



KONKAN RAILWAY CORPORATION LIMITED
(A Government of India Undertaking)

OPEN TENDER THROUGH "IREPS"

For

Electrical works associated with extension of sick line shed (old IOH shed) at DRSD Verna of Konkan Railway under Karwar region.

E- TENDER NOTICE NO:

KR-KW-EL-T-6-2026 Date: 11/06/2026

Last date & time for online submission of tender in IREPS : 03/07/2026 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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E-TENDER DOCUMENT ISSUE SHEET

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

Name of work	Electrical works associated with extension of sick line shed (old IOH shed) at DRSD Verna of Konkan Railway under Karwar region.
Tender notice No.:	KR-KW-EL-T-6-2026 Date : 11/06/2026
Completion Period	90 days
Estimated Cost	Rs.14,42,136/- excluding GST
Validity of offer:	60 days
Last Date and time of closing of tender	03/07/2026 up to 15.00 hrs.
Joint Venture (JV) / Consortium	Not permitted.
NIT Period	21 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-6-2026 Date: 11/06/2026

(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	Electrical works associated with extension of sick line shed (old IOH shed) at DRSD Verna of Konkan Railway under Karwar region.
2	Tender No.	KR-KW-EL-T-6-2026 Date: 11/06/2026
3	Type of Tender	Open e-Tender
4	Bidding System	Single Packet
5	Tender Closing Date	03/07/2026 up to 15.00 Hrs.
6	Opening of Tender	03/07/2026 at 15:30 hrs.
7	Advertised value of the work	Rs.14,42,136/- excluding GST
8	Bid Security	Rs.28,900/- (Rupees twenty eight thousand nine hundred only)
9	Cost of Tender Form	Nil
10	Contract period	90 (Ninety) days
11	Tender Notice Period	21 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 : 11/06/2026

Place : Karwar

Tender Form (Form of Bid)

KONKAN RAILWAY CORPORATION LIMITED
TENDER FORM (First Sheet)

Tender No. : KR-KW-EL-T-6-2026 Date : 11/06/2026

Name of Work: Electrical works associated with extension of sick line shed (old IOH shed) at DRSD Verna of Konkan Railway under 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 and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for Konkan Railway Corporation Ltd., at the rates quoted in the bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within the 90 days 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, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of Rs.28,900/- (Rupees twenty eight thousand nine hundred only) has already been deposited online / submitted as Bank Gurantee Bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document,
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders (Letter of Acceptance) to that effect.
4. I/We/am/are a Start up firm registered by ----- Department of Industrial Policy and promotion (DIPP) and my registration number is ----- valid upto ----- (Copy enclosed) and hence exempted from submission of Bid security.
5. We are a Labour Cooperative Society and our Registration No. is ----- with ----- and hence required to deposit only 50% of Earnest Money.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of witnesses:

(1) _____

(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/Specifications (enclosed)
 - (c) Schedule of approximate quantities (enclosed)
 - (d) KR General Conditions of Contract July 2022 as amended/corrected up to latest Correction Slips, copies of which can be seen in the Office of the Chief Electrical Engineer/ Konkan Railway Corporation Ltd. or obtained from any of these offices on payment of prescribed charges.
 - (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Engineer, General Manager/Projects, Chief Project Manager, Konkan Railway on payment of prescribed charges.
 - (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2. **Drawings for the Work:** The Drawing for the work can be seen in the office of the Regional Electrical Engineer Karwar and / or Chief Electrical Engineer, Konkan Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) as applicable, except where he/they are required to quote item rates and must tender for all the items shown in the bills of quantities attached. The quantities shown in the attached Bill(s) of quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill (s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
5. The works are required to be completed within the period of 90 days from the date of issue of acceptance letter.
6. **Bid Security :**
 - (a) Subject to exemptions provide under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied a Bid security as mentioned in tender documents, failing which the tender shall be summarily rejected.
 - (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Konkan Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the

amount deposited or Bank Guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

- (c) If his tender is accepted :
- (i) the Bid Security mentioned in sub para (a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
 - (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security the Railway shall return the Bid Security so retained as per sub para (c) above, to the Contractor.

7. **Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
8. If, the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled /contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

10. **Eligibility Criteria:**

10.1 **Technical Eligibility Criteria:**

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

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

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

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

(b) (i) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges –substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any 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:

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

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

One similar work costing not less than the amount equal to **60%** of advertised value of each component of tender.

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

(b) (ii) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b) (iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of Standard General Conditions of Contract or through subcontractor fulfilling the requirements as per clause 7 of Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

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

Note for Item 10.1:

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

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

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

10.2. Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N crores; where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure -VIB along with the copies of Audited Balance Sheet duly certified by the Chartered Accountant / Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

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

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

10.5 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

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

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

1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.

3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.

4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially

completed work.

5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.

6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be reworked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.

10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.

11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.

12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.

13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.

14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

15. In case company A is merged with company B, then company B would get the credentials of company A also.

11.0 Tenderer Credentials:

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

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

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

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

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

(iv) A copy of Certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the Certificate to be submitted by the bidder is enclosed as Annexure-V. Non submission of a copy of Certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatory 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 here under nor will it affect any rights of the Railway there under.

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

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

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

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

14. Documents to be submitted along with Tender:

(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / company / Joint Venture (JV) / Registered Society / Registered Trust/ HUF etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such

cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

(ii) Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm:

(i) All documents in terms of Para 10 of the tender form (Second sheet above).

(b) HUF:

(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

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

(c) Partnership Firm:

(i) All documents as mentioned in Para 18 of the Tender Form (Second Sheet).

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

(e) Company registered under Companies Act 2013:

(i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company.

(ii) A copy of Certificate of Incorporation

(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

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

(f) LLP (Limited Liability Partnership):

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

(iv) An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

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

(g) Registered Society & Registered Trust:

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

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

(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society/ HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

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

(vi) The Railway will not be bound by any change 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.

15. The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust/HUF/LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to sign the tender, submit the tender, and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

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

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

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

(a) Should a tenderer

i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR

ii) being partnership firm / joint venture (JV) / registered society / registered trust etc. have as

one of its partners a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR

iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

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

THEN

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

b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note: -If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract

JOINT VENTURE (JV) IN WORKS TENDERS

17. Participation of Joint Venture (JV) in Works Tender: This para shall be applicable for works tenders wherein tender documents provide for the same.

17.1 Separate identity/name shall be given to the Joint Venture.

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

17.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

- 17.4** The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
- 17.5** Bid Security shall be submitted by JV or authorized person of JV either as:
(i) Cash through e-payment gateway or as mentioned in tender document, or
(ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.
- 17.6** A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
- 17.7** Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid security shall be liable to be forfeited.
- 17.8** Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc. provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- 17.9** Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 17.10** On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 17.11** On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
- 17.11.1** Joint and Several Liability - Members of the Entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the Entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

17.11.2 Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

17.11.3 Governing Laws -The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

17.12 Authorized Member - Joint Venture members in the JV MoU shall authorize Lead members on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

17.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.

