



# कोंकण रेलवे कॉर्पोरेशन लिमिटेड

(भारत सरकार का उपक्रम)

## KONKAN RAILWAY CORPORATION LIMITED

(A Government of India Undertaking)

### निविदा दस्त / TENDER DOCUMENT

Tender No. KR-RN-DYCEW-ZONAL-7-2026 Dated 09/06/2026

### e –TENDER (SINGLE PACKET SYSTEM)

के काम के लिए / for the work of -

NON PWAY SECTIONAL CONTRACT FOR MAINTENANCE OF PETTY WORKS,  
REPAIR WORKS AND SUPPLY OF MATERIALS UNDER SSE/WORKS/MNI  
SECTION FOR THE YEAR 2026-27

<b>CORPORATE OFFICE/ REGISTERED OFFICE</b>	<b>OFFICIAL ADDRESS OF TENDER INVITING AUTHORITY</b>
KONKAN RAILWAY CORPORATION LTD, BELAPUR BHAVAN, SECTOR 11, CBD – BELAPUR, NAVI MUMBAI (MAHARASHTRA)- 400 614	OFFICE OF THE DY. CHIEF ENGINEER/ WORKS, KONKAN RAILWAY CORPORATION LTD, RRM OFFICE, MIDC AREA, MIRJOLE, RATNAGIRI, (MAHARASHTRA)- 415639

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**निविदा आमंत्रित करने की सूचना**  
**e- PROCUREMENT NOTICE**

**e- Tender Notice No:- Tender No. KR-RN-DYCEW-ZONAL-7-2026 Dated 09/06/2026**

	<p align="center"><b>KONKAN RAILWAY CORPORATION LTD.</b>  <b>(A Government of India Undertaking)</b>          Belapur Bhavan, Plot No.6, Sector-11,          CBD Belapur, Navi Mumbai 400614, Maharashtra.          Tel: +91 22 27572015-18</p>
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**Deputy** Chief Engineer/Works, Konkan Railway Corporation Ltd; RRM Office, MIDC Area Mirjole, Ratnagiri, Maharashtra- 415639, invites online bids in **Single Packet Bid** system on prescribed format from bonafide firms/ companies having requisite experience and financial capacity for execution of the work of: -

**NON PWAY SECTIONAL CONTRACT FOR MAINTENANCE OF PETTY WORKS, REPAIR WORKS AND SUPPLY OF MATERIALS UNDER SSE/WORKS/MNI SECTION FOR THE YEAR 2026-27**

The bidder is advised to examine carefully all instructions including addendum/ corrigendum(s), conditions of contract data, forms, terms, technical specifications, bill of quantities in the bid document.

- 1.0 **Approximate Cost of Work: Rs.41,60,698.18** (Rs. Forty-One lakh Sixty thousand Six hundred Ninety-Eight and Eighteen paisa only), **Excluding GST.**
- 2.0 **Eligibility Criteria:** Eligibility of the applicants shall be assessed based on the Essential Qualifying Criteria as given in clause no. 5 of Instructions to Tenderer.
- 2.1 **Payment of Bid Security Deposit and Tender Document Cost:** Payment of Bid Security deposit and Tender Document Cost (TDC), in respect of e-tendering, should be submitted through online payment modes available on IREPS portal only.

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

**3.0 Accessing/ Purchasing of Bid Documents**

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

- 3.4 Tender documents will be available online on website <https://ireps.gov.in> which can be downloaded free of cost till the last date and time of submission of tender.
- 3.5 Website <https://ireps.gov.in> may be referred for detailed terms and conditions of the bidding documents, which is available on line. Amendments/ Corrigendum/ Addendum, if any would be hosted on the website only.
- 4.0 **Pre-bid meeting:** ..... @ ..... hrs. **(NOT APPLICABLE TO THIS TENDER)**
- 5.0 **Tender Notice date: 09.06.2026**
- 6.0 **Bidding Start Date: From: 16.06.2026**
- 7.0 **Date & time for submission of Bid : 30.06.2026 up to 15:00 Hrs (IST)**
- 8.0 **Date & time for opening of Bid: 30.06.2026 @ 15:30 Hrs (IST)**
- 9.0 **Address for e-bid opening (Technical & Financial Bid)**

Office of the,  
Deputy Chief Engineer/Works,  
Konkan Railway Corporation Ltd.,  
RRM Office, MIDC Area, Mirjole,  
Ratnagiri, Maharashtra- 415639.

