.0 Brief Scope of work:

Design, Supply, Erection, Testing and Commissioning of 25KV, 50Hz, Single phase, Traction Over Head Equipment for proposed Sarzora station of Konkan Railway of Karwar region.

The scope given is only indicative. For more details, please see Special Conditions of Contract Part B.

3.0 Brief about Bid:

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

3.2 Period of Contract: 180 days from the date of issue of Letter of Acceptance.

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

4.0 Eligible Eligibility Criteria:

4.1 Technical Eligibility Criteria:

(a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

(i) Three similar works each costing not less than the amount equal to **30%** of advertised value of the tender, **or**

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

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

Note for Item 4.1:

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

In case, tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificate for all

payments received and copy of final /last bill paid by company in support of above work experience certificate.

4.1.1 Similar Nature of work:

“ Design, supply, installation, testing and commissioning of 25KV OHE system ”.

4.1.2 The following will be applicable for evaluating the technical eligibility:

4.1.2.1 The Tenderer shall submit necessary proof in the form of valid documents/completion certificates from the respective principal clients in support of their technical capability. The client's certificate should inter- alia indicate the date of award, scheduled date of completion, actual date of start and completion of similar work indicating successful completion and final value of contract as per Appendix 2 & Appendix 3.

4.1.2.2 ***Only those works which have been executed for the Govt/ Semi Govt./PSU and Public listed company as mentioned under Note for item no 4.1 above shall be considered.***

4.1.2.3 In case of composite works involving combination of different works, even separate similar nature completed works of required value shall be considered while evaluating the eligibility criteria.

4.1.3 The tenderers shall submit a **copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Appendix-12. Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.**

4.1.4 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 thereunder.

(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 banning of business for a period of up to five years.

(b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. 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 up to five years.

4.2 Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turn over of V/N or V whichever is less, where:

V= Advertised value of the tender and

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

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

The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department /client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

Note for 4.2 : Client certificate from other than Govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

4.3 Eligible Tenderer/s

4.3.1 The invitation for bids is open for all Tenderer/s satisfying the eligibility criteria as defined in clause No. 4.1 & 4.2 above and who are not disqualified by following sub clauses 4.3.2 and 4.3.4.

4.3.2 Tenderer, who is under a declaration of ineligibility for corrupt and fraudulent practices, shall not be eligible to bid.

4.3.3 Tenderer/s who are not eligible as per Govt. of India directives/ policies/ circulars/guidelines etc.

4.3.4 Tenderer/s whose works/contracts have been rescinded on account of poor performance or any other reasons attributable to the firm in the last 3 financial years immediately preceding the current financial year and the current financial year i.e FY 2022-23, upto the date of opening of tender shall not be eligible.

5.0 Electrical Contractor License

5.1 *The Contractor shall have in possession of valid Electrical Contractor License issued by the Government Electrical Licensing Authority OR employed on regular basis, a person possessing valid Electrical License.*

5.2 The successful tenderer shall furnish the name and particulars of the certificate of competency of supervisor and workmen to be engaged for carrying out this work.

6.0 Availability of Bid Documents

6.1 This Tender is an E-tender. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored. The Tender documents are available in IREPS portal which can be downloaded. Contractors are allowed to make payments against this tender towards cost of tender document only through on line payment modes available on IREPS portal like net banking, debit card, credit card etc.

6.2 Tenderer/s can download Tender documents at his/their own risk and cost, for the purpose of perusal as well as for using the same as Tender document for submitting their offer. Master copy of the Tender document is available in the Office of Chief Electrical Engineer, 3rd floor, Konkan Railway Corporation Ltd., Belapur Bhavan, Plot.no.6, Sector-11, CBD Belapur, Navi Mumbai- 400614. In case of any discrepancy between the Tender documents downloaded from internet and the master copy, latter shall prevail and will be binding on the Tenderers. No claim on this account will be entertained.

7.0 One bid per Tenderer

- 7.1 Each Tenderer shall submit only one bid for a tender. **JV/Consortium is not permitted.**

7.2 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.

BIDDING DOCUMENTS

8.0 Content of Bidding Documents

- 8.1 The bidding documents include the following:

- Table of contents
- Tender Document Issue Sheet
- Notice Inviting Tender.
- Tender Form (Form of Bid)
- Instructions to tenderer/s
- Konkan Railways Standard General Conditions of Contract, July 2022
- Special Conditions of Contract Part A
- Special Conditions of Contract Part B
- Appendices 1 to 15
- Schedule of Items, Rates and Quantities on IREPS only.

- 8.2 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 as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the tenderers risk and such a bid shall be liable for rejection.

Except where specifically stated otherwise in the tender documents, the work is to be carried out in accordance Konkan Railways Standard General Conditions of Contract, JULY 2022 wherein the term 'Railway' and 'Corporation' shall mean "Konkan Railway Corporation Limited" and the term "General Manager " shall mean "Chairman and Managing Director" of Konkan Railway Corporation Ltd.

- 8.4 Copies of the Konkan Railway's Standard General Condition of Contract, July 2022, can be obtained from the Office of the Chief Electrical Engineer, Konkan Railway Corporation Ltd., Belapur Bhavan, Plot No 6, Sector-11, CBD Belapur, Navi Mumbai on payment as under:

i)	Konkan Railway's Standard General Condition of Contract, JULY - 2022	Rs. 354/- (including GST @18%).
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9.0 Amendment of Tender Documents

- 9.1 At any time prior to the deadline for submission of bids, Corporation may for any reason whether at its own initiative or in response to any request by any prospective Tenderer as decided by KRCL, may amend the bidding documents by issuing addendum or/and Corrigendum, which shall become an integral part of the Tender documents

and the same will be uploaded in the IREPS. The last corrigendum if any, shall be issued before Bidding Start Date in IREPS. No claim of lack of intimation or knowledge of the corrigendum will be entertained. The tenderer/s shall take due care in submission.

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

Addendum slip
Correction slip
Amendment slip
Addendum slip and Corrigendum slip

These slips are issued in consecutive serial numbers.

10.0 Site visit

- 10.1 The Tenderer shall obtain all information that may be necessary for preparing the bid and entering in to the contract for execution of the works.
- 10.2 Site visit for all prospective Tenderer/s at tenderer/s own expenses can be co-ordinated and the tenderer/s or their authorised representatives must contact the office of KRCL at Belapur, Navi Mumbai or Karwar / Karnataka well in advance to co-ordinate. It is in the interest of the Tenderer/s to visit the site to have an overall idea of work. Also, the tenderer can visit the site on his own before quoting his rates

PREPARATION OF BID

11.0 Language of Bid

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

12.0 Bid prices

- 12.1 The contract shall be for the complete scope of works as described in clause 2.0 and further elaborated in special conditions of contract Part A and Part B and based on the priced Bill of Quantities submitted by the Tenderer and as accepted by KRCL.
- 12.2 All duties, taxes and other levies **Excluding Goods and 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. This includes the local incidental charges which may occur during execution of works.
- 12.3 The tenderer/s shall quote single percentage rate above/below/at par for the given **Schedule, on IREPS portal only.**
- 12.4 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.**
- 12.5 ***The percentage quoted rate must be Exclusive of GST .***
- 12.6 KRCL has got right to reject the offer without citing any remarks / reasons and this is final and binding on the Contractor.

13.0 Currencies of bid and payment

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

14.0 Period of validity of the tender

- 14.1 The validity of the offer shall be **60 days (Sixty Days)** from the date of opening of the tender.
- 14.2 Notwithstanding the above clause, Corporation 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.

15.0 Bid Security:

- 15.1 The Tenderer(s) should furnish along with the offer Bid Security as specified in Tender Notice. Payments towards Bid Security shall be made only through payment modes available on IREPS portal like net banking, debit card, credit card etc. **Manual payments through Demand draft, Banker cheque, Deposit receipts, FDR etc. are not allowed.**
- 15.2 Tenders not Submitted/accompanied with full Bid Security in requisite form will under no circumstances be entertained and will be **summarily rejected without further references to the tenderer**. No reference to previous deposit of Bid Security and/or security deposit for adjustment against the present tender will be accepted. Neither any request from any outstanding bills for Bid Security against present tender will be entertained.
- 15.3 The Bid Security will be refunded to the unsuccessful Tenderer after finalisation/ cancellation or expiry of offer validity, within a reasonable time, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- 15.4 The Bid Security deposit of the successful Tenderer will be retained towards the Security Deposit for the fulfillment of the Contract but shall be forfeited if the contractor fails / to execute the Agreement or start the work within a reasonable time (to be determined by the Engineer-in Charge) after notification of the acceptance of his/ their tender.

16.0 Forfeiture of Bid Security

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

- 16.1 the tenderer withdraws his tender during the period of tender validity specified in Clause No.14.1 of Instruction to Tenderers or extended validity period as agreed to in writing. After submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Corporation, or
- 16.2 the tenderer has furnished misleading/wrong or fraudulent information/documents, or
- 16.3 the successful tenderer fails to sign the Contract Agreement in accordance with the terms of the tender, or
- 16.4 the successful tenderer fails to furnish Performance Guarantee in accordance with the terms of the tender, or
- 16.5 the successful tenderer fails to commence the work within the time period stipulated in the tender (Tender Form First Sheet).

17.0 Return of Bid Security

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

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

18.0 Performance Guarantee

The successful tenderer shall be liable to pay performance guarantee as per **clause no 16.4 of Konkan Railway's Standard Conditions of Contract JULY 2022** along with latest correction slip up to submission of tender.

19.0 Security Deposit

The Security deposit payable for the work will be governed by **clause nos. 16.1,16.2,16.3 of Konkan Railway's Standard General Conditions of Contract JULY 2022** along with latest correction slip upto submission of tender.

20.0 Identity of tenderer

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/Consortium

21.1 Joint Venture/Consortium is **not permitted**.

22.0 Statutory formalities:

22.1 The contractor shall have the following valid registration and details of the same be provided in the bid:-

- (i) P. F Registration.
- (ii) GST Registration No.

23.0 Submission of Tender through E-Tendering only.

23.1 The tenderer has to submit the tender **through E-tendering mode ion IREPS portal only**. No manual offers are accepted and any such manual offer shall be ignored.

23.2 Tenderers are requested to take utmost care while submitting the bid through e-tendering.

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

24.0 Understanding and Care in Submission of tender

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.*

24.2 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.

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

24.4 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.

24.5 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.

24.6 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 in every respect will be at the Tenderer's risk and his bid is liable for rejection.

Also tenderers should **ensure that the check list** is properly seen and complied accordingly.

25.0 Documents to be submitted by tenderer/s

25.1 Tenderers shall note that all the documents required should be uploaded at the time of submission of tender.

25.2 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 submit-

ted for any other purpose and available with KRCL will not be entertained or considered against present tender.

25.3 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.

25.3.1 Tenderer/s Information - **Appendix - 1**

25.3.2 Statement of similar nature of works successfully completed during the last 7 financial years and current financial year upto the date of opening of tender - **Appendix – 2.**

25.3.3 Statement of works in progress: The list of works in hand and in progress indicating the details as per **Appendix 3 .**

25.3.4 Details of contractual payment - **Appendix – 4**

25.3.5 List of available personnel for key positions - **Appendix- 5A**

23.3.6 List of personnel proposed to be deployed on this project on key positions - **Appendix – 5B**

25.3.6 List of plant and machinery already available with the Firm. **Appendix - 6**

25.3.7 Compliance Certificate - **Appendix - 7**

25.3.8 Declaration by the tenderer for site acquaintance - **Appendix - 8.**

25.3.9 Proforma for Agreement for the Work - **Appendix -9**

25.3.10 Proforma for Guarantee Bond for Performance Bank Guarantee, for information of tenderers - **Appendix - 10**

25.3.11 Affidavit for Work/Contracts rescinded / terminated in last 5 years - **Appendix -11**

25.3.11 Certificate for all statements / documents submitted along with bid - **Appendix – 12.**

25.3.13 Self Evaluation Sheet - **Appendix -13,**

25.3.14 Integrity Pact – It is given at the end of this chapter of Instruction to tenderer. Non-submission of the duly signed Integrity Pact shall result in summary rejection.

25.3.15 Check List – **Appendix – 14**

23.3.16 Electrical contract License

23.3.17 .Non Submission of Bid Security - **Appendix-15**

23.3.18 Attested copies of certificates issued by principal clients for completed works.

23.3.19 Copy of PAN Card, PF and GST Number.

23.3.20 Original notarized / attested power of attorney duly attested by Notary/self for signing the tender documents.

23.3.21 In case of sole proprietorship, an affidavit of sole proprietorship and if the

tender is signed by any other person, Power of attorney by the sole proprietor in favour of Signatory shall be submitted along with tender.