17.14 Documents to be enclosed by the JV along with the tender:

17.14.1 In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
- (iv) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

17.14.2 In case, one or more members is/are HUF, the following documents shall be enclosed:

A copy of notarized affidavit on Stamp Paper declaring that he who is signing the affidavit on behalf of HUF is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

17.14.3 In case, one or more members of the JV is/are companies, the following documents shall be submitted:

- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement
- (ii) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
- (iii) A copy of Certificate of Incorporation
- (iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

17.14.4 In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

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

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

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Rules & Regulations of the Society
- (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.

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

17.15 Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

17.15.1 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):

(a) For Works without composite components

The technical eligibility for the work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'. Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07(seven) years, ending last day of the month previous to the one in which tender is invited, one similar single work for a minimum of 10 % of advertised value of the tender.

(b) For works with composite components

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

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (nonlead) member of the JV must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

Note for Clause 17.15.1

a) The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work

can be classified as Major component of work.

(b) Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.

17.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of “Financial Eligibility” mentioned at para 10.2 above. The “financial capacity” of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 above. The arithmetic sum of individual “financial capacity” of all the members shall be taken as JV’s “financial capacity” to satisfy this requirement. Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member’s share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.

17.15.3 Bid Capacity

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

18. Participation of Partnership Firms in works tenders:

- 18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act, prior to submission of tender.
- 18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- 18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims whatsoever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited. If, any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If, any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case, the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

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

(a) Joint and several liabilities:

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

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

The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

- 18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

(i) A notarized copy of partnership deed or a copy of the Partnership deed registered with the Registrar.

(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

(iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India / any State Govt. from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

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

18.11 Evaluation of eligibility of a partnership firm:

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

19.0 Advances to Contractor –

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

Signature of Tenderer(s)
Date _____

(Signature)
(Designation)
Konkan Railway Corporation Ltd
Date _____

INSTRUCTIONS TO TENDERER/S

A. GENERAL

1.0 Introduction: Konkan Railway Corporation Ltd (KRCL) is a Central Public Sector Enterprise under the Ministry of Railways. 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:

Electrical works associated with extension of sick line shed (old IOH shed) at DRSD Verna of Konkan Railway under 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 shall submit the bid in full compliance of the requirements stipulated in the Tender Document.

3.2 Period of Contract: **Ninety 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.

3.4 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, the bidder shall be banned from submission of bids in any Works / Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS.

(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 the bidder shall be banned from submission of bids in any Works / Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS.

4.0 Mandatory Documents by Tenderer :

4.1 Tenderer shall submit a declaration that he/firm is not declar ineligible as per Govt. of India directives/ policies/circulars/guidelines etc shall not be eligible to bid .

4.2 Self attested Electrical Contractor License copy

4.3 Copy of certificate (Self attested) stating that all their statements/documents submitted along with bid are true and factual. Appendix-3.

5.0 Electrical Contractor License

5.1 The tenderer shall have to possess valid Electrical License of appropriate voltage issued by any State Government under clause 45 of compilation of rule of Indian Electricity rules 1956 or as amended from time to time. **Firm should submit a self attested copy of the electrical contractor license along with the offer, otherwise, the offer will be summarily rejected.**

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 RRM, Konkan Railway Corporation Ltd., Shirwad, Karwar. 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 JV/Consortium is not permitted.

8.0 Cost of Bidding

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

B. BIDDING DOCUMENTS

9.0 Content of Bidding Documents

9.1 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 8
- * Schedule of Items, Rates and Quantities.

9.2 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.

9.3 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.

- 9.4 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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10.0 Amendment of Tender Documents

- 10.1 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.
- 10.2 The following terms as and where referred to in this tender document shall mean the same
- a. Addendum slip
 - b. Correction slip
 - c. Amendment slip
 - d. Addendum slip and Corrigendum slip

These slips are issued in consecutive serial numbers.

11.0 Site visit

- 11.1 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.
- 11.2 Site visit for Tenderer at tenderer/s own expenses can be co-ordinated and the tenderer or their authorised representatives must contact the office of KRCL at Karwar well in advance to co-ordinate. It is in the interest of the Tenderer 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

C. PREPARATION OF BID

12.0 Language of Bid

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

13.0 Bid prices

- 13.1 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.
- 13.2 All duties, taxes and other levies excluding goods and service tax (GST) 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.

13.3 The tenderer shall quote single percentage rate above/below/at par for the given **Schedule, in IREPS System only.**

13.4 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.**

13.5 ***The percentage quoted rate must be excluding GST.***

13.6 KRCL has got right to reject the offer without citing any remarks / reasons and this is final and binding on the Contractor.

14.0 Currencies of bid and payment

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

15.0 Period of validity of the tender

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

15.2 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.

16.0 Bid Security: Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document (KRGCC July 2022), the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.

17.0 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. The proforma for payment of Performance Guarantee in the form of BG is also available at Appendix-7

18.0 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.

19.0 Identity of tenderer

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

the tenderer as may be considered necessary.

20.0 Joint Venture/Consortium

20.1 *Joint Venture/Consortium is not permitted.*

21.0 Statutory formalities:

21.1 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.

22.0 Submission of Tender through E-Tendering only.

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

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

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

23.0 Understanding and Care in Submission of tender

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

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

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

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

23.5 Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, visited the site and made himself aware of

the scope and specifications of the work to be done, local conditions and other factors having any bearing on the execution of the work.

23.6 The tenderer/s is/are advised to submit all necessary authentic data with necessary supporting certificates for the various items of evaluation criteria in one go with the tender. For incomplete submission, tenderer/s shall remain responsible and the offer is liable for rejection. The Tenderer is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Tenderer's risk and his bid is liable for rejection.

23.7 Also tenderers should **ensure that he has submitted all mandatory documents**.

24.0 Documents to be submitted by tenderer/s

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

24.2 Tenderer/s has to submit all the documents required as per tender conditions at the time of submission of Tender. Documents submitted for any other tender(s) or submitted for any other purpose and available with KRCL will not be entertained or considered against present tender.

24.3 The documents required under the tender conditions for submission along with the tender are listed below. The tenderer/s are advised to examine the various conditions and submit their offer with following details.

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

24.3.2 Compliance Certificate - **Appendix – 2**

24.3.3 Certificate of familiarization – **Appendix - 3**

24.3.4 Undertaking by Tenderer - **Appendix -4**

24.3.5 Format for certificate to be submitted/ uploaded by tenderer along with the tender documents - **Appendix – 5.**

24.3.6 Agreement Proforma - **Appendix-6.**

24.3.7 Performance Guarantee Bond proforma - **Appendix-7.**

24.3.8 Bid Security – **Appendix - 8**

24.3.9 Copy of Electrical contract License

24.3.10 Copy of Pan Card, GST Registration certificate and valid Electrical license.

24.3.11 Integrity Pact – **It is given at the end of this chapter of Instruction to tenderer.**

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

24.3.13 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.

24.3.14 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.

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

24.3.16 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.

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

24.3.18 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.

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

26.0 Deadline for submission of tender

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

26.2 Employer may at its discretion extend the deadline for submission of the bid at any time before the time of submission of the bids lapses, decision of KRCL shall be final and binding on the contractor.