- 10.0 **Bid Security:** The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of the tender. The Bid Security shall be as under: -

**Rs.83,200/- (Rupees Eighty-Three Thousand Two hundred only)**

The Bid Security shall be submitted through online payment modes available on IREPS portal.

- 11.0 **Purchase Preference Policy for Micro, Small and Medium Enterprises (MSMEs) Registered Firms:**
- 11.1 Purchase Preference to Micro, Small and Medium Enterprises (MSMEs) as admissible under Government's existing policy on the date of acceptance of tender shall be applicable to Micro, Small and Medium Enterprises (MSMEs) registered with any statutory bodies specified by Ministry of Micro Small & Medium Enterprises. MSMEs having Udyog Aadhaar Memoranda shall also be given all benefits under Public Procurement Policy Order 2012.

- 11.2 The tenderer(s) shall submit photocopy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered to avail the benefits under the policy. The MSMEs shall also submit a copy of “Entrepreneur’s Memorandum (Part-II)” of the concerned district centre where the unit is established. The MSMEs must also indicate the terminal validity date of their registration.
- 11.3 Such MSME registered firms shall be exempted from payment of Tender Document cost and payment of Bid Security Deposit.
- 11.4 Definition of MSEs owned by SC / ST is as given below:
- 11.4.1 In case of proprietary MSE, proprietor(s) shall be SC/ST.
- 11.4.2 In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
- 11.4.3 In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- 11.5 All bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/ tender process or other tender requirements and L1 price.
- 11.6 If lowest valid bidder is non MSE firm, then in such a case-
- a) KRCL may offer up to 20% of the tendered quantity to those firms registered under Micro and Small Enterprises (MSEs) act whose quoted rate falls within +15% of lowest valid bid quoted price by non-MSME (L1 offer) provided that they are willing to bring down their price matching to that of L1 bidder and subject to their monetary limit.
- KRCL may split the total quantity of 20% Proportionately amongst those MSEs firms whose rate fall within price band of L1+15% in case of more than one MSEs firms falling within this purview. While splitting the quantity amongst MSEs firms the first preference for 4 percent out of 20% shall be given to MSE owned by scheduled caste or scheduled tribe subject to their monetary limit.
- b) Purchase preference facilities shall not be applicable in the tender where quantity cannot be split. In such situations the total quantity shall be offered to the lowest valid bidder irrespective of their registration status and the benefit to MSEs shall be limited to exemption from cost of tender document and earnest money deposit only.

- c) The total quantity shall be offered to non MSE lowest valid bidder, in case suitable offer of MSEs firm is not available or they do not agree to match the price to that of L1 bidder and the quoted price by MSEs is beyond +15% of the lowest valid price bid.
- 11.7 The above facilities shall not be applicable for the items for which they are not registered.
- 12.0 **Completion period: 12 Months**
- 13.0 **Validity of the offer: 60 days** from the date of opening of Tender.
- 14.0 Policy for 'Startup India for Startups Registered Firms and Make in India' as per "Annexure –A2". **However, for this Tender there is no relaxation in the Technical and Financial Eligibility conditions for Startup firms, and they have to satisfy the eligibility criteria at par with other bidders.**

**\*\*\*\*\***

# निविदा फार्म (बोली के लिए फार्म) Tender Form (Form of Bid)

## निविदा फार्म ( प्रथम शीट ) / TENDER FORM (First Sheet)

**Tender No.** : KR-RN-DYCEW-ZONAL-7-2026 Dated -09/06/2026

**Name of Work:** NON PWAY SECTIONAL CONTRACT FOR MAINTENANCE OF PETTY WORKS, REPAIR WORKS AND SUPPLY OF MATERIALS UNDER SSE/WORKS/MNI SECTION FOR THE YEAR 2026-27

**To,**

**The President of India**

*Acting through*

**Deputy Chief Engineer/ Works,  
Konkan Railway Corporation Ltd.,  
RRM Office, MIDC Area, Mirjole,  
Ratnagiri, Maharashtra – 415639**

1. **I/We** \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **60 days** from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for Konkan Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ ourselves to complete the work in all respects within **12 months** from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Konkan Railway - Standard General Conditions of Contract, 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.83,200/- (Rupees Eighty-Three Thousand Two hundred only)** has already been deposited online /submitted as Bank Guarantee Bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if: -



- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
  - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
  - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by .....  
Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid upto ..... (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is .....  
with ..... and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