23.3.22 In case of Partnership, if tender is not signed by all the partners, Power of Attorney in favour of the signatory authorizing him to sign the documents shall be submitted along with tender. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.

23.3.23 In case one or more of the members is/are Proprietary Firm or HUF, the following documents shall be enclosed.

23.3.24 Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern OR he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf of HUF.

23.2.25 In case of Partnership, the tenderer shall submit a notary/self certified copy of Partnership Deed.

23.3.26 In case of a Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company shall be submitted along with copy of Memorandum and articles of Association of the Company.

24.0 Submission of Tender : "On IREPS" portal only.

25.0 Deadline for submission of tender

25.1 The tender duly filled must be uploaded on the IREPS portal.

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, decision of KRCL shall be final and binding on the contractor.

26.0 BID OPENING AND EVALUATION

26.1 The Bid shall be opened at the time and date as specified in the tender notice through IREPS portal.

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.

27.0 Withdrawal of tender

No tender can be withdrawn after submission and during tender validity period.

28.0 Preliminary Examination of Bids

28.1 Prior to the detailed evaluation, Corporation 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, objection, conditionality or reservation is one;

28.2 that affects in any substantial way the scope, quality or performance of the contract.

28.3 that limits in any substantial way, inconsistent with the bidding documents, the Corporation's rights or the successful Tenderer's obligations under the

- contracts; or
- 28.4 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, Corporation 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 Records of poor performance during the last 7 financial years and up to the date of application such as abandoning the work/s, rescinding of contract for which the reasons are attributable to non- performance of the contractor and inordinate delays in completion of completed/ongoing works; or
- 31.1.3 Consistent history of litigation of the firm, reasons for which are attributable to the firm; or
- 31.1.4 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 encased. Balance work will be carried out independently.

32.0 Canvassing

- 32.1 No tenderer is permitted to canvass to Corporation 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.

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 and without any compensation to the tenderer/s.
- 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 is not bound to / required to assign any reasons for rejection of a particular tender or rejection of all the tenders. 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 tenderer/s shall have no right to claim damages / compensation in the event of such non-acceptance as the case may be.

AWARD OF CONTRACT

34.0 Award of Contract

Corporation/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 construed as date of award of contract.

- 34.2 Corporation shall send two copies of Letter of Acceptance (LOA) out of which one shall be returned by the Contractor to the corporation 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 Corporation/Engineer and the contractor till such time the contract agreement is signed.

34.0 Execution of Contract Agreement

- 34.1 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 Electrical Engineer and not based on the tender documents submitted by the tenderer. The Parties shall enter into Contract Agreement within **30 (Thirty) days** after the contractor receives the Letter of Acceptance, unless they agree other wise. The costs of stamp duty by entry into the Contract Agreement shall be borne by KRCL. The proforma of the agreement is enclosed at **Appendix-9**.
- 34.2 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.

34.3 The agreement can be drawn only after the contractor deposits the amount of performance guarantee as per the requisite form.

34.4 *No payment will be made until agreement is executed.*

35.0 Form of Contract Documents

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

36.0 Integrity Pact (IP)

36.1 The guidelines and proforma for Integrity Pact is Annexed to the tender document. The tender is covered under the Integrity Pact Programme of KRCL and prospective bidders are required to sign the IP and submit the same to KRCL before or along with the bids. For further details, the section "Integrity Pact Programme" mentioned in the Tender Document may be seen.

36.2 Submission of any other document: The Contractor has to submit any other documents/Certificate as per the requirement of KRCL during execution of the work as directed by KRCL from time to time.

37.0 Any firm quoting on behalf of OEM must submit valid & current dealership certificate along with their offer and also submit Manufacturer Test and Guarantee Certificate.

38.0 Tenderer who are OEM, must give undertaking for supply of spares parts for a period of expected life of the machine / equipment. Other tenderer must submit undertaking from OEM for supply of spare parts for a period expected life of the machine / equipment.

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 above.

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles.

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidders(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to

prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and 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.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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.-“III”.

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. 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.

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

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

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

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instruction by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman and Managing Director, KRCL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the *Monitor* notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The monitor will submit a written report to the Chairman and Managing Director, KRCL within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.

7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the KRCL Board.

8. If the Monitor has reported to the Chairman and Managing Director, KRCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director KRCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word “**Monitor**” would include both singular and plural.

Section 9 – Pact Duration

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

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi
2. Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

Office Seal

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 Counter party, 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 Counter party will not engage in collusion of any kind including price fixation etc. with other Counter parties.
- c. The counter party will not pass on KRCL's confidential information to any third party unless specifically authorized by KRCL in writing.
- d. The Counter parties shall promote and observe best ethical practices within their respective organizations.
- e. The Counter party 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 Counter party shall not make any false or misleading allegations against KRCL or its associates.

II. VIOLATIONS & CONSEQUENCES:

- a. If a Counter party commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ 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 Counter party 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 Counter party in such cases,
- c. Subject to satisfaction of the Independent External Monitor, KRCL may ban/ blacklist/put on holiday and exclude the Counter party from future dealings until KRCL is satisfied that the Counter party shall not commit any such violation in future.
- d. In addition to above, KRCL reserves its right to initiate criminal proceedings against the violating Counter party, if the allegations by Counter party are found frivolous, untrue and misleading and may also impose exemplary cost for the same.
- e. The Counter party will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

INDEPENDENT EXTERNAL MONITORS (IEMS)

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

1. Smt Usha Chandrasekhar (email id:ushachandrasekhar@gmail.com)
2. Shri Devendra Kumar Sharma (email id: shhamadk@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. _____

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.

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/EXECUTATION STAGE

Date of signing of the contract.

Please state whether the Performance Guarantee has been submitted in terms of the contract. Yes / No

Agreement Clause No. against which the complaint is being made.

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.

Signature_____

Name of the Company _____

Address _____

Tel. No. _____

Mob. No. _____

Fax No. _____

E-MAIL _____

(Please attach separate sheets for detailing the issues, if need be)

Integrity Pact Programme

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

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

The present threshold value is as follows:

For Project Division: Works contract above Rs.15 crore

For Open Line: Stores contract above Rs.30 lakh and all other works contracts above Rs.1 crore

2. Even in case of tenders with the estimated value less than the threshold value, the vendors would be required to sign the IP document if the total value of the Purchase Orders (Pos) exceeds the threshold value in respect of :

Article 1

- (i) Multiple / repeat Purchase Orders on single vendor against a tender
- (ii) Purchase Orders placed on multiple vendors against a tender

3. Only those vendors who signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs) through the designated tender issuing officer (Nodal Officer) of KRCL in the prescribed proforma.
4. If the order, with total value equal to or more than the threshold value, is split amount to more than one vendor and even if the value of PO placed on any/ each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
5. In respect of tenders for Pre-bid tie up/Expression of Interest (Eoi): In case of KRCL getting the Order from the client, before placement of Purchase Order/Work Order on technically & commercially qualified vendor, the selected vendor is required to sign the IP document.

1.0 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 The General Conditions of Contract (GCC) of KRCL generally provide that 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. If such provision does not exist in any GCC, the same will be incorporated.
- 2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies /customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same 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 CE, 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).

8.0 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.

Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9.0 Show-cause Notice

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

KONKAN RAILWAY'S STANDARD GENERAL CONDITION OF CONTRACT JULY 2022

1. The Konkan Railway's Standard General Conditions of Contract July 2022 along with latest correction slips, up to date of submission of tender, will form part of the tender/contract documents even though they are not attached to the same.
2. The Tenderer s/contractors are instructed to see the Konkan Railway's Standard General Conditions of Contract July 2022 on KR website or purchase a copy of the same from Regional offices/ corporate office of KRCL and follow the guidelines provided in the same for future references.

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SPECIAL CONDITIONS OF CONTRACT – PART A

A. Meaning of Terms:

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 Electrical Engineer** shall mean the Officer in charge of the Electrical Department of the Konkan Railway
- 1.8 **Competent Authority:** An officer/official of Employer’s organization vested with requisite administrative authority or designated by the Corporation as the Competent Authority.
- 1.9 **Construction Machinery:** It shall mean all appliances or equipments of whatsoever nature required for the execution, completion or maintenance of the work or temporary work (as hereinafter defined) which requires RTO registration and does not include materials or other things intended to form or forming part of the permanent work.
- 1.10 **Construction Plant:** It shall mean all appliances or equipments of whatsoever nature required for the execution, completion or maintenance of the work or temporary work (as hereinafter defined) and does not require RTO registration and does not include materials or other things intended to form or forming part of the permanent work.
- 1.11 **Contract** shall mean and include the Agreement or Letter of acceptance, the accepted Schedule of Items, Rates and Quantities, the General Conditions of Contract of **Konkan** Railway, the Special Conditions of Contract, the drawings, the specifications, the special specifications if any, tender forms, instructions to tenderers, Notice Inviting Tender, Addendum(s), Corrigendum(s) and other tender documents.
- 1.12 **Contractor:** shall mean the person or firm or company or joint venture/Consortium who enters into contract with the Corporation as a consequence of acceptance of his bid by the Corporation and shall include their executors, administrators, and assigns expressly permitted under the terms of the contract.
- 1.13 **Contractor’s vehicles:** The vehicles for carriage of manpower/labour, staff etc. owned/engaged by Contractor, in connection with the work.
- 1.14 **The Completion Date is the Date of Completion (DOC) of the Works** as certified by the Engineer-in-charge under the contract between the Corporation and the Contractor to execute, complete and maintain the Works.

- 1.15 The **Contract Data** means information and data contained in the documents comprising the Contract.
- 1.16 The **Contractor's Bid** is the completed Bidding documents submitted by the Contractor to the Employer.
- 1.17 The **Contract Price** is the price stated in the letter of acceptance (LOA) and thereafter as arrived at in accordance with the provisions of the Contract.
- 1.18 **D (O & C)** : Director (Operation & Commercial) of Konkan Railway Corporation Ltd.
- 1.19 **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.
- 1.20 **Days** are English calendar days, months are English calendar months.
- 1.21 **D/S**: Down Stream.
- 1.22 **EMD** : Earnest Money Deposit
- 1.23 **Employer** means the **KONKAN RAILWAY CORPORATION LIMITED**, A Govt. of India Undertaking (KRCL in abbreviation) acting through its Chairman and Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees.
- 1.24 **Engineer/Engineer-in-charge(EC)**: shall mean the Executive Engineer or Sr.Regional/Engineer in executive charge of the works and shall also include the superior Officers of the Electrical Departments of the Corporation, i.e. the Deputy Chief Engineer/Deputy Chief Electrical Engineer, Senior electrical Engineer, Regional Electrical Engineer responsible for supervising the work of Contractor, administering the Contract, certifying the payments due to the Contractor, issuing and evaluating Variations to the Contract, awarding extensions of time and evaluation of Compensation.
- 1.25 **Engineer's Representative**: shall mean the Assistant Engineer / Senior Engineer in direct charge of the works and shall include Inspector of the Civil Engineering, Electrical or Signal & Telecommunication Department of the Corporation.
- 1.26 **GCC**: Konkan Railway's standard General Conditions of Contract JULY 2022.
- 1.27 **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.
- 1.28 The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- 1.29 The **Intended Completion Date** means the Completion Date specified in the Contract.
- 1.30 **IRC** : Indian Roads Congress.
- 1.31 **IRS** : Indian Railway Standards
- 1.32 **IS Code** : Indian Standard Codes issued by BIS
- 1.33 **ITCC** : Income Tax Clearance Certificate

- 1.34 **JV:** Joint Venture
- 1.35 **KRCL / Corporation :** Konkan Railway Corporation Limited
- 1.37 **LOA :** Letter of Acceptance
- 1.38 The **Defects Liability Period** means such period as stipulated in the relevant clauses of the Contract and calculated from the Completion Date.
- 1.39 **Materials** are all supplies, including consumables, used by the contractor in the Works under the Contract.
- 1.40 **NIT:** Notice Inviting Tender.
- 1.41 **PSU :** Public Sector Undertaking
- 1.42 **RDSO :** Research Designs & Standards Organisation
- 1.43 **RTO:** Regional Transport Office of State Govt.
- 1.44 **Schedule of Items, Rates & Quantities/Bill of Quantities** means the Schedule to the contract containing Items, Rates & Quantities.
- 1.45 **Singular and Plural:** The singular includes the plural, the masculine includes the feminine, and vice versa where the context requires.
- 1.46 **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.
- 1.47 **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'
- 1.48 **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.
- 1.49 **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.
- 1.50 **Tenderer:** means, the person/the firm or company, entity or joint venture whether incorporated or not who in response to the Invitation of Tender issued by the KRCL, submits or tenders an offer in the prescribed form, to execute the works and sign contract with KRCL and shall include their representatives, and permitted assignees.
- 1.51 The **Works** are what the Contract requires the contractor to execute, construct, install, commission handover to the Employer and maintain under the terms of the Contract
- 1.52 **U/S:** Up Stream.
- 1.53 **WCT:** Work Contract Tax.
- 1.54 **GST :** Goods and Service Tax **Applicability:** These Conditions of Contract shall be applicable for all the tenders and Contracts of Railways for execution of Works as defined in GFR 2017.