D. BID OPENING AND EVALUATION

27.0 Opening of the tender

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

27.2 In case the date of tender opening happens to be a holiday, the tender will be opened through IREPS portal on next working day at the same time and place.

28.0 Withdrawal of tender

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

29.0 Preliminary Examination of Bids

29.1 Prior to the detailed evaluation, Corporation shall determine whether 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;

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

29.3 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

29.4 whose rectification would unfairly affect the competitive position of other Tenderer/s who are presenting substantially responsive bids.

30.0 Clarification of the Bids

30.1 To assist the examination, evaluation of the tender, Corporation may at his discretion ask the tenderer 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.

31.0 Negotiations

31.1 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".

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

32.0 Disqualification

32.1 Tenderer may note that even if they meet the eligibility criteria as given above they are liable for disqualification, if the tenderer have:

32.1.1 Given misleading or false information in the forms, statements and attachments submitted; or

32.1.2 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

32.1.3 Consistent history of litigation of the firm, reasons for which are attributable to the firm; or

32.1.4 Financial failure due to bankruptcy etc.

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

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

33.0 Canvassing

- 33.1 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.

34.0 Right of KRCL to deal with tenderers

- 34.1 The authority for acceptance of the tenders shall rest with the Corporation. KRCL reserves the right to postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reasons thereof and without any compensation to the tenderer/s.
- 34.2 KRCL's assessment of suitability as per eligibility criteria shall be final and binding.
- 34.3 It shall not be obligatory on the Corporation to accept the lowest tender or any other tender / tenders.
- 34.4 The Corporation 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.
- 34.5 Corporation also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tenderer if deemed necessary.

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

E. AWARD OF CONTRACT

35.0 Award of Contract

- 35.1 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.
- 35.2 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.
- 35.3 Letter of Acceptance, after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Corporation/Engineer and the contractor till such time the contract agreement is signed.

36.0 Execution of Contract Agreement

- 36.1 After award of work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief 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 otherwise. 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-6.

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

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

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

37.0 Form of Contract Documents

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

38.0 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.

39.0 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.

40.0 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.

41.0 Integrity Pact (IP)

38.1 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.

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.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

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. Shri Aditya Kumar Mittal (email id:adityakumarmittal@gmail.com)
2. Shri Bishwamitra Pandey (email id: vishwamitram1@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.

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

9.0 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 / Contractors, etc.
 - c) For banning the business dealing with the Agency.
- 9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected entities of the Agency.

10. Appeal against the Decision of the Competent Authority

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

11. Review of the Decision by the Competent Authority

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

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

- 12.1 Depending upon the gravity of misconduct established, KRCL may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

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

SPECIAL CONDITIONS OF CONTRACT – PART A

A. Meaning of Terms:

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.

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-incharge 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/Sr. 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 June 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 assignee.
- 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

1.55 Interpretation: These Regulations for Tenders and Contracts shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications, additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms.

F. 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 tender/contract, 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:
 - Letter of Award
 - Schedule of Items, Rates & Quantities
 - Special Conditions of Contract
 - Technical Specifications as given in tender documents
 - Drawings

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.

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.

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.

Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.

IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

Relevant B.I.S. Codes/RDSO specifications 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 drawings attached with the tender are indicative only and the work will be carried out as per approved drawings. Contractor will have no claim on account of deviation in approved drawing with reference to tender drawing.
- 3.5 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.
- 3.6 It should be specifically noted that some of the detailed drawings may not have been finalized by the Corporation and will, therefore, be supplied to the contractor, progressively as per site requirements. No compensation whatsoever on this account shall be payable. No claim shall be entertained in this regard by KRCL.
- 3.7 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 Deployment of Plant & Machinery

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

6.0 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.

7.0 Urgent Work

- 7.1 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.

8.0 Precautions during progress of work:

- 8.1 While working near to or alongside the existing power line crossings or telephone / telegraph 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.

9.0 Transport, Custody and Storage of Material

- 9.1 The contractor shall be responsible for the safe transport custody and storage of all materials issued to/arranged by him and he will be liable to make good the loss due to any cause whatsoever that may be suffered by the Corporation on this account. The materials shall be open for inspection by the Engineer-in-Charge at any reasonable time.
- 9.2 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.

10.0 Rates:

- 10.1. 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 supplied by the Corporation or by the Contractor. Further, before quoting the rates Contractor should ensure that he has to pay minimum wages as per extant guidelines issued by the CLC time to time to his workmen who are to be deployed as per the subject contract and has to comply all statutory requirement as per the labour act.
- 10.2. 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 other than that specified in the price variation clause is admissible in respect of works under the contract.
- 10.3 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.
- 10.4 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.
- 10.5 The rates entered in the accepted schedule of rates of the contract are intended to provide for works duly and properly complete in accordance with conditions of contract and deemed to include and cover,
 - a. Supervision and labour
 - b. All arrangement for safety of his employees
 - c. All fees, duties, royalties, taxes and imposition payable to local authorities.
 - d. And all such other incidental charges or contingencies as may have been specially provided for in the specifications.

11.0 Payment of Bills

80% cost of material shall be paid on receipt of material at the work site with production of Bank Guarantee of equivalent amount issued by a Nationalized Bank or 80% cost of the materials will be paid after their erection at site without production of Bank Guarantee Or 80% cost of materials will be made on production of an indemnity bond and comprehensive insurance cover for an equal amount including loss due to theft, pilferage, fire or any other reasons.

- 11.2 Balance 20% cost of materials, 100% cost of other items and 100% cost of erection would be made on satisfactory completion of the work.
- 11.3 The contractor shall prepare the bill and submit in triplicate for verification and payment. Final Bill for this work shall be prepared & submitted within weeks period after completion of work. Late submission of the bill by the contractor shall be viewed harshly & may attract penalties.
- 11.4 AEE/MAO is the concerned field executive. Sr.REE/KRCL/KARWAR shall be the bill passing authority and RFA/KRCL/KARWAR shall be the paying authority for this contract.
- 11.5 The contractor shall prepare the bill and submit for verification to supervisor in-charge / KRCL/Karwar who will forward the bill to Sr.REE,KAWR for payment. The bills / invoices should contain minimum details like Name, Address, GSTIN, HSN of the terms / Service supplied CGST/SGST/IGST as applicable and other information as required under GST law. The invoices charges clearly in the invoice will not accepted by KRCL. Beside this contractor has to submit GST Tax invoice on his latter head duly signed by him with minimum mandatory as explained above. The invoices by the contractor stating inclusive of all the taxes will not be acceptable and instant detailed amount of GST should be indicated in the invoice.
- Contractor have to fill monthly GST return by the due date with the reason that the KRCL will not be able to claim the GST input credit unless you fill the monthly GST return. If you do not file monthly GST return then in such case KRCL will have to review the purchase order / Contract with your firm.
- 11.6 All the rates quoted shall be inclusive of all levies or any incidental charges and transportation etc. excluding GST. The quoted rates shall be firm and valid over the prescribed period of contract. Any increase in existing taxes / any new taxes levied by State / Central government shall be born by the contractor.
- 11.7 The payment shall be made for the quantities actual executed based on the unit rates accepted.
- 11.9 The contractor shall also submit his account number to facilitate payment through RTGS.
- 11.10 While processing payment of any "On Account bill" or "Final bill" or release of "Advance" 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 payment made to them during the wages period in Railway's Shramik kalyan portal at www.shramikkalyan.indianrailways.gov.in "till.....Month.....Year."
- 11.11 **"On-Account" Payments** ; The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer Incharge he has executed in terms of the contract.