-----  
**SIGNATURE OF TENDERER(S)**  
**DATE:**  
**ADDRESS OF THE TENDERER/S**  
**SEAL:**

## निविदा फार्म ( द्वितीय शीट )/ TENDER FORM (Second Sheet)

1. **Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:
  - (a) Tender Forms – First Sheet and Second Sheet
  - (b) Special Conditions/Specifications (enclosed)
  - (c) Bill(s) of quantities (enclosed)
  - (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies which can be seen in the office of Dy.CE/Works, Ratnagiri or obtained from the office of the Principal Chief Engineer, Konkan Railway Corporation Ltd; 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 Dy.CE/Works, Ratnagiri or obtained from the office of the Principal Chief Engineer, Konkan Railway Corporation Ltd; 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 Dy.CE/Works, Ratnagiri, Konkan Railway Corporation Ltd; at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) generally based on the typical drawing attached in drawing part of the tender document will be given from time to time.
3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) as applicable, except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.

5. The works are required to be completed within a period of 12 **(Twelve) months**, from the date of issue of acceptance letter.

**6. Bid Security:**

- i. Subject to exemptions provided under para 17 of Instructions to Tenderer (ITT) of this tender document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
- ii. The Tenderer(s) shall keep the offer open for a minimum period of **60 days (Sixty 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.
- iii. The Tender Security shall remain valid for a period of **90 days** beyond the validity period of the Tender.
- iv. **If his tender is accepted –**
  - a. 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, July- 2022;
  - b. 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, July- 2022;
  - c. 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.
- v. 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: NOT APPLICABLE**

**10.1 Refer “Para 5- Eligibility Criteria”; of “Instructions to Tenderer” of the Tender document. In addition, following shall be taken into consideration while submitting the tender -**

- i. 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.

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

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India 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.

- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2$  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.

- x. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g., in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs. 10 crores; 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.

- xi. 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.

- xii. 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.
- xiii. 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.
- xiv. 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.
- xv. 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.
- xvi. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
- xvii. In case company A is merged with company B, then company B would get the credentials of company A also.]

**11.0 Tenderer Credentials:**

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

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

- i. Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- ii. Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- iii. The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- iv. The tenderers shall submit 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 **Appendix- 21**. In addition to Appendix-21, in case of other than Company/Proprietary firm, **Appendix- 22** shall also be submitted by each member of the Partnership Firm/Joint Venture (JV / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be.

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

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

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

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

12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
13. **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Konkan Railway for carrying out the work according to Standard General Conditions of Contract, July-2022, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).
14. **Documents to be submitted along with Tender:**
- i. The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / company / Joint Venture (JV) /Registered Society / Registered Trust/ Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
  - ii. **Documents shall be submitted by the tenderer: -**  
**Please refer Para 24 of Instructions to Tenderer of the tender document.**
  - iii. If, it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
  - iv. After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society/ HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
  - v. A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.
  - vi. The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
15. The tenderer whether sole proprietor / a company or a partnership firm /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 Apostille certificate.*

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

##### **i. Should a tenderer -**

- a. 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
- b. being partnership firm / joint venture (JV) / registered society / registered trust etc. have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
- c. 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
- d. 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.

- ii. 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.
- iii. 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, July-2022.

## **JOINT VENTURE (JV) – (NOT APPLICABLE FOR THIS TENDER)**

### **17. Participation of Joint Venture (JV) in Works Tender:**

- 17.1** This para shall be applicable for works tenders wherein tender documents provide for the same.
- 17.2** For detailed instructions, please refer Para 21.0 of Instructions to Tenderer of the Tender document.

### **18. Participation of Partnership Firms in works tenders:**

- 18.1** The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 18.2** The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act, prior to submission of tender.
- 18.3** Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

- 18.4** Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed.

The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If, any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited.

If, any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm.

In case, the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of Part-II of KR GCC, July- 2022.

- 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, July- 2022.

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 Part-II of the Standard General Conditions of Contract, July- 2022.

**(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 (Part-II) of the Standard General Conditions of Contract, July- 2022.

- iv. All other documents in terms of Para 5 of the Instructions to Tenderer of the Tender document.

**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 5 of the Instructions to Tenderer and Para 10 above.

**19.0 Advances to Contractor – NOT APPLICABLE.**

Signature of Tenderer(s)  
Date \_\_\_\_\_

(Signature)  
(Designation)  
Konkan Railway Corporation Ltd.  
Date \_\_\_\_\_

**\*\*\*\*\***

# **निविदा कर्ता/ओं को सूचना Instructions to Tenderer/s**

## निविदा कर्ता/ओं को सूचना / INSTRUCTIONS TO TENDERER/S

### A. GENERAL

#### 1.0 Introduction:

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

#### 2.0 Description of the Project:

All repairs and maintenance to structures such as staff colonies, officer's quarters, offices, including white washing/colour washing/painting/repairs to water supply and drainage arrangements, repairs to roads, cleaning of catch water drains, repairs to cess, etc. under SSE/Works/MNI as per the items included in the chapters as per Standard Schedule of Rates of CPWD DSR 2023 Vol 1 & Vol 2 and additional items listed in tender.