(B) GENERAL OBLIGATIONS

2.0 General

- 2.1 Where there is a conflict between the Konkan Railway's Standard General Conditions of contract, JULY 2022, and the Special Conditions of contract contained herein below the latter shall prevail.
- 2.2 Any specifications/conditions stated by the tenderer in the covering letter submitted by him alongwith the tender shall be deemed to be a part of the contract only to such an extent as has been explicitly accepted by the Corporation.
- 2.3 Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

3.0 Order of Precedence of Documents:

- 3.1 In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award / Acceptance (LOA)
- ii. Bill(s) of Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. Konkan Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- vii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- viii. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications (Works and Materials) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents

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

- 3.3 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 3.1 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**.

- 3.4 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.
- 3.5 There are no specific drawing for the work. It should be noted by tenderer/s that local conditions may vary from site to site and the contractor will do the execution of the work according to the circumstances without making the Railway liable for any claims on account of such changes.

4.0 Cancellation of Documents.

The cancellation of any document such as power of attorney, partnership deed etc., shall forthwith be communicated by the contractor to the corporation in writing failing which the Corporation shall have no responsibility or liability for any action on the strength of such documents.

5.0 Tools, Plants and Machinery

- 5.1 The contractor should make his own arrangements for all Tools, plants machinery and their spare parts needed for the work and operate the same with necessary experienced manpower and consumable stores/spares at his own cost, within the quoted rates.
- 5.2 Delay in procurement of Tools, plants machinery, spare parts, consumables, etc. 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.
- 5.3 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.
- 5.4 It will entirely be the responsibility of the contractor if required to mobilize sufficient construction Tools, plant and construction machinery in very good working condition and to the satisfaction of Engineer-in-charge from his own possession and if not, procure 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.
- 5.5 Any delay resulting from improper selection of Tools, plant and machinery 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 Work, or any compensation thereof.
- 5.6 If during the course of execution of works, it is found that such Tools, plant and machinery mobilized by the contractor are inadequate for the timely completion of works, the contractor shall undertake to augment the Tools, plant and machinery to the satisfaction of Engineer- in- charge.
- 5.7 The contractor should also make sure that he has ready access to expert man power to operate these Tools, plant and machinery efficiently and effectively.

6.0 Deployment of Plant & Machinery

The deployment of all plant and machinery including moving machines by the contractor shall be such as not to infringe of 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.

7.0 *The work is to be done during day and night if required and contractor has to make adequate arrangement for work during night time.*

7.1. If the work is to 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 of 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.

a. Rs. 10,000/- per hour or part thereof per train in case of Rajdhani/mail/express/RO-RO trains.

b. Rs. 5,000/- per hour or part thereof per train in case of goods train / other trains excluded in all above .

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

7.3. 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 traveling 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 dues to the contractor for this work or other ongoing works. In addition to the above, the contractor will be liable for criminal prosecution.

7.4. 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.

8.0 Enabling Works

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.

9.0 Urgent Work

9.1 If any Urgent work in the event of accident or failure occurring in or about the work or arising out of or in connection with the construction becomes necessary in the opinion of the Engineer in Charge, and the contractor is unable or unwilling at once to carry it out, the Engineer-in-charge may through another agency or on his own, carry it out as he may consider necessary. If the urgent work shall be such 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.

10. Precautions during progress of work:

- 10.1 While working near to or alongside the existing power line crossings or telephone /tele-graph line crossings, 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.
- 10.2 Any obstruction such as service lines, water pipe lines, cable, sewerage, etc. met with during the progress of work / supply should be immediately reported to Engineer-in-charge and the department will make arrangement for removal of such obstructions or otherwise necessary protection to such service lines shall be arranged by the contractor at his own cost.
- 10.3 The tenderer / contractor will be responsible for any loss or damage to the 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 the tenderer / Contractor at his own cost.
- 10.4 The tenderer / contractor must ensure the safety of labours engaged by him during the course of execution of work and the Corporation will not be responsible for any injury sustained by the labour and or any fatal accident and the tenderer / contractor should bear all the loss and expenditure involved. The tenderer / contractor must indemnify the Corporation from any liability arising out of such cases.
- 10.5 The contractor shall arrange to issue reflective jackets to all workers while working near to track. If the contractor is failed to issue the requisite no. of reflective jackets, KRCL will arrange the same and the cost of reflective jackets with 25% Departmental charges will be recovered from contractor's bill.
- 10.6 Environment Protection: The Contractor must organise his work in such a way that the ecology of the area is not badly affected. 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.

11.0 Transport, Custody and Storage of Material

- 11.1 ***The contractor shall be responsible for the safe transport custody and storage of all materials till the installation issued to/arranged by him and he will be liable to make good the loss due to any cause whatsoever that may be suffered by the Corporation on this account.*** The materials shall be open for inspection by the Engineer-in-Charge at any reasonable time.
- 11.2 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.
- 11.3 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 stores depot at RN and KUDAL. However, the cost of Transportation of material from & to this nominated depot would be at the cost of contractor.
- 11.4 The contractor shall make his own arrangements at the site of work for the safe storage and custody of the corporation's material 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.

12.0 Material Procurement / Inspection & Testing

12.1 The contractor shall procure the RE materials from RDSO / CORE's approved vendors only. The material shall conform to laid down specifications. The contractor shall furnish requisite test certificates. The firm shall arrange RITES inspection as per latest norms and conditions Inspection and Testing of the equipments within the specified contract price. No extra payment shall be payable to the contractor for above.

13.0 Materials used or issued in excess of requirement

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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 rates whichever is higher.
- 13.6 The recovery is stipulated in clause 13.3 to 13.5 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.

14.0 Materials used less than the requirement

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 of Konkan Railway. 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.

15.0 Site Facilities.

- 15.1 The Contractor has to make his own arrangement for construction of necessary service/approach roads from the nearest Village/State/National Highways and also for maintaining the same at his own cost.

- 15.1.1 ***Service Roads: The Corporation does not undertake to provide any service roads for the movement of the tenderer's/contractor's vehicles.*** The tenderer/contractor can, however, make use of the service roads within the boundary of the Corporation wherever they exist, free of charge. The Corporation does not undertake to maintain the same and the Tenderer/Contractor shall maintain the same at his own cost. In other places, the tenderer/contractor should make his own arrangements for the movement of his vehicles and no extra rate shall be paid for this. The Corporation reserves the right to make use of the service road formed and maintained by the tenderer / contractor as and when necessary without any payment to the contractor. In the event of tenderer / contractor forming the service road it shall be clearly noted that the tenderer / contractor shall make his own arrangement for obtaining land for his temporary use / permission of the private party if any and the Corporation will not undertake any responsibility in this regard. The service roads formed by the tenderer / contractor should also be made available for the use of other tenderers / contractors working for the Corporation.
- 15.1.2 ***The tenderer / Contractor shall arrange to obtain permission directly from State Government or Local Authority for using PWD and Panchayat Roads.*** The rate tendered shall be inclusive of any cess or any other charges payable to the authorities concerned.
- 15.1.3 The Contractor shall arrange to obtain permission directly from the Forest Department for using forest roads and the rates tendered are to be inclusive of all cess, maintenance charges of road etc, if any, and all other charges payable to the State Government or local authorities concerned. The Corporation will not be responsible for any payment on this account.
- 15.2. The contractor has to make his own arrangements for storing materials, site office establishment etc., within his quoted rates. Before locating the contractor's sheds, stores, camp office. Yards etc. in the Corporation premises, the locations should be got approved by the Engineer-in-charge. For this purpose, land as available can be spared and will be given free of charge for the contract period only. On completion of work, the contractor shall leave the site free of all structures/debris etc.
- 15.3 Electricity required for the works inside the tunnel shall be arranged free of cost (only tapping point) by the KRCL. However, required cables, safety switchgears / ELCB ,sockets, extension of power supply arrangement etc. shall be responsibility of the contractor.
- 15.4 Contractor if required shall arrange additional lighting during execution of the work.
- 15.6 The Contractor will have to make his own arrangements at his own cost for water required for the work and other needs.
- The contractor shall clear all the tools and equipments before leaving the tunnel and as directed by the Engineer-in-charge.

16.0 Programme of work.

Progress shall be maintained strictly with the programme given by the Engineer-in-charge from time to time .

During execution, contractor should approach to concerned Engineer Incharge of the site for any issues and decision. Engineer incharge of the site will be responsible to resolve any issues regarding the decision of execution / operation of work etc.

17.0 Inspection and Testing

17.1 Inspection & Testing of the equipments within the specified Contract price. The system shall cover all such Inspections/Tests and Quality Control checks and measures at appropriate stages of execution of Contract. The Engineer shall be entitled to audit any aspect of the system.

All test reports shall be submitted to the Engineer for information before execution stage is commenced.

18.0 Rates:

18.1. The Contractor's overall rate should include all handling, re-handling, lead and lift whether by head load or any other means on all materials whether supplied by the Corporation or by the Contractor.

18.2. The rates quoted by the tenderer and accepted by the Corporation shall be firm and fixed and hold good till the completion of the work and it shall be noted that no escalation due to price variation shall be considered till the completion of the work. ***Price Variation Clause is Not applicable for this contract.***

18.3 The rates quoted by the tenderer must be ***Exclusive of the Goods and Service Tax (GST)*** as applicable in the State of Maharashtra, Goa and Karnataka as the case may be.

18.4 It is to be clearly noted that the accepted rate for the items of work as set forth herein and as described in the Schedule of rates and quantities includes the cost of all works incidental to their execution.

18.5 Contractor shall take the provisions of new tax regime of GST while quoting the rates.

18.6 The unit price indicated under "Erection" in the bills should be inclusive of the cost of erection and testing and also include all cost of administration of the contract, insurance premium, banker's charges, cost of stamps/storage/loading/unloading and handling of materials and also include the cost of transportation which the contractor may incur for carriage of material to the site of works. The unit prices should also include cost of works and adjustment that may become necessary during or after the tests for commissioning.

19.0 Payment of Bills

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

19.2 The payment of "**on account**" bills will be regulated as under:

(a) Contractor's Engineer shall record the measurement and submit to the site in-charge who will test check the measurement 100%. Associated AEE will check 20%. Complete will then submitted to Finance at CO, Belapur to verify and pass the bill.

(b) Contractor shall then submit this bill in 3 copies to concerned officials who shall carry out required test check himself or his representative and after certification, the bill shall be submitted to accounts for passing of bills..

(c) For wrong claims or false measurements recorded with malafide intentions, the contractor shall be severely penalized. For first time mistake, penalty of 0.5% of the contract value will be recovered from contractor's due bill. If the contractor make the mistake second time, contract shall be terminated and contractor debarred for next 3 years from tendering for Konkan Railway Works.

19.3 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.

19.4 The rates given in the schedule of rates as per financial bid tendered by the contractor and as accepted by the Railway will form the basis of payment for such items under this contract.

19.5 No material price variation or wages escalation on any account whatsoever the compensation for "Force Majeure" etc shall be payable under this contract except price escalation payable as per price escalation clause, if any, provided separately in the tender documents if any.

19.6 It should be specifically noted by the Contractor that no separate loading, and leading charges for materials (which are supplied by the Railways) shall be paid for by the Railways and the rates quoted by the tenderer/s shall be inclusive of all these charges.

19.7 Payment shall normally be made once in a month or at closer intervals depending on the progress of the work.

No mobilisation advance is admissible for this contract.

Payment terms: 80% supply cost of materials shall be paid on receipt of these materials at the work site with production of Bank guarantee of equivalent amount OR 80% supply cost of major materials shall be paid after their erection at site without production of Bank guarantee of equivalent amount OR 80% supply cost of major materials shall be paid after receipt of these materials at the work site on production of an Indemnity bond and comprehensive Insurance cover for an equivalent amount including loss, theft, pilferage, fire or any other reasons.

19.10 *Balance 20 % cost of the supplied materials, 100% cost of other items and 100% cost of Erection shall be made on satisfactory completion of the work .*

19.11 The payment shall be made for the quantities actually executed based on the unit rates accepted.

19.12 The contractor shall prepare the bill and submit for verification and payment. Final Bill for this work shall be prepared & submitted within 2 months of the completion of the work. Late submission of the bill by the contractor may attract penalties.