The payment of “**on account” bills** will be regulated as under:

- (a) Contractor's Engineer shall record the measurement and submit to the field in-charge who will test check the measurement 100%.
 - (b) Contractor shall then submit this bill in 3 copies to concerned Engineer Incharge 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.
- 11.12 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.
- 11.13 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.
- 11.14 No material price variation or wages escalation on any account whatsoever the compensation for "Force Majure" 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.
- 11.15 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.
- 11.16 No mobilisation advance is admissible for this contract.
- 11.17 The payment shall be made for the quantities actually executed based on the unit rates accepted.
- 11.13 **Final Payment :** On the Engineer Incharge's certificate of completion in respect of the services, adjustment shall be made and the balance of account based on the Incharge or his representative's certified measurements of the total quantity of service executed by the Contractor upto the date of completion and on the accepted schedule of rates and for extra works if any shall be paid to the Contractor, subject always to any deduction which may be made under these presents, and further subject to the Contractor having delivered to the Incharge either a full account in detail of all claims may have on the Railway in respect of the works or having delivered "No Claim Certificate" and the Incharge having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by her since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the services have been properly replaced and made good and all expenses and demands incurred by or made upon the Railway for or in the respect of damage or loss by from or in consequence of the services, have been satisfied agreeably and in conformity with the contract.

12.0 Taxes.

- 12.1 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.

- 12.2 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.
- 12.3 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 mobilization 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.
- 12.4 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.

13.0 Goods and Service Tax

- 13.1 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 January 2021).
 - 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 January 2021).
 - 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.

13.2 The supplier should raise Tax Invoice against respective State's GSTN of KRCL, wherever the Supply has been made.

14.0 Publicity

14.1 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.

15.0 Official Secrets Act 1923

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

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

16.1 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.

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

- 17.1 The duties of the representative of the Engineer-in-charge are to watch and supervise the works and the workmanship in connection with the works.
- 17.2 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.

18.0 Insurance

18.1 **Submission of All Risk Insurance Policy :** The successful tenderer should take an insurance policy to cover not only contractors men, material & machinery but also to

cover public property and third party risk for the duration of the contract & regularly pay all insurance premium within quoted rates .

- 18.2 The Contractor shall provide documentary evidence to the Employer / Engineer-in-charge before commencement of work at site that All Risk Insurance Policy have been effected, 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.
- 18.3 If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the Engineer-in-charge in the All Risk 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.
- 18.4 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.

19.0 Price Variation: Not applicable for this contract.

- 19.1 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.
- 19.2 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.

20.0 Variation in Quantities: +/- 25 %.

- 20.1 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.

The Quantity Schedule consists of the items and works included in the scope of work. The tenderer shall quote only one percentage above/below or at par with rates of all the items indicated in the schedule 'A' as enclosed.

The quantities may vary +/- 25 %.

- 20.2 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.

21.0 Legal Obligations : The contractor shall be responsible for carrying out all legal obligations as may be required by the law. Broadly they are as under:

- Contractor Labour (Regulation and Abolition) Act, 1970
- Minimum Wages Act, 1948
- Payment of Wages Act, 1936
- The Workman's Compensation Act, 1923
- Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952
- Employees' State Insurance Act, 1948

- Employees' Pension Scheme, 1995
- Factories Act, 1948
- Enforcement of Employment of Manual Scavengers and construction of Dry Latrines (Prohibitions) Act, 1993
- Child Labour Act, 1986
- Apprentices Act, 1961
- Equal Remuneration Act, 1976
- Safai Karamcharis Act, 1993
- Industrial Disputes Act, 1947
- Maternity Benefit Act, 1961
- Trade Unions Act, 1926
- Payment of Bonus Act, 1965
- Payment of Gratuity Act, 1972
- Industrial Employment (Standing Orders) Act, 1946
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

22.0 Provisions of ESI Act 1948.

22.1 The successful bidder have to get themselves registered under provisions of Employee State Insurance (ESI) Act-1948 and a certificate to this effect to be submitted to KRCL. The contractor shall pay all the contributions at required time frame to ESI, failing which KRCL will recover the said contribution in addition to legal action against the contractor.

23.0 Employees Provident Fund

23.1 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.

23.2 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.

23.3 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.

- 23.4 Contractor should submit a Compliance Certificate along with the details of employees and recoveries made to the Konkan Railway Corporation as per the proforma 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.
- 23.5 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 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.

24.0 Provision of Shramik kalyan:

- 24.1 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:
- 24.1.1 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.
- 24.1.2 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.
- 24.1.3 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.
- 24.1.4 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.
- 24.1.5 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.
- 24.1.6 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.”

25.0 Extension in the currency of the contract

- 25.1 The currency of the contract can be extended subject to consent of employer & service provider, on the same rates and terms and conditions.

26. CONTRACTOR'S LIABILITY FOR COSTS AND DAMAGES:

- 26.1 Withholding and lien in respect of sums claimed: Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor Railway Administration shall be entitled to withhold and also have lien to retain such sum or sums in whole or in part from the purpose aforesaid, Railway Administration shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amount or if no security has been taken from the Contractor, Railway Administration shall be entitled to withhold and have lien to retain to the extent of such claim amount or which at anytime there after may become payable to the Contractor under the same Contract or any other department of the Central Government pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money or monies so withheld or retained under the lien referred to be Railway Administration till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the Arbitration clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever or any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. If the Contractor is a partnership firm or a limited company, Railway Administration shall be entitled to withhold and also have lien to retain towards such claimed amount or amounts in a whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.
- 26.2 Lien in respect of other Contract: Any sum or sums of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by Railway Administration against any claim of this or any other Railway or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Railway or any other department of the Central Government.
- 26.3 It is an agreed term of the contract that the sum of money so withheld or retained under this clause by Railway Administration will be kept withheld or retained as such by Railway Administration till the claim arising out of or under any other contract is either mutually settled or determined by the Arbitrator, if the other contract is governed by the Arbitration clause or by the competent court as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other grounds in respect of any sum of money withheld or retained under this clause and duly notified to the Contractor.