#### 3.0 Brief Scope of work:

All repairs and maintenance to structures such as staff colonies, officer's quarters, offices, including white washing/colour washing/painting/repairs to water supply and drainage arrangements, repairs to roads, cleaning of catch water drains, repairs to cess, etc. under SSE/Works/MNI as per the items included in the chapters as per Standard Schedule of Rates of CPWD DSR 2023 Vol 1 & Vol 2 and additional items listed in tender.

**NOTE- The scope given is only indicative. The work is to be done in Route Electrified section of Railway as per approved drawings and Schedule of Items, Rates and Quantities.**

- i. The General Notes and Notes appearing against each Chapter and Sub-Chapter of the Schedule of Rates of CPWD DSR 2023 Vol 1 & Vol 2 will be applicable to this contract.
- ii. The amounts shown against each chapter in Schedule are approximate and for guidance of the contractor. However, this may vary to any extent, as required for the execution of the work as decided by the Engineer and the Contractor shall have no claim on this account at any stage.
- iii. The accepted rates will hold good during contract period from the date of issuing of letter of Acceptance.

**Note- The scope given is only indicative. The work is to be done as per approved drawings and Schedule of Items, Rates and Quantities.**

#### 4.0 Brief about Bid:

- 4.1 **General:** The Tenderer/s shall submit the bid in full compliance of the requirements stipulated in the Tender Document.
- 4.2 **Completion Period:** The total time for completion of above work is **12 (Twelve) months** from the date of issue of letter of acceptance to successful tenderer.
- 4.3 The clause numbers cross referred to in the text of the clauses, unless otherwise indicated shall mean the clauses of the same chapter.
- 4.4 The system of e-tendering will be of “**Single Packet Bid System**”. The technical bid will be opened for the evaluation of technical suitability. If the technical bid of a tenderer is found suitable, then only its financial bid will be opened after intimating the qualified tenderer/s.
- 4.5 The tenderer has to submit bid online only in the prescribed format given in the e-procurement portal.

#### 5.0 Eligibility Criteria – **NOT REQUIRED TO THIS TENDER**

#### 6.0 Availability of Bid Documents

- 6.1 Tender documents will be available online on website <https://www.ireps.gov> in which can be downloaded free of cost till the last date and time of submission of tender.
- 6.2 Master copy of the tender document will be available in the “Office of the Deputy Chief Engineer/ Works, RRM Office, MIDC Area, Mirjole, Ratnagiri, Maharashtra – 415639.
- 6.3 In case of any discrepancy between the tender documents downloaded from internet and the master copy, later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.

#### 7.0 One bid per Tenderer

- 7.1 Each Tenderer shall submit only one bid for a tender.
- 7.2 In the event of a firm, being a constituent of a JV, participates in more than one bid, all bids participated by such firm shall be disqualified (Ref. clause 21.1.2).



## 8.0 Cost of Bidding

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

## 9.0 Site visit –

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

## B. BIDDING DOCUMENTS

### 10.0 Content of Bidding Documents

- 10.1 The bidding documents include the following: -
- E-Procurement Notice
  - Tender Form (Form of Bid)
  - Instructions to tenderer/s
  - KRCL's General Conditions of Contract, July- 2022
  - Special Conditions of Contract - Part A and Part B
  - Appendices-1,4,6D,10,11,12,17,18,19,20,21,22,25,26,27,28,29 and 30.
  - Annexure –I to III, 1 to 3, and B.
  - Schedule of Items, Rates & Quantities
- 10.2 Except where specifically stated otherwise in the tender documents, the work is to be carried out in accordance with Konkan Railways Standard General Conditions of Contract – July- 2022 with latest correction slips, Special Conditions of Contract Part A and Part B, Appendices 1,4,6D,10,11,12,17,18,19,20,21,22,25,26,27,28,29 and 30. Annexure –I to III,1 to 3, and B. and Drawings.
- 10.3 Copies of the Konkan Railways Standard General Conditions of Contract-July- 2022 along with all corrections slips can be obtained from the Office of Principle Chief Engineer, Konkan Railway Corporation Limited, Belapur Bhavan, Plot No.6, Sector-11, CBD Belapur, Navi Mumbai 400614, on payment as under:

i	<b>Konkan Railways Standard General Conditions of Contract – July- 2022</b>	<b>Rs. 354/- (Including GST @ 18%)</b>
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## 11.0 Pre-bid meeting (Not applicable for this tender).