19.13 The contractor shall also submit his bank account number to facilitate payment through RTGS

20.0 Taxes.

20.1 The Contractor will arrange to obtain permission direct from the state forest department for using forest roads and the rates tendered are to be inclusive of all cess, maintenance charges, taxes, if any, and all other charges payable to the State Government or local Authorities. The Corporation will not be responsible for any payment on this account.

- 20.2 Corporation shall deduct 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.
- 20.3 In terms of section 194 C inserted by the Finance Act 1972 in the Income Tax Act 1961, amended from time to time, KRCL shall at the time of arranging payments to the contractor, be entitled to deduct income tax at source from the sums payable under contract, as per income tax act, less the proportionate tax on mobilisation and plant and machinery advances already recovered. 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.
- 20.4 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 Act (Rly Bd letter No. 2008/CE-I/CT/6 dtd 09/07/2008):

The tenderer for carrying out any work in Maharashtra, Goa & Karnataka state must get themselves registered from the registering officer under section - 7 of the building and other construction Workers Act 1996 and rules made thereto by the Maharashtra, Goa & Karnataka state Govt. and submit certificate of registration issued from the registering officer of the Maharashtra, Goa & Karnataka state Govt. (labour Deptt.). For Enactment of this Act, Cess shall be deducted from contractors bill as per provisions of the Act.

At present the rate of cess is 1%. In case of any increase /decrease in the above Cess, the modality shall be similar as for taxes as mentioned in clause 20.1 above.

21.0 Goods and Service Tax

- 21.1 Contractor shall take the provisions of new tax regime of GST while quoting the rates.
- i. Contractor should have GST Registration and Certificate (if registration is mandatory as per GST Act) which should be submitted along with tender. The Tenderer should quote tax structure/ rates as per GST Law. No Bills will be acceptable without GST Registration, if GST registration is mandatory. Responsibility for remitting the GST lies with the Tenderer. This GST will be reimbursed on reflection of GST against KRCL's GSTN in the GSTN portal.
 - ii. Tenderer will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. Tenderer will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.(Ref. KRCL GCC JULY 2022).
 - iii. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority. (Ref. KRCL GCC JULY 2022).
 - iv. If KRCL need to pay GST under Reverse Charge Mechanism as per Law, the supplier's claim of GST will not be entertained.

- v. The supplier should raise Tax Invoice against respective State's GSTN of KRCL, wherever the Supply has been made.
 - vi. In case the successful tenderer is not liable to be registered under CGST/IGST/UT-GST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
 - (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- 21.2 The supplier should raise Tax Invoice against respective State's GSTN of KRCL, wherever the Supply has been made.

22.0 Royalties and Patent Rights

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

23.0 Payment of Royalty charges:

- 23.1 All payments of Royalty charges etc. to the State Government in connection with extraction and supply of rubble stone / stone ballast / sand from other than Corporation's lands acquired by Corporation under Land Acquisition Act 1985, have to be borne and paid by the tenderer / contractor.
- 23.2 The Corporation in consultation with the respective State Government will confirm percentage of Royalty Charges to be recovered for the supply of minor minerals. The Corporation is entitled to deduct from the tenderers / contractors and keep in deposit such amount equal to the proportionate Royalty charges from each on account bills and the same will be released as and when the tenderer / contractor submits a receipt / documents /clearance certificate that Royalty charges have been paid by the tenderers / contractors relating to the contract.
- 23.3 The tenderer / contractor will be required to obtain a final Royalty Charge clearance certificate from the concerned State / Revenue Authorities / Collector and produce the same to the Engineer-in-charge, after completion of supply but before the release of final bill. If in any case the tenderer / contractor fails to produce the clearance certificate for Royalty amount equal to the amount of unpaid Royalty Charges as intimated by the Revenue Authorities / Collector or as calculated on the basis of relevant rules, for payment of Royalty charges applicable to the area. No claim regarding interest charges for delay in payment of the retained amount on Royalty charges shall be entertained.

Alternatively, the retained amount will be released, at the discretion of the administration, on production of clear BANK GUARANTEE covering the amount so withheld towards Royalty Charges / State Taxes.

- 24.0** 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

25.0 Publicity

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

26.0 Official Secrets Act 1923

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

27.0 Dissolution of Contractor's Firm

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

28.0 Documentation of Works and Final Submissions:

- 28.1 Site inspection register will be maintained by the Engineer-in-charge or his representative in which the contractor or his agent will be bound to sign day to day entries made by the Engineer-in-charge or his representative. The contractor is required to take note of the instructions given to him in site inspection register and should comply within a reasonable time. The contractor will also arrange to receive all the letters etc. issued to him at the site of work. The Contractor is deemed to have due and adequate notice of all the entries made in the Register by the Engineer in Charge or his Representative and failure on the part of the Contractor to counter sign the Register shall not exonerate the contractor from complying with the noting.
- 28.2 Contractor shall purchase at his own cost all the registers required at site for various purposes. All the registers required to be maintained at work sites for recording various measurements, daily activities or for other purposes, shall be authenticated by the Engineer-in-charge. Before making use of any register, Engineer-in-charge will authenticate the same by signing first and last page with his stamp. The Contractor shall

ensure that all the pages have been machine numbered serially. The register(s) which have not been authenticated by Engineer-in-charge should not be used at site.

28.3 The contractor shall submit to the Corporation, three sets of booklets for final bill as per directives of Engineer-in-charge, containing all the relevant details of up to date work done, typed in electronic media, using an office software and printed, jointly signed by contractors and 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.

28.4 All the original registers, files, level books, balance measurement sheets, abstract sheets, drawings, tracings or any other records maintained at site during construction shall be submitted by contractor to KRCL forthwith after completion /termination of work.

29.0 Change in Address, E mail ID, Mobile No.

29.1 Any change in the address **E mail ID, Mobile No.** of the Contractor shall be forthwith intimated in writing to KRCL and KRCL's acknowledgment 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.

Occupation and Use of Land. *No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied..*

31.0 Land

31.1 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.

32.0 Working Hours

32.1 If the Engineer-in-Charge is satisfied that under the circumstances, round the clock working is expedient, he may permit the contractor(s) to carry out the works accordingly. **No extra payment shall be payable to the Contractor for working round the clock.**

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.

33.0 Survey

33.1 The contractor shall, from time to time and before interfering with the surface of any portion or the site or before the work thereon begins, take and record such levels as the Engineer- incharge 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.

34.0 Setting out works

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

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

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

- 35.1 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.
- 35.2 The Engineer-in-charge may from time to time delegate to his representative any of the powers and authorities vested in the Engineer-in-charge. A copy of all such delegation of powers and authorities shall be furnished to the contractor, by him.
- 35.3 KRCL reserves the right to deploy an agency for providing Project Management Consultancy (PMC) to augment its supervision capabilities.
- 35.4 Contractors shall provide facilities for inspection of works to agency of PMC as provided in GCC clause 28.
- 35.5 Non-compliance with the instructions/directives of the engineer's representative :
- 35.5.1 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.
- 35.5.2 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.

35.6 Persistent non-compliance with instructions/directives of Engineer's representative:

- 35.6.1 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.
- 35.6.2 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.
- 35.6.3 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.

36.0 Employment of Qualified Engineers

- 36.1 The Contractor shall employ sufficient number of "key technical staff" as advised for efficient supervision of various works at different work spots.
- 36.2 The performance of "key technical staff" 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 Electrical Engineer and the decision of Chief Electrical Engineer shall be final and binding. In case replacement is required, contractor shall be responsible for replacement of such personnel.
- 36.3 If KRCL finds that any of the Personnel of contractor has committed serious misconduct or has been charged with having committed a criminal offence, then KRCL shall order in writing for replacement of such personnel. Contractor shall, provide the replacement for the same.
- 36.4 The Contractor's technical staff should be available at site to take instructions from the Engineer-in-charge.

37.0 Defects Liability Period:

- 37.1 The "defect liability period" as and where referred to in this tender document shall mean the same. The Defect liability period shall be **12 Months** from the date of issue of completion certificate by the Engineer-in-charge to the contractor after satisfying himself that the works have been carried out by the contractor fully according to specifications and quality requirements and are suitable for the intended purpose. In case contractor fails to repair/replace defective plant or fails to attend complains, KRCL has to right to attend the failure from other party with current market rate and

recover same with or without penalty from contractor.

38.0 Insurance

- 38.1 Before commencement of works, it shall be obligatory for the Contractor to obtain, at his own cost, **third party liability insurance cover** in the joint name of the contractor and employer from reputed companies.
- 38.2 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**.

- 38.3 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.
- 38.4 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.
- 38.5 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.

39.0 Price Variation: **Not applicable for this contract.**

- 39.1 Applicability : The Price variation Clause (PVC) shall be applicable as per KRCL GCC only July 2022 read along with Advanced Correction Slip No.1 of KRCL GCC July 2022. Price variation shall be applicable only in tender having advertised value above Rs.2.0 crores. Hence PVC is not applicable for this tender.
- 39.2 The rate quoted by the contractor shall not to be reduced or enhanced for any reason what so ever, during the currency of the contract.
- 39.3 Prices will remain fixed for the duration of the contract. No deviation on account of increase in any price index will be admissible. No price escalation shall be applicable even during extended period for completing the works.

40.0 Variation in Quantities:

- 40.1 The same will be dealt as per Clause no. 42 (2) of Konkan Railway's Standard General Conditions of Contract JULY 2022 with latest correction slips.

40.2 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.

40.3 KRCL reserve the rights to supply cement & steel in case quantity of cement & steel exceed the BOQ quantity. Any delay on account of Supply of cement & steel by KRCL, no any compensation shall be paid & admissible.

41.0 Protection of Environment

41.1 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 :

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

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

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

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

41.1.3 The Environment (Protection) Act, 1986

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

41.1.4 The Public Liability Insurance Act, 1991

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

exceeding such quantity as may be specified by notification by the Central Government.

41.1.5 Environmental & Forest clearances

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

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

- 41.2.1 Avoid generation of dust due to construction activities. Construction site should be watered adequately and periodically to minimize fugitive dust generation.
- 41.2.2 All possible and practicable measures to control dust emission during drilling operations.
- 41.2.3 Exhaust emissions from all construction equipments shall adhere to vehicle emission norms laid out by Central Pollution Control Board.
- 41.2.4 Chassis, engine and body of all vehicles used at site shall be clean, free from surplus oil and grease. Regular maintenance of all vehicles shall be ensured. Fuel tank, feed lines, lights, brakes, steering mechanism, other parts shall be in good working order. Damaged silencers of construction vehicles shall be promptly replaced. Vehicles shall be in proper maintained condition in all respects for the safe driving, transportation and working.
- 41.2.5 No lubricants, oil, solvents or paint products should be allowed to discharge into water courses, either by direct discharge, or as contaminants carried in surface water runoff from construction site.
- 41.2.6 Domestic sewage generated from site toilets and washing facilities provided for construction workers should be collected separately and disposed off or appropriately treated to comply with statutory requirements and as per instructions of Engineer-In- Charge.
- 40.2.7 Labour force in the labour camps should use LPG cylinders to avoid encroachment on forest area during construction phase.
- 41.2.8 The contractor is required to comply with all precautions as required for the safety of workmen as per the applicable labour law.
- 41.2.9 Adequate precautions shall be taken to prevent danger from electrical equipments.
- 41.2.10 All machines/equipments used shall conform to the standards/codal provisions and shall be regularly inspected and calibrated.
- 41.2.11 The electric wirings shall be well insulated and firmly secured.
- 41.2.12 A readily available first aid unit including an adequate supply of sterilized dressing material and appliances shall be provided as per the requirements

under the Factory Act. Depending upon the number, the health facilities shall be arranged as WHO Norms.

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

42.0 Contractor to indemnify Corporation

42.1 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.

42.2 The Contractor shall engage local labour for unskilled work as far as practicable.

43.0 Claims on account of violation of labour laws

43.1 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.

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

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

- Workmen Compensation Act 1923
- Payment of Gratuity Act 1972
- Employees P.F and Miscellaneous Provision Act 1952
- Maternity Benefit Act 1951
- Provision of Contract Labour (Regulation & Abolition) Act 1970.
- The Building & other Construction workers welfare cess Act, 1996.
- Minimum Wages Act 1948
- Payment of Wages Act 1936
- Equal Remuneration Act 1979
- Payment of Bonus Act 1965

- Industrial Disputes Act 1947
- Industrial Employment's (Standing Orders) Act 1946
- Trade Unions Act 1926
- Child Labour (Prohibition & Regulation) Act 1986
- Inter-State Migrant workmen's (Regulation of Employment and Conditions of service) Act 1979
- The Bonded labour system (Abolition) Ordinance, 1975

44.0 Non submission of Labour license Certificate and Employees Provident Fund Recovery Certificate by the contractor

The contractor shall submit Labour License Certificate and Employees Provident Fund recovery Certificate before the submission of first on account bill. The failure to submit the above certificates will make the contractor liable to a recovery of an amount equal to 20% of the first on account bill or 2% of the contract value whichever is more in addition to the legal/departmental action as admissible including not passing of on account bill till all the above certificates are produced.