27.0 Force Majure:

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the

performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

SPECIAL CONDITION OF CONTRACT PART- B

GENERAL TERMS AND CONDITION

1. The contract shall be governed by the law for the time being in force in the Republic of India.
2. Completion date of contract is 90 days from the date of issue of acceptance.
3. **The concern officer** of Karwar region, through his subordinate will look after the day to day working. In any case of any dispute the decision of **Divisional Electrical Engineer,Co,KRCL, Madgaon**, will be final.
4. In the event of contractor stopping the work his Bid Security & security money will be forfeited and besides any loss sustained by the railway will also be made good by the contractor.
5. Railway shall be at liberty to terminate the agreement or close the contract during the currency of the contract period at any stage or at any time without assigning any reasons and with seven days notice period.
6. **Payment authority:** Payment will be released by **Divisional Electrical Engineer,Co,Madgaon** on monthly basis after receipt of bills duly forwarded, checked and certified by **Assistant Electrical Engineer / Karwar** region.
7. ***Any T&P items supplied by Railways in Breakdowns, the workman of the contractor should be liable for safe return of the same. If they fails to return such T&P items, the cost of such T&P will be recovered from the contractors bill at the book rate or the current market rate whichever is higher.***
8. Any damage or loss caused to the Railway property either by the contractor or his workman shall be borne by the contractor. The quantum of the loss / damage shall be assessed by **Divisional Electrical Engineer,Co,Madgaon** and shall be recovered from the bills payable to the contractor. If the contractor is having any dispute in respect of the damage imposed within fifteen days of the receipt of decision of the authority, he shall approach to **Divisional Electrical Engineer,Co,Madgaon**. Decision of **Divisional Electrical Engineer,Co,Madgaon** in this respect is final and binding on the contractor.
9. The contractor shall be responsible to ensure to safety of not only his workmen but also Railway staff at Railway premises while carrying out assigned work.
10. The contractor shall not employ children below the age of 18 as labourers directly or through petty contractor or sub-contractor for execution of work.
11. For non-compliance of any terms of the contract and / or violation thereof penalty up to a maximum of 2% of the contract value for each violation per time shall be levied. The quantum of penalty shall be decided by the **Divisional Electrical Engineer,Co,Madgaon**. In case of persistent non-compliance and / or violation of the contract, the contract shall be terminated with risk and cost of the contractor. The decision of **Divisional Electrical Engineer,Co,Madgaon** shall be final in this regard.
12. The whole work shall be carried out as per the instruction of Site Engineer Incharge or his representative.
13. **Small Tools and Plants:** Contractor must have regular usable small T&Ps required to carry out the work.
14. **Contractor shall make its own arrangements for transportation of his labours from their residence to the worksite.**

15. The requisite/required materials for housekeeping work will be arranged by the contractor. The details of which are given in explanatory notes.

Note: Railway administration is empowered to change the place /depot if any required.

16. **ACCIDENTS:** The tenderer shall indemnify and keep the KRCL indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons within the Railway premises and any loss or damages to Railway property sustained due to the act or omission of the his staff during the execution of this contract irrespective of whether such liability arises under the compensation act, or fatal accident act or factory act or payment of wages act or any other statutes in force for the time being.
17. **SAFETY MEASURES:** The tenderer shall take all precautionary measures in order to ensure the protection of his own personnel or working on the Railway premises, but shall then confirm to the rules and regulations of the Rly. The tenderer should abide by all Railway regulations in force from time to time and ensure that same are followed by his representatives, agents or subcontractor or workmen.
18. The tenderer should ensure that unauthorized, careless or in advertent operation of installed equipment which may result in accident to staff and / or damage to equipment does not occur. If at any time the works to be carried out directly concern the safety of trains, the tenderer's staff must comply fully with Railway regulations given to him by the authorized Railway staff. They shall notify the authorized representative of the Railway/purchaser/consignee who will take all necessary steps in this regard.
19. **Precautions to be taken while working in the vicinity of the running trains.**
- 19.1 When the work is required to be carried out on the track itself or as close to the track as may pose a hazard to rail traffic, the work shall be carried out under the supervision of an authorized Railway Representative only.

20. Scope of work

A. Electrical works associated with extension of sick line shed (old IOH shed) at DRSD Verna of Konkan Railway under Karwar region.

The scope of this work includes the following:

- 20.1 Supply of underground XLPE cable, armoured, aluminium conductor, 1100 V grade, 4.0 core size 95 sq mm conforming to ISS 7098 Part-I latest.
- 20.2 Supply & fixing of Corrugated hard GI sheet cable tray of size 300X 50MM with supply of anchor bolt, brackets, clamps etc.
- 20.3 Supply & Providing of Cable Gland for 95sqmm 4C aluminium armoured cable.
- 20.4 Termination of 95sqmm cable & connecting including supply of aluminium lugs.
- 20.5 Supply of 16sqmm, underground XLPE cable, armored, Aluminum conductor, 1100V grade, 4 core conforming to ISS 7098 part latest.
- 20.6 Supply & Providing of Cable Gland for 16sqmm 4C aluminium armoured cable.
- 20.7 Termination of 16sqmm cable & connecting including supply of aluminium lugs.
- 20.8 Supply of FRP box similar to sintex make 170X170X105mm with hinged door, outdoor type

complete with 4 way connector fixed inside, IP54 and fixing of the box with suitable clamp & MS patti frame complete.

- 20.9 Supply , fixing & commissioning of 100W , dia cast, aluminium weather proof LED flood light fitting complete with high efficiency LEDs with driver, degree of protection shall be IP65, make Philips, Bajaj, or approved make.
- 20.10 Provision of earthing to RDSO guideline vide no.CAMTECH/E/10-11/EL EARTHING / 1.0 of 12/2010 with 50mm OD, "c" class GI pipe, 3Mts. long complete with all connecting materials and labor as per the drawing No. KR/KW/EL/DGR/02.Scope also includes construction of earth chambers with pre casted RCC Chamber & cover,measuring of earth value & inscribing the same on the same on the chamber.

B.

- 20.1 Fabrication, Supply, erection, testing & commissioning of LT Contactor panel of suitable size, double door of size 40X50X20 CM. Totally enclosed made of 14 SWG sheet steel metal with powder coated,stand mounted,with **6** nos. 25A 1phase MR 11W type contactor L&T make,**1** no. 32A TPN MCB,**5** nos. 16A 1 pole MCB. Neutral link, **6** nos L&T make OFF delay timer for 4 hrs. RYB led indicators, **6 nos.** LED indicators for **ON/OFF** indication, 6 nos. 2 position selector switch model EN-BD21.
- 20.2 Excavation of cable trench for Laying cables in underground, refilling & consolidation after work completion.
- 20.3 Supply of Bricks 225X100X75 mm size.
- 20.4 Laying of LT cable up to 95 sq.mm in under ground
- 20.5 Laying of LT cable up to 95 sqmm through RCC hume pipe/on support fixed on walls/ structures etc. By means of cable clamps.
- 20.6 Supply of CI cable markers and Fixing of cable route markers in the ground including excavation and concreting, etc.
- 20.7 Supply of heavy duty DWC HDPC pipe, 38 ID mm , 50 OD , with ISI mark, flexible pipe.
- 20.8 Supply of ACSR,Squirrel, 25mm conductor & laying through Cable tray, on walls underground upto earthing chamber, excavation, refilling and connecting.
- 20.9 Supply of 25sqmm, underground XLPE cable, armored, Aluminum conductor, 1100V grade,4 core conforming to ISS 7098 part latest.
- 20.10 Supply & Providing of Cable Gland for 25sqmm 4C aluminium armoured cable.
- 20.11 Termination of 25sqmm cable & connecting including supply of aluminium lugs.
- 20.12 Termination/ connecting of 16sqmm cable, including supply of aluminium lugs to connect inside FRP box.
- 20.13 Supply of MS patti/ with nut bolts, to fix flood Light on GI pole/ wall. (scope also includes welding work if required).
- 20.14 Supply,connecting of 14 way modular DB, and fixing on wall/GI pole with MS patti & nut bolts. Fixing the MCB with wiring and Earth connection (scope also includes welding work if required).