- 11.1 The Tenderer or his official representative is invited to attend a pre-bid meeting which will take place at “Office of the Deputy Chief Engineer/ Works, RRM Office, MIDC Area, Mirjole, Ratnagiri, Maharashtra – 415639., on .....at 15:00 hrs.
- 11.2 The purpose of the meeting is to clarify the queries of the Tenderer/s. (Refer clause 23.3 also)
- 11.3 The Tenderer is requested to submit their queries in writing to reach the employer not later than 17.00 hrs on .....
- 11.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of query) and the responses will be uploaded on the same website on which the bidding documents are uploaded.
- 11.5 If required, a corrigendum to tender documents will be issued based on the decisions taken by KRCL in the pre-bid meeting and will be uploaded on the same website and the same shall become the integral part of the tender document.

## 12.0 Amendment of Tender Documents

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

**These slips are issued in consecutive serial numbers.**

## C. PREPARATION OF BID

### 13.0 Language of Bid

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

### 14.0 Bid prices

- 14.1 The contract shall be for the complete scope of works as described in clause 3.0 and further elaborated in special conditions of contract Part B and based on the priced Bill of Quantities submitted by the Tenderer and as accepted by KRCL.
- 14.2 All duties, taxes and other levies excluding Goods & Service Tax payable by the Contractors under the contract, or for any other cause shall be included in the rates, prices and total bid price submitted by the Tenderer.
- 14.3 The tenderer/s shall quote single percentage rate above/below/at par for the Schedule in the space provided in schedule.
- 14.4 Along with single percentage rate quoted, the tenderer should also quote either "Above" or "below" or "At par", failing which the offer shall be summarily rejected.
- 14.5 Corrections, if any, shall be made by crossing out the wrong entry, rewriting and signing with date.

### 15.0 Currencies of bid and payment

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

### 16.0 Period of validity of the tender

- 16.1 The validity of the offer shall be **60 days (Sixty Days)** from the date of closing of the tender.
- 16.2 Notwithstanding the above clause, Employer may solicit the tenderers consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

### 17.0 Bid Security

- 17.1 The Tenderer shall be required to submit an amount of **Rs.83,200/- (Rupees Eighty Three Thousand Two hundred only)** towards Bid Security

with the tender for the due performance with the stipulation to keep the offer open till such date/period as specified in the tender, under the conditions of tender.

- 17.2 It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- 17.3 If, his tender is accepted this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16.(1) of Part-II of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- 17.4 The tenderer must furnish the Bid Security Deposit as indicated in e-procurement Notice for the work as specified. Tender received without Bid Security in the prescribed form and value as specified in the tender document shall be **summarily rejected**.
- 17.5 Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security on submission of Registration Certificate issued by appropriate authority.
- 17.6 Labour Cooperative Societies shall submit only 50% of Bid Security.
- 17.7 The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be submitted as per the Performa attached as **Appendix- 27**.
- 17.8 **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured: -**
- 17.8.1 A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- 17.8.2 The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (i.e. excluding the last date of submission of bids).

- 17.8.3 Non-submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summarily rejection of bid.
- 17.8.4 The Tender Security shall remain valid for a period of **90 days** beyond the validity period for the Tender.
- 17.8.5 The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
- 17.8.6 The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the \_\_\_\_\_ work**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
- 17.8.7 The envelope shall be addressed to the officer and address as mentioned in the tender document.
- 17.8.8 If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- 17.9 In case of JV, Bid Security shall be submitted by JV or authorized person of JV in Cash through e-payment gateway or Bank guarantee bond either in the name of JV or in the name of all members of JV as per MOU.
- 17.10 Payment of Bid Security deposit in respect of e-tendering, should be submitted through online payment modes available on IREPS portal only.
- 17.11 Proof of transaction towards payment of Bid Security through net banking or payment gateway shall be scanned in PDF format and uploaded during the online submission of the e-bid not later than the prescribed date and time for e-bid submission.
- 17.12 Fixed Deposit Receipt (FDR) /Demand Drafts etc., will not be accepted as Bid Security for tenders invited on IREPS (e-tender portal).
- 17.13 No interest shall be allowed on Bid Security Deposit.