45.0 Extension in the currency of the contract

The currency of the contract can be extended subject consent of employer, on the same rates and terms and conditions.

46.0 Labour Camp

46.1 The contractor must establish proper labour camps with proper water supply and toilet facilities and should keep the area in a neat and hygienic condition. If 50 or more female labourers are employed at a time, temporary crèches for their children must also be organised. In case the contractor is not organising these arrangements, the Engineer-in-charge will give it in writing about these omissions and in case the contractor is not adhering to these instructions, the corporation will have the power to impose a fine up to a maximum of Rs.10,000/- on each occasion and this amount will be deducted from the Contractor's bill.

47.0 Antilarval Work

 During execution of the works against this contract the contractors shall be responsible for antilarval work at his/their own cost.

48.0 Employees Provident Fund

48.1 As Per Section 36(b) of the Employee Provident Fund Scheme 1952, every contractor shall within seven days of the close of every month, submit to the principal employer a statement showing the recoveries of contributions in respect of employees employed by or through him and shall also furnish to him such information as the principal employer is required to furnish under the provisions of the scheme to the Provident Fund Commissioner.

48.2 The Contractor shall be liable to pay before the due date his contribution, employee's contribution and other administrative charges as per provisions of the Employees Provident Fund Act as amended from time to time, in respect of all the staff and labour employed by him for the execution of the contract. In the event of his failure to follow the above provisions, the Corporation has to pay the said amount of contribution as assessed to the Provident Fund Commissioner and the Corporation will recover from the Contractor the amount paid to the Provident Fund Commissioner, out of the sums due and payable to the Contractor.

- 48.3 In such case of failure on the part of Contractor, Contractor shall indemnify and save harmless the Corporation from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Corporation by reasons of any act or omission of the Contractor, his agents or employees in connection with complying the provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952 as amended from time to time. All sums payable by way of compensation / penalty / damages / interest on the outstanding amounts payable by the Contractor shall be considered as reasonable and be payable by the Contractor to the Corporation immediately and if the Contractor does not pay the amount immediately the same will be deducted from the security deposit or earnest money or any other amount available with the Corporation or any money payable to the Contractor by the Corporation.
- 48.4 Contractor should submit a Compliance Certificate along with the details of employees and recoveries made to the Konkan Railway Corporation as per the proforma (**Appendix-7**) 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.
- 48.5 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 neither capacity nor contractor associating with the society as an 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.

49.0 Employees Pension Scheme

- 49.1 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.

50.0 Provision of Shramikkalyan:

- 50.1 If applicable, 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 Condition of Contract – JULY 2022. 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:
- 50.1.1 Contractor shall apply for one-time registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- 50.1.2 Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoA's issued in his favour.
- 50.1.3 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.

- 50.1.4 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.
- 50.1.5 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.
- 50.1.6 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."

51.0 Settlement of Disputes

51.1 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 and for others as per Clause no. 63 & 64 of Konkan Railway Standard General Condition of Contract JULY - 2022 with latest correction slip.

51.2 Fee structure for the Arbitrators will be as per KRCL Policy.

52.0 Settlement through Court

52.1 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 51** above.

52.2 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.

53.0 Warranty

53.1 The contractor shall warrant that every equipment shall be free from defects and faults in design, materials, workmanship and manufacture and shall be of highest grade and consistent with the established and generally accepted standards for goods of the type ordered.

53.2 ***The warranty of the complete system shall be for a period of 12 months from the date of commissioning of the work i.e. dates of issue of the Provisional Acceptance Certificate.***

53.3 The contractor's liability in respect of any complaint defect or claim shall limited to the execution, installation and erection of replacement parts free of any charges, or the repair of defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or design or material in the manufacture of the equipment/stores and/or negligence in any manner and also in the event of failure of the equipment to perform as intended.

SPECIAL CONDITION OF CONTRACT PART- B

SPECIAL CONDITION OF CONTRACT PART- B

A. Introduction

Name of the work: Design, Supply, Erection, Testing and Commissioning of 25KV, 50Hz, Single phase, Traction Over Head Equipment for proposed Sarzora station of Konkan Railway of Karwar region.

This section deals with the scope of work and technical specifications of the work. The Work shall be carried out to the satisfaction of the Engineer in charge and conform relevant specifications as specified in the chapter of Technical Specification/Explanatory Note. The salient features, quality of materials and finished work shall comply with the requirements set forth in the succeeding sections. Where the specifications describe a portion of the work in only general terms, and not in complete detail, it shall be understood that only the best general practice is to prevail, materials and workmanship of the best quality are to be employed and instructions of the Engineer-in-charge are to be fully complied with. Specifications of the items of work must be based on current specifications and recommended codes of practice.

B Material Procurement / Inspection & Testing

The contractor shall procure the RE materials from RDSO / CORE's approved vendors only. The material shall conform to laid down specifications. The contractor shall furnish requisite test certificates. The firm shall arrange RITES inspection as per latest norms and conditions Inspection and Testing of the equipments within the specified contract price. No extra payment shall be payable to the contractor for above.

C Scope of Work :

Explanatory Note :

1&2. Preparation and submission of designs and drawings for Overhead Equipment, switching Station, Sectioning diagram, Power supply diagram, Schematic diagram of Switching Stations, Traction working rule diagram and Instructions etc. required for commissioning of OHE :

The price shall cover preparation and submission of overhead equipment plans indicating location of structures in stages, and preparation of all drawings and designs relevant to the tendered works and required to be finalized by the Contractor. The price shall include the following:

- a) Preparation and submission of pegging plans layout plans incorporating span, height, chainage, curves, gradients, type of masts/portals, foundations, ATD locations, stagger, location of cut-in-insulators, signal locations etc, making minor modifications with the approval of the Employer/Engineer to the layout of the structures and overhead equipment, if necessary.
- b) Preparation and submission of cross-section drawings and structure erection drawings for each structure location.
- c) Choice of type and size of foundations to suit soil and loading conditions.
- d) Supply of requisite no. of soft (in Auto Cad) and hard copies of all drawings, including completion/approved/as erected drawings for OHE and Switching stations.

3&4. Supply and Erection of Large Span wire (130 sq.mm) including its fitting and mounting arrangements with 9- Ton porcelain insulators 1050 CD :

The price shall cover supply of all components including large span wire, span wire, adjusters, terminal fittings and mast attachments required to attach a large span wire or a Head span wire or Cross span wire or Steady span wire or a Support span wire for supporting contact wire only, at both ends, to traction masts/structures or special brackets, solid core insulators The price shall cover erection of all components including mounting arrangements for span wire, 9 ton solid core Porcelain/Composite insulators(CD-1050mm) and small part steel work if any.

5&6. Supply and Erection of all types of galvanized Steel Structures, Small Parts Steel etc.

The price shall cover the cost of supply, erection, alignment and setting before grouting of individual mast of finished traction mast fabricated from rolled mild steel beam (BFB) 152 mm x 152mm x 37.1Kg/m. designated SC-150, table 3.1 of IS-808/1989 duly drilled as per RDSO's Specification No. ETI/OHE/C/00144 Mod- B or latest and galvanized as per specification No. ETI/OHE/13(4/84) with A&C slip No. 1 to 3 or latest as on date. The length of mast will be 9.5 or 8.5 meter as required.

The price shall also cover the cost of supply, erection, alignment and setting before grouting of individual traction masts and main masts of switching stations including those for head spans. of traction mast, main mast of switching stations fabricated from Rolled Mild Steel Joist (RSJ) 203 mmX152 mm x 52.0 Kg/m designation WB-200, Table 2.2 of IS- 808/1989 duly drilled as per RDSO drawing nos. given below for various type of masts and galvanized as per specification No. ETI/OHE/13(4/84) with A & C slip No.1 to 3 or latest as on date. The price shall also cover the cost of supply of any other structures fabricated out of RSJ beam.

The price shall also cover the cost of supply of O, N and R type portals with necessary components as per following RDSO Drawing Nos., cost of erection, alignment and setting before grouting, wherever required, of portals assembly of boom components and erection of the same. The prices shall also include supply and erection of galvanized bolts, nuts washers etc. wherever required as per approved designs and drawings. The price shall cover assembling, adjustment and erection of all types of booms including TTC booms and any special structures across the track, not covered under this item.

The structures shall be fabricated and galvanized from steel conforming to IS-2062 or 'A' as per concerned specification i.e. IS:2062/1984, IS-808/1989 and RDSO specification No. ETI/OHE/13 (4/84) with A&C slip Nos. 1 to 3 or latest as on date.

- TI/C/0008 Sheet No. 2 to 6 latest Mod for 'N' type
- ETI/C/0017 Sheet No. 2 to 6 latest Mod for 'O' type
- ETI/C/0011/69 Sheet No. 2 to 6 latest Mod for 'R' type

The price shall also cover the cost of supply of B-Series traction mast 9.5 m long i.e. B-150, B-175 and B-200 etc. fabricated and galvanized as per RDSO Drg No. ETI/C/0071 (Mod-E) and specification No. ETI/OHE/13 (4/84) or latest as on date. The price shall also cover the supply of any other size of B-series or K-Series mast required, that has not been mentioned in this item.

The price shall also include the cost of steel, fabrication, galvanization and supply at site for erection. Steel shall be conforming to IS:2062 Grade 'A' SK 1984 (Latest), Zinc conforming to IS:209/1997 (Latest) and galvanization to RDSO's specification No.ETI/OHE/13 (4/84) with 'A' & 'C' slip No. 1 to 3 or latest as on date. The various structures covered under this item are :

S.No	Description	Drawing No	Mod.
1	TTC with 5.5/8.0 meters boom	ETI/C/0009 Sheet	'B'
2	'G' type Portal Up right and End Pieces	ETI/C/0056	'C'
3	BFB Portal	ETI/C/0026 Sheet 2	'A'

4	S-7, 12.4 MTRS Length	ETI/C/0182	'C'
5	S-8, 12.4 Meters Length	ETI/C/0183	'C'
6	S-100, for LT Transformer at SWS	ETI/C/0043	'B'
7	S-101, for Isolators inside SWS	ETI/C/0180	'A'
8	S-3, 11.4 Meters	ETI/C/0180	'C'
9	S-5, 11.4 Meters	ETI/C/0042	'E'
10	T-150, for LT Supply Transformer	ETI/PSI/037	'C'

The price shall cover, cost of erection, alignment and setting before grouting, wherever required, gantries, including tower / steel tower / steel work for feeders for traction sub-station, drop arms, standard super masts and suspension brackets for feeders and return conductors. Dwarf masts of stub masts for anchoring, complete with anchor plates drilled and welded in position multiple cantilever cross arm, chairs, adopters for bracket assemblies and all other small part steel works, the erection of which is carried out by the contractor irrespective of whether they are supplied by purchaser/contractor. The prices shall also include supply and erection of galvanized bolts, nuts washers etc., wherever required as per approved designs and drawings.

The steel shall be conforming to IS-2062/1992 (latest) Gr 'A' SK zinc conforming to IS-209/1992 or latest.

Notes:

- (i) The prices for the items shall also include the cost of stencilling of location number on masts/portal uprights in the manner as directed by the Purchaser.*
- (ii) The price shall also include straightening of masts/portals uprights wherever approved by the purchaser and cutting of mast/portals/upright to suit the site condition.*
- (iii) The payment shall be made on the basis of the final lengths/weight of the structures, in case the same are cut or modified as indicated above before erection.*

The price shall also cover the cost of supply of all fabricated steel work including fasteners which are required to be supplied by the Contractor. The cost of erection for such steel work, if carried out by the Contractor shall be paid for under relevant item.

For standard fabricated steel work for which RDSO'S approved drawings are available, the weight of steel work as specified in RDSO'S drawings shall be considered for payment. However, in case the unit sectional weight of any member indicated in RDSO's drawing is not in conformity with the unit sectional weight as per the latest IS specification, the weight of the fabricated steel work shall be calculated on the basis of latest IS specification and the same will be considered for payment. For the non-standard fabricated steel work, the calculated weight to be considered for payment under this item shall be included in the relevant drawing based on, latest IS sectional weight at the time of submitting the designs for approval of the Employer.