- 20.15 Supply , connecting of Industrial wall mounted Air circulator fan, make havells, turbo force 450mm, and fixing on wall/GI pole with MS patti & nut bolts. (scope also includes welding work if required).
- 20.16 Supply , connecting of 1 no. Industrial type 32Amps metal clad socket, L&T make, 15A switch-socket PVC combination, fixed on 12mm plywood & 5mm MS patti. and fixing on wall/GI pole & nut bolts. & wiring complete upto Distribution board with 4 sqmm Cu. Multistrend wire and laid through flexible pipe. (scope also includes welding work if required).
- 20.17 Supply of materials & fittings , wiring with single core PVC insulated copper conductor size 2.5 sqmm , 1.1 kv grade complete through PVC pipe with flush type modular puono socket with box, fixing to GI corrugated cable tray/ welded to roof truss & connecting light fan with 1.5 sqmm PVC wire with 2 pin plug top laid through PVC flexible pipe/ sleeve up to light fitting.(double circuit for connecting 50% / 50% lighting)
- 20.18 Supply & fixing of TPN 40A MCB, TP32A MCB, & DP 16A MCB 10 kA rating legerand or approved make.
- 20.19 Testing and Commissioning of complete system.

SCHEDULES OF RATES & QUANTITIES

SCHEDULE OF RATES AND QUANTITIES FOR ELECTRICAL WORKS ASSOCIATED WITH EXTENSION OF SICK LINE SHED (OLD IOH SHED) AT DRSD VERNA OF KONKAN RAILWAY UNDER KARWAR REGION

Schedule "A"

Sl. No.	Description	Unit	Qty.	Rate	Amount
1	Supply of 95sqmm, underground XLPE cable, armoured, Aluminium conductor, 1100V grade, 3.5/4 core conforming to ISS 7098 part - I latest.	Mtr.	140	491.00	68,740.00
2	Supply & fixing of Corrugated hard GI sheet cable tray of size 300X 50MM with supply of anchor bolt, brackets, clamps etc.	Mtr.	250	1,025.00	2,56,250.00
3	Supply & Providing of Cable Gland for 95sqmm 4C aluminium armoured cable.	Each	4	250.00	1,000.00
4	Termination of 95sqmm cable & connecting including supply of aluminium lugs.	Each	4	275.00	1,100.00
5	Supply of 16sqmm, underground XLPE cable, armored, Aluminum conductor, 1100V grade, 4 core conforming to ISS 7098 part latest.	Mtr.	250	159.00	39,750.00
6	Supply & Providing of Cable Gland for 16sqmm 4C aluminium armoured cable.	Each	2	150.00	300.00
7	Termination of 16sqmm cable & connecting including supply of aluminium lugs.	Each	2	213.00	426.00
8	Supply of FRP box similar to sintex make 170X170X105mm with hinged door, outdoor type complete with 4 way connector fixed inside, IP54 and fixing of the box with suitable clamp & MS patti frame complete.	Each	15	1,100.00	16,500.00
9	Supply , fixing & commissioning of 100W , dia cast, aluminium weather proof LED flood light fitting complete with high efficiency LEDs with driver, degree of protection shall be IP65, make Philips, Bajaj, or approved make.	Each	40	7,100.00	2,84,000.00
10	Provision of earthing to RDSO guideline vide no.CAMTECH/E/10-11/EL EARTHING / 1.0 of 12/2010 with 50mm OD, "c" class GI pipe, 3Mts. long complete with all connecting materials and labor as per the drawing No. KR/KW/EL/DGR/02.Scope also includes construction of earth chambers with pre casted RCC Chamber & cover,measuring of earth value & inscribing the same on the same on the chamber.	Each	4	7,880.00	31,520.00
Total for Schedule "A" :					6,99,586.00

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.

Schedule "B"

Sl. No.	Description	Unit	Qty.	Rate	Amount
1	Fabrication, Supply, erection, testing & commissioning of LT Contactor panel of suitable size, double door of size 40X50X20 CM. Totally enclosed made of 14 SWG sheet steel metal with powder coated,stand mounted,with 6 nos. 25A 1phase MR 11W type contactor L&T make,1 no. 32A TPN MCB,5 nos. 16A 1 pole MCB. Neutral link, 6 nos L&T make OFF delay timer for 4 hrs. RYB led indicators, 6 nos. LED indicators for ON/OFF indication, 6 nos. 2 position selector switch model EN-BD21. As shown in annexure-3	Each	1	36,500.00	36,500.00
2	Excavation of cable trench for Laying cables in underground, refilling & consolidation after work completion.	Mtr.	70	250.00	17,500.00
3	Supply of Bricks 225X100X75 mm size.	Each	350	20.00	7,000.00
4	Laying of LT cable up to 95 sq.mm in under ground	Mtr.	130	130.00	16,900.00
5	Laying of LT cable up to 95 sqmm through RCC hume pipe/on support fixed on walls/ structures etc. By means of cable clamps.	Mtr.	255	50.00	12,750.00
6	Supply of CI cable markers.	Nos.	5	210.00	1,050.00
7	Fixing of cable route markers in the ground including excavation and concreting, etc.	Each	5	120.00	600.00
8	Supply of heavy duty DWC HDPC pipe, 38 ID mm , 50 OD , with ISI mark, flexible pipe.	Mtr.	120	95.00	11,400.00
9	Supply of ACSR,Squirrel, 25mm conductor & laying through Cable tray, on walls underground upto earthing chamber, excavation, refilling and connecting.	Mtr.	350	87.00	30,450.00
10	Supply of 25sqmm, underground XLPE cable, armored, Aluminum conductor, 1100V grade,4 core conforming to ISS 7098 part latest.	Mtr.	300	235.00	70,500.00
11	Supply & Providing of Cable Gland for 25sqmm 4C aluminium armoured cable.	Each	40	250.00	10,000.00
12	Termination of 25sqmm cable & connecting including supply of aluminium lugs.	Each	40	200.00	8,000.00
13	Termination/ connecting of 16sqmm cable, including supply of aluminium lugs to connect inside FRP box.	Each	15	200.00	3,000.00
14	Supply of MS patti/ with nut bolts, to fix flood Light on GI pole/ wall. (scope also includes welding work if required).	Each	35	1,000.00	35,000.00
15	Supply,connecting of 14 way modular DB, and fixing on wall/GI pole with MS patti & nut bolts. Fixing the MCB with wiring and Earth connection (scope also includes welding work if required).	Each	18	7,500.00	1,35,000.00
16	Supply , connecting of Industrial wall mounted Air circulator fan, make havells, turbo force 450mm, and fixing on wall/GI pole with MS patti & nut bolts. (scope also includes welding work if required).	Each	14	12,300.00	1,72,200.00
17	Supply , connecting of 1 no. Industrial type 32Amps metal clad socket, L&T make, 15A switch-socket PVC	Each	20	1,660.00	33,200.00