7&8. Supply and Erection of bracket assembly with insulators as per OHE plan with Porcelain stay and bracket Insulators 1050 CD :

The price shall cover on a flat rate basis for supply and erection of any bracket assembly on a traction mast or support or drop arm and shall include those on high/low level platform, in the vicinity of turnouts, over-laps and at locations with reduced encumbrance or terminating wires. The price shall include the cost of supply of all components including galvanized steel tube, solid core porcelain/composite stay arm & bracket arm insulator assemblies (CD-1050mm), dropper wires and small parts steel work complete with bolts and nuts etc., if any. The price shall cover erection of all components including solid core insulators and dropper wires, small parts steel work, if any. However, this does not include the anticreep arrangement at masts/ structures. The price shall also include the cost of following components:

Rly. Id No.	Description of components	Qty. for unit
3020	Mast fitting for hook insulator with 2 off bolts, nuts, lock nuts and washers of 16 mm dia.	1 set
2400	Tubular stay arm assembly (including galvanized steel tube).	1 set
2110/2130/ 2380	Catenary suspension bracket assembly or hook bracket	1 off
1160	Suspension clamp	1 off (as required)
2120/2140/ 2040/2080	Bracket tube assembly complete with tube cap and sleeve where required (including galvanized steel tube).	1 set
3070-1/2	Mast bracket fitting assembly including 2 off bolts, nuts, lock nuts and washers of 16 mm for attachment to structure or to small part steel work.	1 set
2150-1 & 2160-1	Register arm hook assembly complete with bolts, nuts and lock nuts.	1 off
2420 or 2430	Register arm assembly or raised register arm assembly (including galvanized steel tube).	1 set
2270-4 or 5, 2460 Style - 02 or 2470 Style - 02	Register arm dropper assembly including dropper wire complete with bolts, nuts etc.	1 set
2390/2540/ 2520	BFB steady arm or bent steady arm	(As required)
2360/2490-2	25 mm steady arm drop bracket/clamp	-do-
1220/1370(-1)	Contact wire swivel clip or raised register arm clamp	1 off
2550-1/2	Anti wind clamp	As required
	7mm/5mm inclined copper/steel dropper (on girder bridges use steel wire droppers)	
	Bracket insulator/ Stay arm Porcelain/Composite insulator	One set

9&10.Providing and laying of concrete for foundation and plinth in other than hard and rocky soil :

The price shall cover excavation, supply and handling of all materials and accessories, temporary arrangements for excavation in all types of soils and soft rock, concrete/masonry drains/walls, shoring wherever necessary, casting concrete including frame work wherever necessary, tamping of concrete, grouting of masts and finishing the top of concrete foundation or anchor blocks. The price also includes dismantling of all connected temporary arrangements, back filling with excavated earth and compacting the same to the required height and width as per drawing to ensure safety of foundation, confining the exposed height of foundation block to within 10 cm., and removal of spoil. The price shall also include the

cost of supply of cement.

11&12. Supply and Erection of regulating equipment (3 pulley type) with counter weight assembly for conventional OHE :

The price shall cover supply and erection of a 3-Pulley type counter weight assembly including 9 ton adjuster with double strap assembly and normal/anti-theft guide tube assembly, the supply of regulating equipment provision of adequate length pipe on Hex-Tie rod at crossovers and short tension length ATDs wherever required and stainless steel wire rope required for the regulating equipment, anti slipping device assembly (Spacer Angles as per RDSO DRAWING NO. TI/DRG/OHE/ATD/RDSO/00009 and small part steel work, if any. The price shall also cover adjustment of the entire regulating equipment. The price shall not include supply and erection of termination, which will be paid under Sr. No.8.

The price shall cover two coat red oxide and two coats of aluminum paint of counter weight, anti theft arrangements in guide tube as per Railway advice, marking of level for 3 temperatures on the mast.

13&14. Supply and Erection of a guy rod assembly.

The price shall cover supply and erection of guy rod assembly of various lengths for traction masts, feeder line towers or portals or other supports with adjustments and parts to be grouted in the anchor block.

15&16. Supply and Erection of material for termination of double Overhead Equipment conductor with Porcelain insulators 1050 CD.

The price shall cover supply of all material necessary for the yoked termination of two overhead equipment conductors on a traction mast or structure, including all SPS such as appropriate mast anchor fittings, clevis assembly, two adjusters, ending clamps for Catenary and contact wires, anchor double strap assembly, equalizing/compensating plates, double eye distance rods (if required), 9- ton Porcelain/Composite insulators assembly and fittings and terminating wire, if any. The price shall also cover erection of all materials including 9 ton insulator assembly.

17&18. Supply and Erection of anti-creep with cadmium copper catenary wire including Porcelain insulators :

The price shall cover supply and erection of all materials for anti-creep including cadmium copper catenary wire, adjusters, mast anchor at its terminations on either side of structure, ending clamps & fittings, 9 ton insulators assembly and SPS work if any.

The price shall cover erection of all materials for anti-creep including 9 ton insulators assembly and SPS work if any. RDSO drawing No. TI/DRG/OHE/GENL/RDSO/00001/12/0 REV '0' or latest as on date, Ref. ETI/OHE/G/02111 Rev-A dt.23.10.2012 or latest.

19&20. Supply and Erection of 25 KV, S.P Isolators and with insulator with/without earth contact assembly:

The prices shall cover supply and erection of isolator switches of approved make 1250 Amp capacity, complete with arcing horns, operating rods, operating rod guides, and mounting base including supply and erection of 25 KV Solid Core Post and Operating rod insulator.

The price shall also cover supply and erection of a number plate of approved design, supply and erection of small parts steel work complete with bolts and nuts etc. for support of each isolator and for support of operating rods on gantries/ masts, jumper connectors and post insulator to support jumper and jumper connectors. The price shall also cover supply and

erection of pad lock, integral lock and interlock if required. The price excludes provision of pipe electrode earthing.

21&22. Supply and Erection of a structure bond/longitudinal bond/ transverse and special bond:

The price shall cover supply of all materials including mild steel flats size 40x6 mm required to provide all kinds of bonds such as a structure bond connecting a traction mast or structures to the nearest non-track-circuited rail, or earth electrode, including all fastenings at both ends. It also includes the requirements of S&T department. The price shall include shaping and drilling of the bond and erection of all materials including provision of heat shrinkable PVC tube for structure bond under track circuit rail. This would also cover connection or earthing terminals of equipment like LT Transformers with structure and then to rails as per relevant drawings.

The price shall cover the supply of all materials including mild steel flats of size size 40 x 6 mm, fasteners etc. required to provide longitudinal bond / transverse bonds connecting to rails at the rail joint at the locations to be specified by the Employer. The price shall include shaping and drilling of the bond and erection of all materials including the bonds.

The price shall also cover the supply of all materials including mild steel flats size 40 x 6 mm to provide special bonds at level crossings, foot over/road over bridge/protective screen, girder bridge, metallic sheds, fencing etc. for which the location will be specified by the Employer. The price shall include shaping and drilling of the bond and erection of all materials including the bond.

23. Supply and Erection of Over Head Equipment i.e. contact & catenary wire (excluding cost of supply of contact & catenary wires), jumper wire, dropper wire, contact/catenary clips, fasteners and all other material required at turn out /overlaps /diamond crossings etc. for commissioning of conventional OHE:

The price shall cover supply & erection of complete overhead equipment with all components and wires and conductors including contact wire, Catenary wire, droppers, all types of jumpers including anti-theft jumpers (50/65/105 sq. mm) and terminating wires at turn outs/overlaps/diamond crossings/cross over etc., if any. (Excluding the cost of contact & Catenary which will be paid under Sl. No.8 & 9.

Provision of long cross type G-jumper on parallel run side instead of cross-over/turn out side as per RDSO drawing No ETI/OHE/G/02141 Rev 'C' or latest as on date shall be ensured.

The price shall also cover supply of all components including dropper clips, parallel clamps for jumpering and splices (where their use is approved), dropper wire, jumper wire and terminating wire/small parts steel works complete with bolts and nuts etc. for attachment of number plates to mast/structure, if any.

The price shall include provision of retro reflective number plates, retro reflective sigma boards on masts before stop signals, different types of boards required to be provided as per ACTM (caution/warning, DJ ON/OFF, DJ ON/OFF for MEMU, 500m, 250m neutral section boards, unwired section, engine stop board, power block limit board etc on traction masts or structures. Sigma marking/boards shall be provided before signals on OHE masts/structures as per Rly Board letter no 2001/Elect(G)/170/1 pt dt.7.5.2012 or revision thereof as decided by Engineer. The price shall also include the cost of painting the setting distance of masts/structures, rail level on masts/structures, stenciling of symbol for direction of emergency telephone socket and Y marking at BWA locations as per temperature and local instructions. This price also includes supply and erection of different caution/warning boards on OHE structure.

Rly. Id No.	Description of components	Qty. for unit
1040-2 or SK-534 / 1 & SK-575 / 2 or SK-576 / 1 & SK-535 / 2 or 1041-3	Contact wire parallel clamp small	As required
1180/SK-72/1 & SK-572/2	Contact wire dropper clip(107)	-do-
1192	Catenary dropper clip complete with bolts, nuts etc.	-do-
7501	Retro reflective number plates complete with 2 Galva.MS. bolts m 10x35/30, nuts and lead washer for m 10 bolts but excluding SPS for attachment of number plate to masts/structures.	-do-
1110-2	Contact wire ending clamp	-do-
1120	Catenary ending clamp	-do-
1140	Large span wire clamp (130)	-do-
5020-1/5020-2	Adjuster	-do-
5030	Anchor double strap assembly	-do-
5191/5192	Compensating plate/Equalizing plate.	-do-

All the warning boards provided on OHE structure shall be of retro reflective type as per latest Rly. Board/RDSO guidelines. Similarly structure Number plates on OHE mast at specific locations should be retro reflective types as per latest Rly. Board/RDSO guidelines.

The price shall cover supply of all components required for a pull-off arrangement to pull one equipment only including head-span mast fittings complete with M.S. angle, equalizing plate assembly, steady-arm, Catenary wire dropper clip, contact wire swivel clip and fittings including solid core insulators. The price shall cover erection of all components including solid core insulators, small jumper wire, large jumper wire and conductors.

The price shall cover supply and erection of all additional fittings required including the supply of required conductors/jumper wires, in case the pull off pulls more than one equipment.

The price shall cover final checking, adjustment and inspection of OHE by tower car.

24. Supply of contact wire (HDGCC 107 Sq.mm) only :

The price shall cover the cost of supply of hard drawn grooved continuous cast copper contact wire 107 sq. mm for overhead equipment. The cost of erection of contact wire shall be payable under SI.No.7. Reconciliation of material should be done as per actual use taking into account anchor and overlap. The measurement will be from centre line of anchoring mast. Unused contact wire pieces/drums shall be on the contractor account.

25. Supply of cadmium copper catenary wire (65 Sq. mm) only :

The price shall cover the cost of supply of stranded copper Catenary wire for overhead equipment. The cost of erection of Catenary wire shall be payable under SI.No.7. Reconciliation of material should be done as per actual use taking into account anchor and overlap. The measurement will be from centre line of anchoring mast. Unused catenary wire pieces/drums shall be on the contractor account.

26&27. Supply & erection of earth electrode :

The price shall cover supply and erection of an earthing station as per RDSO Drawing No ETI/PSI/222-1 or latest with a single pipe electrode of GI pipe embedded into the ground by driving or otherwise as per relevant IS complete with protective concrete box its cover and suitable for directly connecting two mild steel flats of minimum size of 40mmx6mm. This includes excavation and provision of charcoal and salt as per site requirement. Price shall also include where an earth electrode is embedded by excavation in rocky area and extra volume is to be filled with charcoal and salt. The price shall cover supply and erection of all additional materials required for embedding the earth pipe.

28&29. Supply and erection of section insulator assembly with porcelain insulators 1050 mm CD and associated fittings & fasteners for OHE with Bar insulators :

The price shall cover supply, erection and adjustment of all components required for a standard section insulator assembly (serving both the overhead equipment conductors) including 9 ton insulator, bar insulator, special droppers for supporting the equipment and all terminal fittings for conductors and the section insulator assembly, 9-ton Porcelain insulator assembly on the Catenary, sectioning insulator and dropper wires as required.

Rly. Id No.	Description of components	Qty. for unit
1120/or SK/436 or 1122 & 1123	Catenary ending clamp	2 off
1192/ETI/OHE/SK/333	Catenary dropper clip assembly.	As required
6170	Parallel clamp for double contact wire	12 off
6180	Section insulator dropper assembly.	3 sets
6100	Section insulator assembly	To be supplied by the contractor.
6020	9 ton Porcelain/ insulator assembly	
6110	Bar Insulator	- do -

30&31 Supply & erection of of 25 KV support insulators with fittings and fasteners :

The price shall cover the supply and erection of a 25 kV solid core post insulator to support Aluminum bus bars. It shall include supply of fixing bolts, nuts, locknuts, washers and studs etc. It shall also cover erection of all components required for the assembly including post insulator, Busbar jumper, clamps for clamping the busbar and SPS, if required.

32&33. Supply and Erection of all types of copper jumpers :

The price shall cover, on a flat rate basis, the supply and erection of jumper wire complete with all components and fittings required for providing a flexible copper jumper connection, including parallel clamps, bi-metallic and Aluminum -Copper strips, wherever required, and terminal or Tee clamps at either end, including jumper wire.

34&35. Supply and Erection of solid copper bus bar 18 mm dia :

The price shall cover supply and erection of solid copper bus bar 18 mm and its terminal connector. The price shall include bending and shaping of bus bar.

36&37 Supply and erection of all types of connectors for aluminium / copper bus bar :

38&39 Supply and erection of 25KV/240V 10 KVA Auxiliary (LT) supply Transformers oil type with DO fuseswitch, anticlimbing device, pedestal insulator, copper jumper and earth electrode etc. with porcelain insulators 1050 mm CD.

The price shall cover Supply of 25KV/240V, 10 KVA LT supply transformer with suitably filled transformer oil, DO fuse assembly (including fuse carrier) and all other mounting accessories, SPS as required, at site, as per the RDSO's latest specification and erection of the same complete with terminal connectors on a mast or gantry. The price shall also be applicable for transformers mounted on steel pedestals at switching stations also. The price shall cover supply and erection of an enameled number plate of approved design. The price shall also cover oil filtration and per-commissioning tests as approved by the Employers or Engineer. The contractor shall make his own arrangement for oil filtration equipment, as well as power supply required for the same. All necessary tools, equipment, instruments required for carrying out oil filtration/checks/tests/commissioning shall be arranged by the contractor. The price shall also cover supply & erection of a DO fuse switch assembly complete with all mounting accessories, post/pedestal insulator for DO fuse switch assembly. The price shall also cover on a lump sum basis the supply and erection of anti-climbing device consisting of galvanized steel fixtures mounted on the masts below the transformer. The price shall also cover supply and erection of conductor/ jumper wires and the supply of all components including parallel clamps, bi-metallic and Aluminum-copper Al-Cu strips wherever required. The price shall also cover the erection of complete jumper assembly including conductor/jumper wire to be provided between the Over Head Equipment and L.T. Transformers, drop out switch assembly. The price shall also cover supply and erection of an earthing station with a single pipe embedded into the ground by driving or otherwise complete with protective concrete box and lugs suitable for directly connecting two mild steel flats of minimum size 50 mm x 6 mm and copper earthing strip 25X3 mm at LT side earthing point to mast. The price shall not include cost of supply and provision of structure bond connecting LT transformer with structure and then to rails, which will be paid for under item OHE-22.

40&41. Supply of 1.1 KV grade 2 Core 95 sqmm LT XLPE insulated armoured, Al conductor cable, making good the damages, end termination with Al crimping sockets / lugs, provision of cable route marker, testing and commissioning etc - and Laying of 1.1 KV grade LT XLPE insulated armoured, Al conductor cable, making good the damages, end termination with Al crimping sockets / lugs, provision of cable route marker, testing and commissioning etc

- 42. Excavation of cable trench & laying of cable in soil (including hard soil) of size 1200mm Depth width and refilling along with warning tape and soil etc for laying of HT cable as per latest IS.**
- 43. Supply erection testing and commissioning of automatic change over CLS switch panel, out door type , suitable for 3 different sources AC power, 230v single phase 50HZ in 25KV A traction system conforming to RDSO's specification No.TI/SPC/PSI/CLS/0023 or latest.**
- 44. Supply installation, testing and commissioning of cubical type high mast mounted, dust and vermin proof, LT control switch board conforming to IS 8326(latest version) complete with SPN MCB 63 Amps, 35 Ka fixed type (Ics =100% Icu)- 1 No copper bus bar of capacity 200Amps for 10 KVA AT**
- 45. Providing of concrete for foundation and plinth in hard and rocky soil requiring chiselling / Blasting :**

The price shall cover excavation, supply and handling of all materials and accessories, temporary arrangements for excavation in all types of soils and soft rock, concrete/masonry drains/walls, shoring wherever necessary, casting concrete including frame work wherever necessary, tamping of concrete, grouting of masts and finishing the top of concrete

foundation or anchor blocks. The price also includes dismantling of all connected temporary arrangements, back filling with excavated earth and compacting the same to the required height and width as per drawing to ensure safety of foundation, confining the exposed height of foundation block to within 10 cm., and removal of spoil. The price shall also include the cost of supply of cement.

46&47.Dismantling / erection of OHE Mast / uprights and TTU and OHE Boom an TTB.

Price shall cover on flat rate basis dismantling of OHE structures or portals by cutting the same from the top foundation and handing over the same to the employer depot. The price shall also include dismantling of drop arms and booms of the portal and their all associated fittings like SPS, bonds etc. Crane charges for the purpose are included in the flat rate. This shall also include the transportation of dismantled structures to the depot.

48&49 Supply and erection of only approved make retro reflective number plate.

- 50. Supply of hard drawn round copper wire for dropper wire diameter 5 mm as per IS 282: 192**
- 51. Supply of discharge bar earthing pole assembly for 25KV AC traction specification No.ETI OHE 519 bar 87 Rev 1 make IM or similar from approved vendor**

NOTE :

The contractor shall procure the RE materials from RDSO / CORE,s approved vendors only. The material shall conform to laid down specifications. The contractor shall furnish requisite test certificates. The firm shall arrange RITES inspection as per latest norms and conditions. Inspection & Testing of the equipment s within the specified Contract price. No extra payment shall be payable to the Contractor.

SCHEDULES OF RATES & QUANTITIES

SCHEDULES OF RATES AND QUANTITIES FOR DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING OF 25KV, 50HZ, SINGLE PHASE TRACTION OVER HEAD EQUIPMENT FOR PROPOSED SARZORA STATION

Schedule "A" :

Sl. No	Item Description	Unit	Quantity	Rate	Amount
1	Preparation of designs and drawings for Overhead Equipment, Switching Station, Sectioning diagram, Power supply diagram, Schematic diagram of Switching Stations, Traction working rule diagram and Instructions etc. required for commissioning of OHE	Per TKM	2	2,462.40	4,924.80
2	Submission of designs and drawings for Overhead Equipment, Switching Station, Sectioning diagram, Power supply diagram, Schematic diagram of Switching Stations, Traction working rule diagram and Instructions etc. Required for commissioning of OHE.	Per TKM	2	35,702.00	71,404.00
3	Supply of Large Span wire (130 sq.mm) including its fittings and mounting arrangements with 9-Ton porcelain insulators 1050 CD.	Mtrs	300	1,085.60	3,25,680.00
4	Erection of Large Span wire (130sq.mm) including its fittings and mounting arrangements with 9-Ton porcelain insulators 1050 CD	Mtrs	300	88.25	26,475.00
5	Supply of all types of galvanised Steel Structures, Small Parts Steel etc.	MT	20	1,52,944.00	30,58,880.00
6	Erection of all types of galvanised Steel Structures, Small Parts Steel etc.	MT	20	4,818.90	96,378.00
7	Supply of bracket assembly with insulators as per OHE plan, with Porcelain stay & bracket Insulators 1050mm CD.	Each	60	29,499.00	17,69,940.00
8	Erection of bracket assembly with insulators as per OHE plan, with Porcelain stay & bracket Insulators 1050mm CD	Each	60	1,652.20	99,132.00
9	Providing of concrete for Foundation and Plinth, in other than hard and Rocky soil	Cum	80	7,108.30	5,68,664.00
10	Laying of concrete for Foundation and Plinth, in other than hard and Rocky soil	Cum	80	2,300.00	1,84,000.00
11	Supply of regulating equipment (3 pulley type) with counter weight assembly for conventional OHE:	Each	6	97,351.00	5,84,106.00
12	Erection of regulating equipment (3 pulley type) with counter weight assembly for conventional OHE	Each	6	7,145.70	42,874.20

13	Supply of a guy rod assembly	Each	12	12,356.00	1,48,272.00
14	Erection of a guy rod assembly	Each	12	1,918.00	23,016.00
15	Supply of material for termination of double Overhead Equipment conductor with Porcelain Insulators 1050 mm CD	Each	6	20,680.00	1,24,080.00
16	Erection of material for termination of double Overhead Equipment conductor with Porcelain Insulators 1050 mm CD	Each	12	1,803.40	21,640.80
17	Supply of anti-creep with cadmium copper catenary wire including Porcelain insulators	Each	5	1,14,275.00	5,71,375.00
18	Erection of anti-creep with cadmium copper catenary wire including Porcelain insulators.	Each	5	8,170.80	40,854.00
19	Supply of 25 KV, S.P Isolators and with insulator with/without earth contact assembly:	Each	3	1,36,861.00	4,10,583.00
20	Erection of 25 KV, S.P Isolators and within sulator with/without earth contact assembly:	Each	3	9,027.30	27,081.90
21	Supply of a structure bond / longitudinal bond / transverse and special bond:.	Per TKM	4	34,639.00	1,38,556.00
22	Erection of a structure bond/longitudinal bond/ transverse and special bond	Per TKM	4	11,051.00	44,204.00
23	Supply and Erection of Over Head Equipment i.e.(excluding cost of supply of contact & catenary wires), contact & catenary wire, jumper wire, dropper wire,contact/catenary clips, fasteners and all other material required at turnout / overlaps / diamond crossings etc. Final checking of OHE and adjustment,inspection to be done by tower wagon for commissioning of conventional OHE	Per TKM	4	71,342.41	2,85,369.64
24	Supply of contact wire (HDGCC 107Sq.mm) only	MT	4	10,93,000.20	43,72,000.80
25	Supply of cadmium copper catenary wire(65 Sq. mm) only	MT	3	10,93,000.20	32,79,000.60
26	Supply of earth electrode	Each	13	3,865.69	50,253.97
27	Erection of earth electrode	Each	13	1,505.67	19,573.71
28	Supply of section insulator assembly with porcelain insulators 1050 mm CD and associated fittings & fasteners for OHE with Bar Insulators	Each	4	1,32,768.76	5,31,075.04
29	Erection of section insulator assembly with porcelain insulators 1050 mm CD and associated fittings & fasteners for OHE with Bar Insulators.	Each	4	8,728.47	34,913.88

30	Supply of 25 KV support insulators with fittings and fasteners	Each	20	6,035.05	1,20,701.00
31	Erection of 25 KV support insulators with fittings and fasteners	Each	20	225.94	4,518.80
32	Supply of copper jumper with fittings and fasteners	Numbers	100	5,177.85	5,17,785.00
33	Erection of copper jumper with fittings and fasteners	Numbers	100	716.29	71,629.00
34	Supply of solid copper busbar 18 mm dia.	Mtr	50	3,356.40	1,67,820.00
35	Erection of solid copper busbar 18 mm dia.	Mtr	50	303.27	15,163.50
36	Supply of all types of connectors for aluminium / copper bus bar	Each	20	8,995.64	1,79,912.80
37	Erection of all types of connectors for aluminium/copper bus bar	Each	20	122.79	2,455.80
38	Supply of 25KV/240V 10 KVA Auxiliary (LT) supply Transformers oil type with DO fuse switch, anti climbing device, pedestal insulator, copper jumper and earth electrode etc. with porcelain insulators 1050 mm CD.	Set	1	1,26,014.02	1,26,014.02
39	Erection, oil filtration, testing & commissioning of 25KV/240V 10 KVA Auxiliary (LT) supply Transformers oil type with DO fuse switch, anti-climbing device, pedestal insulator, copper jumper and earth electrode etc. with porcelain insulators 1050 mm CD.	Set	1	16,990.70	16,990.70
40	Supply of 1.1 KV grade LT XLPE insulated armoured, Al conductor cable, making good the damages, end termination with Al crimping sockets / lugs, provision of cable route marker, testing and commissioning etc - 2 Core 95 sqmm.	Mtr	500	624.39	3,12,195.00
41	Laying of 1.1 KV grade LT XLPE insulated armoured, Al conductor cable, making good the damages, end termination with Al crimping sockets / lugs, provision of cable route marker, testing and commissioning etc - 2 Core 95 sqmm.	Mtr	500	99.48	49,740.00
42	Excavation of cable trench & laying of cable in soil (including hard soil) of size 1200mm Depth width and refilling along with warning tape and soil etc for laying of HT cable as per latest IS	Mtr	400	677.14	2,70,856.00