	combination, fixed on 12mm plywood & 5mm MS patti. and fixing on wall/GI pole & nut bolts. & wiring complete upto Distribution board with 4 sqmm Cu. Multistrend wire and laid through flexible pipe. (scope also includes welding work if required).				
18	Supply of materials & fittings , wiring with single core PVC insulated copper conductor size 2.5 sqmm , 1.1 kv grade complete through PVC pipe with flush type modular piuno socket with box, fixing to GI corrugated cable tray/ welded to roof truss & connecting light fan with 1.5 sqmm PVC wire with 2 pin plug top laid through PVC flexible pipe/ sleeve up to light fitting.(double circuit for connecting 50% / 50% lighting)	Each	50	790.00	39,500.00
19	Supply & fixing of TPN 40A MCB, 10 kA rating legerand or approved make.	Each	20	1,800.00	36,000.00
20	Supply & fixing of TP 32A MCB, 10 kA rating legerand or approved make.	Each	20	1,400.00	28,000.00
21	Supply & fixing of DP 16A MCB, 10 kA rating legerand or approved make.	Each	40	950.00	38,000.00
Total for Schedule "B" :					7,42,550.00

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 "B" for covering all the items.

LIST OF PROVISIONALLY ACCEPTABLE MAKE OF DIFFERENT ELECTRICAL ITEMS				ANNEXTURE-A
SN	ITEM	IS NO		MAKE
1	Cables - LT XLPE insulated	7098 (Part 1) 1988 or latest		RPG CABLE(KEC), CCI, UNIVERSAL, INDIAN CABLE, R.R. KABEL, BHARAT CAB BRAND OF VARDHAMAN CABLES, FINOLEX, POLYCAB, IMPRIAL, AXELON, FORT GLOSTER, NICCO, HAVELLS, GOLDMEDAL, VISHAL BRAND OF M/S VISHAL CABLES PVT LTD., ELECTROLITE, KENTER, BONTON, RAVIN, DYNAMIC CABLES, ASIAN.
2	Cable HT XLPE insulated	7098 Part —II 1985 /1995 or latest		RPG CABLE(KEC), KEI, CCI, INDIAN CABLE, R.R. KABEL, BHARAT CAB BRAND OF VARDHAMAN CABLES, FINOLEX, POLYCAB, BONTON, RAVIN, HAVELLS, DYNAMIC CABLES.
3	Cables -Lugs & accessories for Elect. Genl. Services	8309:1993/1998 or latest		KAMLESH IND., KSE ELECTRICAL, RAYCHEM, DOWELL'S.
4	Cable joint & Termination kit	----		M-SEAL, RAYCHEM, DOWELL'S, KAYCEE, JAINSON, MOZFIT, CABSEAL.
5	Ceiling Fans/BLDC Fan	8309:1993/1998 or latest		BAJAJ, CROMPTON, CGL, KHAITAN, ORIENT, USHA, HAVELLS, STANDARD, POLYCAB, ATOMBERG, R.R. ELECTRICALS, RR KABEL, ANCHOR/PANASONIC.
6	Exhaust fan	----		BAJAJ,RR KABEL, ACE, USHA, UNIQUE, CROMPTON, ELECTROMECH,ALMONARD,USHA,ORIENT,HERCULEAN STANDARD,R.R.ELECTRICALS,, ANCHO/PANASONIC.
7	Air Circulators / wall bracket fan / pedestal fan	---		BAJAJ, CROMPTON, ORIENT, ALFA, ELECTROMECH, ALMONARD, KHAITAN, USHA, R. R. ELECTRICALS, RR KABEL, HERCULEAN, ANCHOR/PANASONIC, REMI, HAVELLS.
8	Circuit Breaker - MCB for Elect. Gent Services	8828:1978,1996 or latest		GE,DATAR, MDS, LEGRAND, ROMA, HAVELLS, ROMA, GOLDMEDAL/GM, L&T, MDS, SIEMENS, ABB, C&S, INDO, ASIAN, SCHNEIDER, HPL,STANDARD, POLYCAB, ARISTO, PM CONA BENTEC(BENLO), ANCHOR/PANASONIC.
9	RCCB/ELCB	IS 12640 or latest		GE,DATAR, MDS, LEGRAND, ROMA, HAVELLS, L&T, MDS, SIEMENS, ABB, C&S, INDO, ASIAN, SCHNEIDER, HPL, STANDARD, POLYCAB,ARISTO, BENTEC(BENLO), PM CONA, ANCHOR/PANASONIC.
10	Circuit Breaker - MCCB for Elect. Genl. Services	2516 superseded By13947 (Part-I &5/ sec1):1993 or Latest	200 A MCCB or Above	ABB, SIEMENS, L&T, INDOASIAN,SCHNEIDER, LEGRAND, C&S.
			Below 200 A MCCB	GE, HAVELLS, L&T, MDS, SIEMENS, ABB, C&S, INDO ASIAN, SCHNEIDER, HPL, STANDARD, LEGRAND BENTEC(BENLO),ARISTO.
11	LT Switchgear & control gears - Contactors and motor starters	8544-1977 (Part-1) superseded by 13947 (Part 4/sec 1):1993 or latest		ABB, CGL, L&T, SIEMENS, HPL, C&S, BENTEC, STANDARD, HAVELLS, INDO ASIAN.
12	Capacitors- PF correction for Elect. Genl. Service	2834-1986 supersending by IS 13925-1988 or latest		ABB, BHEL, S POHREEM, UNISTAR, WS INSULATOR, L&T, EPCOS, ASIAN WER,HAVELLS.
13	HRC Fuses	13703 Pt 1&2/Sec2/1993) or latest		GE, L&T, SIEMENS, C&S, BENTEC (BENLO), HAVELLS, STANDARD, INDO ASIAN.
14	Switch sockets, regulator & wiring accessories ceiling rose etc.	----		ANCHOR/PANASONIC, PM-CONA, ROMA, PRECISION, GOLDMEDAL/GM, ORAC, LEADER, LEGRAND, HAVELLS, POLYCAB, INDOASIAN (ELVIRA), ELLEYS (HI-FI), STANDARD, SIMON, BENTEC(BENLO), KALKI,HPL.