43	Supply erection testing and commissioning of automatic change over CLS switch panel, out door type , suitable for 3 diferect sources AC power, 230v single phase 50HZ in 25KV A traction system conforming to RDSO's specification No.TI/SPC/PSI/CLS/0023 or latest	Each	1	2,01,231.26	2,01,231.26
44	Supply installation, testing and commissioning of cubical type high mast mounted, dust and vermin proof, LT control switch board conforming to IS 8326(latest version)complete with SPN MCB 63 Amps, 35 Ka fixed type (Ics =100% Icu)- 1 No copper bus bar of capacity 200Amps for 10 KVA AT	Each	1	21,818.41	21,818.41
45	Providing of concrete for foundation and plinth in hard and rocky soil requiring chiselling/Blasting	Cum	20	8,293.33	1,65,866.60
46	Dismantling / erection of OHE Mast / uprights and TTU	MT	10	3,090.95	30,909.50
47	Dismantling / erection of OHE Boom an TTB	MT	10	3,090.95	30,909.50
48	Supply of only approved make retro reflective number plate	Each	250	900.04	2,25,010.00
49	Erection of approved make retro reflective number plate	Each	250	157.34	39,335.00
50	Supply of hard drawn round copper wire for dropper wire diameter 5 mm as per IS 282: 192	Kg	100	689.92	68,992.00
51	Supply of discharge bar earthing pole assembly for 25KV AC traction specification No.ETI OHE 519 bar 87 Rev 1 make IM or similar from approved vendor	Each	10	19,013.73	1,90,137.30
Total Amount					1,97,84,299.53

Percentage above / below / at par in figure :

Percentage above / below / at par in words :

Total cost of work in figure :

Total cost of work in words :

Note :

1. The quantities may vary +/- 25%.
2. Rates are inclusive of all taxes, transportation and all other incidental charges but excluding GST.
3. Tenderer are required to quote only one percentage (above / below / at par) for the above schedule "A" for covering all the items.

Appendices

Tenderer's Information

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

1. Name of Tenderer:

2. Head office Address:

3. Address on which correspondence should be done with Tel. Nos., Fax No. & E-mail address:

4. Place of incorporation / registration

Year of incorporation / registration

5. Constitution of Tenderer

I) Specify, if the tenderer is

a) An individual

b) A proprietary firm -----

c) A firm in partnership

d) A Limited Company or Corporation

e) A group of firms / joint venture

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

II) Attach a copy of Proprietorship or Partnership Deed
or Article of Association or Incorporation of Company
or JV Agreement as the case may be. -----

6. Give particulars of registration with Govt./Semi Govt./Public Sector Undertakings/Local Bodies -----

7. PAN No -----

8. PF No. -----

Appendix – 2**Technical Capacity (Clause No.4.1 of the Instructions to Tenderer)**

Statement of Construction of similar work successfully completed during the last 7 (Seven) years ending last day of month previous to the one in which the tender is invited.

Sr . N o.	Name of Work	Contract No. & Date	Name & Address of client (Including Tel./Fax No.)	Contract Value in Rs. Original/ Revised	Date of Award of work	Date of actual start of work	Date of scheduled completion	Actual date of completion	Completion cost of the work	Remarks explaining reasons for delay in work completion, if any	Reference to Certificate supporting the information
1	2	3	4	5	6	7	8	9	10	11	12

Appendix - 3**Statement of works in Progress/in hand/being executed by the contractor/s**

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

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

Detail of contractual payment received .

Tenderer should provide information as per this proforma for the firm/company and for each member in case of Joint venture/consortium for the total contract amount received in terms of gross payment received through various contracts during the last 3 financial years ending 31.03.2024. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be provided.

Sr. No.	Financial Year	Total contract amount received (In Rs.)
1	2021-22	
2	2022-23	
3	2023-24	
4	2024-25	

Note:

Please attach: Attested copy of Audited balance sheet duly certified by Chartered Accountant

Appendix – 5A

List of available Personnel for key positions

(Details of Key Personnel for key positions already available with the firm)

Sr.No.	Name	Designation	Qualification	Professional Experience in Lighting Design work	Name of Work and location where working
1	2	3	4	5	6

Appendix – 5B

List of personnel proposed to be deployed on this project on key positions.

Sr. No.	Name & Designation	Qualification	Professional Experience

Appendix - 6

List of plant and machinery already available with the Firm.

Sr. No.	Particular of Equipment	No. of Unit	Kind & Make	Capacity	Age & Condition

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

Declaration by the tenderer for site acquaintance

DECLARATION

CERTIFICATE OF FAMILIARISATION
(Tenderer should fill the blank spaces)

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

Signature of Tenderer(s)

Date:

Seal:

Proforma for Agreement for the Work

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

KONKAN RAILWAY CORPORATION LIMITED

AGREEMENT FOR THE WORK

CONTRACT AGREEMENT NO. dated ARTICLES OF AGREEMENT Made this day of, 2022 between Konkan Railway Corporation Limited acting through the Chief Electrical Engineer, head quartered at Office of Chief Electrical Engineer, 3rd Floor, Belapur Bhavan, Plot No.6, Sector 11, CBD Belapur, Navi Mumbai– 400 614, Maharashtra hereinafter called the Corporation (which expression shall unless repugnant to the context shall include the successors, heirs, administrators and permitted assigns of the Corporation) of the one part

AND

M/s

[Name of Contractor with Address] (Represented by Shri. (having been authorized to sign the contract) hereinafter called the Contractor (which expression shall unless repugnant to the context shall include the successors, heirs, administrators and permitted assigns of the Contractor) of the other part

WHEREAS the Contractor has submitted his tender for the performance of the work of ---

----- vide their offer for Tender No. dated at the rate of -----% above/below/at par [strike out whichever is not applicable] (----- [in words] Percent above/below/at par) the Schedule of Items, Rates & Quantities (Annexure ----).

WHEREAS the Corporation has held negotiations for the above work vide their letter No. dtd. (Annexure -----) and the firm has quoted their negotiated percentage at the rate of -----% (----- [in words]) above the Schedule of Items, Rates and Quantities at total cost of Rs. (Rs. Only [in words]).

{This is applicable in case negotiations held with Contractor}.

WHEREAS the Corporation has issued their acceptance to Contractor's offer /negotiated offer [Strike out whichever is not applicable] for schedule vide their letter No. dtd. at the rate of -----% (----- Percent) above the basic cost of Schedule at the total cost of Rs. (Rs.

----- Only) annexed hereto and marked as Annexure ----- and the Contractor has agreed & confirmed his unconditional acceptance to the Corporation's said letter of acceptance referred above and marked as Annexure

-----.

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

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

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

The entire document including Annexures (from Page No. ----- to -----) annexed to This Agreement shall form and construed as part of this Agreement.

Signature of the Contractor

Chief Electrical Engineer

Konkan Railway Corporation Ltd.

M/s -----

[Name and Address of Contractor]

WITNESS:

WITNESS:

Proforma for Guarantee Bond for Performance Bank Guarantee, for information of tenderers.

(TO BE EXECUTED ON A STAMP PAPER OF RS. 100/-)
 GUARANTEE BOND
 (FOR PERFORMANCE BANK GUARANTEE)

In consideration of the KONKAN RAILWAY CORPORATION LTD., Belapur Bhavan, 3rd Floor, Sector 11, Plot No. 6, CBD Belapur, Navi Mumbai 400 614 (hereinafter called "M/s KRCL") awarded the contract to M/s ----- [Name and full Address of work awarded contractor], [hereinafter called "the said Contractor(s)"], under the terms and conditions of Letter of Acceptance No.----- Dated ----- made between KONKAN RAILWAY CORPORATION LTD., and M/s ----- [Name of work awarded contractor], for -----

-----[Name of work] (hereinafter called "the said Agreement") of Performance Guarantee for the due fulfillment of the work by the said contractor(s) as per the terms and conditions contained in the said Agreement on production of Bank Guarantee for Rs.------(Rupees -----[in words],

We,-----[Name of Bank with full Address] (hereinafter referred to as "the Bank") at the request of M/s -----[Name of work awarded contractor] Contractor(s) do hereby undertake to pay to M/s KRCL amount not exceeding Rs.----- (Rupees----- [in words]), against any loss or damage caused to or suffered or would be caused to or suffered by M/s KRCL by reasons of any breach of the said contractor(s) of any of the terms or conditions contained in the said Agreement.

We, ----- [Name of Bank] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from M/s KRCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by M/s KRCL by reason of breach by the said contractor(s) of any terms or conditions contained in the said Agreement or by reason of the said contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- [in words]). We undertake to pay to M/s KRCL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We, ----- [Name of Bank], further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the Said Agreement and that it shall continue to be enforceable till all the dues of M/s KRCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till M/s KRCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ----- [Date up to which the Bank Guarantee is valid], we shall be discharged from all liability under this guarantee thereafter.

We, ----- [Name of Bank], further agree with M/s KRCL that M/s KRCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by M/s KRCL against said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of M/s KRCL or any indulgence by M/s KRCL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, ----- [Name of Bank], lastly undertake not to revoke this guarantee during its currency except with the previous consent of M/s KRCL, in writing.

Notwithstanding anything contained herein above:-

1. Our liability under this Bank Guarantee shall not exceed Rs. ----- (Rupees ----- [in words]).
2. This Bank Guarantee shall be valid upto ----- [Date which shall be equal to currency of contract plus 60 days beyond that].
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if KRCL serve upon us a written claim or demand on or before ----- [Date up to which Bank Guarantee is valid].

SIGNATURE AND SEAL OF THE BANK

Date:

Place:

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

Affidavit for Work/Contracts rescinded / terminated in last 3 years

AFFIDAVIT

TO WHOM SO EVER IT MAY CONCERN

I /We M/s ----- hereby declare that none of the works/ contracts awarded to our Firm/Company/ JV has been rescinded/ terminated in the last 3 financial years immediately preceding the current financial year and current financial year i.e FY 2023-24, upto date of opening of tender on account of poor performance or reasons attributable to us. If this declaration is found to be factually incorrect, KRCL may disqualify our Firm/Company / JV in the tendering process. The decision of KRCL in this respect shall be binding and accepted by us without demur.

(To be executed by the authorised signatory of the Firm /Company/JV with common seal on a Non Judicial Stamp Paper of Rs. 100/- and affirmed before notary public or Self Attested.)

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH 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 (a) 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 besides banning of business for a period of upto two years. 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 besides 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 fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE OF THE
TENDERER

Place:

Dated:

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

**This certificate is to be given by each member of JV or
Partners of Partnership firm / LLP / etc.**

Self Evaluation Sheet

Sr. No.	Eligibility Criteria	Supporting Documents and page references	Remarks Eligible/ Not Eligible
	Technical Eligibility		
1)	As per clause No. 4.1 of Technical Eligibility Criteria		
2)	Financial Capability- Clause No.4.2		
a)	<p>The tenderer must have minimum average annual contractual turnover of V/N or V whichever is less, where:</p> <p>V= Advertised value of the tender and N= Number of years prescribed for completion of work for which bids have been invited.</p> <p>V = Rs.1,57,97,227/-, N = 3 Months</p> <p>Minimum average annual contractual turnover = Rs.1,57,97,227/-</p> <p><i>The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.</i></p>		

Check List

Sr. No.	Description	Action in the event of non submission
1	Tenderer's Information- Appendix-1	LR
2	Statement of similar nature of works executed/completed by the contractors as defined under clause no.4.1 of Technical Eligibility Criteria - Appendix – 2 .	SR
3	Statement of work in progress-The list of works in hand and in progress indicating the details as per Appendix- 3 .	LR
4	Contract amount received - Appendix -4	SR
5	List of personnel proposed to be deployed on this project as per Appendix-5B .	LR
6	Compliance Certificate – Appendix-7	LR
7	Declaration by the contractor for site acquaintance as per Appendix- 8	LR
8	Affidavit for Work/Contracts rescinded/terminated in last three (3) financial year as per Appendix - 11	LR
9	Attested copies of Annual Income tax returns filed with Income Tax.	LR
10	Format for certificate to be submitted/ uploaded by tenderer along with the tender documents - Appendix - 12	SR
11	Non submission of Bid Security /EMD: – Appendix-15	SR
12	Non submission of Integrity Pact duly signed	SR
13	Electrical contract License	SR

LR : Liable to be rejected.

SR : Summarily to be rejected.

Note: (I) All the documents related to SR must be signed by firm on each and every pages.

(ii) Non signed SR document shall be Summarily Rejected.

THE END