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SN	ITEM	IS NO	MAKE
15	PVC casing capping & PVC Switch board	-----	PRECISION, PRESTOPLAST, PRESS FIT, ANCHOR/PANASONIC.
16	LED Luminaries/FL tubes.	-----	PHILIPS, GE, GOLDMEDAL/GM, BAJAJ, WIPRO, C&S, SURYA, POLYCAB, RRRKABEL, HALONIX, LUKER, SHAKTI, HAVELLS, FIEM, BENTEC(BENLO), KALKI, HPL, JAQUAR, SYSKA, PANASONIC, BAJAJ, HAVELLS, OSARAM, ILLUMINATION.
17	Changeover switch	----	GE, HAVELLS, L&T, SIEMENS, ABB, SCHNEIDER, INDO ASIAN, MDS, C&S, HPL, STANDARD, BENTEC(BENLO), DATAR.
18	GOD, DO Fuse	9921/85 (Part I to V) or latest	KIRAN, PACTIL, ATLAS, DAMSA.
19	VCB / SF6	IS 13118/BS 5311 or latest	ABB, SIEMENS, JYOTI, CGL, L&T, SCHNEIDER, ALIND, BHEL, MEGAWIN
20	ACB	----	HPL, C&S, STANDARD, ABB, CGL, SIEMENS, L&T, SCHNEIDER, INDO ASIAN.
21	Lightning Arrestor	3070/1985/IEC-99- 4-1991 or latest	ABB, ELPRO, CAMAX INDIA, ATLAS.
22	Timers Astronomical & Solid state	----	ABB, BHEL, GE, L&T, SIEMENS HAVELLS, L&T, INDO ASIAN, SCHNEIDER, LEGRAND, SELEC, HPL.
23	SS Wire Rope	----	M/S BHARAT WIRE ROPE, M/S USHA MARTIN.
24	High Mast	----	BAJAJ, PHILIPS, CROMPTON, VALMONT, TRANSRAIL, BPP.
25	Induction Motor	325-1961, 1996 or latest	SIEMENS, GE, BHARAT BIJLI, BHEL, CGL, JYOTI, KIRL. ELECTRIC.
26	UPS	----	APLAB, TATA-EMERSON, DB POWER ELECTRONICS, NUMERIC POWER SYSTEM, POWER ONE MICRO SYSTEM, DUBAS, INSTRUMENTATION LIMITED, SINGHAL, UPSTRONIC, FUJI ELECTRIC.
27	Batteries	----	AMARA RAJA, EXIDE, CSB, HITACHI, YUASA, AMARON, LUMINOUS, JUMBO, RELICELL, ZEN AUTOMOTIVE, SF SONIC,
28	Instrument Transformer	----	AUTOMATIC ELECTRIC, CGL, JSL, C&S
29	Pumps -Sewage	5600:1970/1997 or latest	JYOTI, KIRLOSKER, KSB, MATHER & PLATT, LUBI, CGL, CRI, OSWAL, SHAKTI, MODY, CG, HAVELLS, CNP, KHAITAN,
30	Pumps - Vertical Turbine	1710:1989 or latest	JYOTI, KIRLOSKER, KSB, MATHER & PLATT, LUBI, CGL, CRI, OSWAL, SHAKTI, MODY, CG, HAVELLS, CNP, KHAITAN.
31	Pumps - Submersible	8034:1989 or latest	CALAMA, CGL, JYOTI, KIRLOSKER, KSB, LAXMI PUMPS, WATERMAN SB PUMP, LUBI, CRI, V-GUARD, SHAKTI, MODY, CG, HAVELLS, CNP, KHAITAN.
32	Pumps — Centrifugal & Monoblock	1520:1980 or latest	CALAMA, CGL, JYOTI, KIRLOSKER, KSB, LAXMI PUMPS, WATERMAN SB PUMP, LUBI, CRI, V-GUARD, SHAKTI, MODY, CG, HAVELLS, CNP, KHAITAN.
33	Water Coolers	1475:1978 or latest	BLUE STAR, USHA, CLIMATROU/SIDWAL, SHRIRAM, VOLTAS.
34	Geyser	-----	HAVELLS, AO-SMITH, RECOLD, BAJAJ, VENUS, CROMPTON, ORIENT, V-GUARD.
35	Air conditioner	----	DAIKIN, VOLTAS, APC, LLYOD, LG, PANASONIC, ONIDA, CARRIER, HITACHI, MITSUBISHI, SAMSUNG.

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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. -----

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:

Undertaking By Tenderer

Being duly authorized to represent and act on behalf of
.....

..... and having reviewed
and fully understood all the eligibility requirements and
information provided, the undersigned hereby declare that:

The statements, made and information provided in the bid
application are completely full, true, correct and complete in every
detail.

This application is made in the full understanding that:

Bids by Applicants will be subject to verification of all
information submitted at the time of bidding & Konkan Railway
Corporation Limited (EMPLOYER) or any authorized
representative of EMPLOYER is hereby authorized to conduct
any inquiries or investigations to verify the statements,
documents and information submitted in connection with the
application and to seek clarification from our bankers, clients
regarding any financial & technical aspects.

In the event that the information/document submitted are found
to be false or misleading, this bid application will be
disqualified.

Konkan Railway Corporation Limited reserves the right to:

Modify the scope of work and the Tenderer/s shall have no
claim on this account.

Reject or accept any application, cancel the tender process,
and reject all applications without assigning any reason
thereof.

Signed:

.....

.. Name

.....

...

.....

Firm /Company

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

I.....(Name and designation)** appointed as the attorney/authorised signatory of the tenderer (including its constituents),

M/s (hereafter called the tenderer) for the purpose of the Tender documents for the work of _____ as of per the Tender No. _____ of _____ (Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/We the tenderer (s), am / are signing this documents after carefully reading the contents.
2. I/We the tenderer (s) also accept all the condition of the tender and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/We 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 alternation to the content of the tender document. In case of any discrepancy noticed at any stage i.e evaluation of tender, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the Tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the affidavit submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of up to 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 affidavit submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to two years.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

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

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

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, 2021 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

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.

(Bid Security)

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

Name of the Bank: -----

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

Beneficiary: Railway

Date:

Bank Guarantee Bond No.:

Date: -----

In consideration of the President of India acting through----- (**Designation & address of Contract Signing Authority**), Railway,, (hereinafter called "The Railway") having invited the bid for_____through Notice inviting tender (NIT) No._____, We have been informed that **[Insert name of the Bidder]**..... (**hereinafter called "the Bidder"**) intends to submit its bid (hereinafter called "the Bid") . WHEREAS, the Bidder is required to furnish Bid Security for the sum of **[Insert required Value of Bid Security]**, in the form of Bank Guarantee, according to conditions of Bid.

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **[Insert required Value of Bid Security]** as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the **Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.**

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

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

7. The Bank Guarantee is unconditional and irrevocable.

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

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

10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date

Place.....

.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code

No.].....

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney] No.

Check List

Sr. No.	Description	Action in the event of non submission
1	Earnest Money Deposit	SR
2	Electrical contract License	SR
3	Tenderer's Information- Appendix-1	LR
4	Compliance Certificate – Appendix-2	LR
5	Certificate of Familiarisation - Appendix - 3	LR
6	Undertaking By Tenderer – Appendix - 4	SR
7	Format for certificate to be submitted/ uploaded by tenderer along with the tender documents - Appendix - 5	SR
8	Proforma for Agreement for the Work – Appendix - 6	For information
9	Proforma for Guarantee Bond for Performance Bank Guarantee, for information of tenderers. - Appendix - 7	For information
10	Bid Security – Appendix - 8	For information
11	Attested copies of Annual Income tax returns filed with Income Tax.	LR
12	Attested copies of tax deducted at source (TDS) certificate	LR

LR : Liable to be rejected.

SR : Summarily to be rejected.

THE END