## **18.0 Forfeiture of Bid Security**

- 18.1 The Bid Security of the tenderer is liable to be forfeited if:-
- 18.1.1 the tenderer withdraws his tender during the period of tender validity

specified in Clause No.16.0 of Instruction to Tenderers or extended validity period as agreed to in writing. It shall be understood that the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Corporation, **or**

- 18.1.2 the tenderer has furnished misleading/ wrong or fraudulent information/ documents, **or**
- 18.1.3 the successful tenderer fails to sign the Contract Agreement in accordance with the terms of the tender, **or**
- 18.1.4 the successful tenderer fails to furnish Performance Guarantee in accordance with the terms of the tender, **or**
- 18.1.5 the successful tenderer fails to commence the work within the time period stipulated in the tender Tender Form (Form of Bid), **or**
- 18.1.6 The successful tenderer, in case of JV fails to comply with provisions of clause no. 21.1.5, 33.1 and 35.4.

## **19.0 Return of Bid Security**

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

## **20.0 Identity of tenderer**

- 20.1 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.

- 20.2 International Tenderer/s/Partners of a JV shall obtain requisite attestation or Notarization from their respective Embassies in India or Ministry of External Affairs of the Country of incorporation of the partners or constituent firms.
- 20.3 In case of a JV, separate identity/name shall be given to the Joint Venture firm. The Joint Venture Firm shall produce attested copies of all the agreements inter-se the partners of the Joint Venture Firm.
- 20.4 Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 20.5 If an agent submits bid on behalf of principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

**21.0 Joint Venture: (NOT APPLICABLE FOR THIS TENDER)**

**D. SUBMISSION OF BIDS**

**22.0 Signing of all Bid papers and Completing Bill of Quantities**

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

## 23.0 Understanding and Care in Submission of tender

- 23.1 Before submitting the tender, the tenderer will be deemed to have satisfied himself by his actual inspection of the site, climatic condition records from state government and/or Indian Meteorological Department and the locality of the works that all conditions liable to be encountered during execution of the works are taken into account.
- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 The tenderer should clearly read and understand all the terms and conditions, specifications, drawings and other information, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be brought up in pre-bid meeting. (Pre-bid meeting not applicable in this Tender). If the Tenderer does not place any issue for clarification or otherwise in the pre-bid meeting or raise it before the pre-bid meeting it would be presumed that the Tenderer has clearly read and understood contents of all the tender documents.
- 23.6 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.
- 23.7 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.



- 23.8 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.
- 23.9 Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents (Refer clause 29.0) in every respect will be at the Tenderer's risk and his bid is liable for rejection.
- 23.10 Bidders will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/ Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective states State Goods and Service Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Bidders will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- 23.11 The successful bidder who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to KRCL immediately after the award of contract, without which no payments shall be released to the Supplier. The Supplier shall be responsible for deposition of applicable GST to the concerned authority.
- 23.12 In case the successful bidder is not liable to be registered under CGST/IGST/UTGST/SGST Act, KRCL shall deduct the applicable GST from his/their bills under Reverse Charge Mechanism (RCM) and deposit the same to the concerned authority.
- 23.13 If the tax detail of inward supply tax invoice does not reflect in GSTN Portal of KRCL for availing credit, KRCL reserves right to withhold/ recover GST component on such inward supply. The supplier should raise the invoice against the respective State's GSTN of KRCL wherever the supply has been made.
- 23.14 Any reduction in rate of tax on any of the supply or services or the benefit of input tax credit shall be passed on to the recipient.
- 23.15 Contractor shall be liable to pay/refund the amount collected as GST to Konkan Railway Corporation Ltd, along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Konkan Railway

Corporation Ltd; is denied/rejected by the tax authorities due to reasons mentioned below, but not limited to: -

- 23.15.1 Wrong/incorrect invoices issued by Contractor;
- 23.15.2 No-filing of GST returns;
- 23.15.3 Non-payment of GST collected from Konkan Railway Corporation Ltd, to the authorities;
- 23.15.4 Any other non-compliance done by Contractor;

**General indemnity:** Contractor hereby agrees to indemnify and hold harmless the Konkan Railway Corporation Ltd, from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Konkan Railway Corporation Ltd relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against Konkan Railway Corporation Ltd, arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

**Retention Money:** Any payment liable to be paid by Konkan Railway Corporation Ltd; to contractor against the goods or services or both supplied by such contractor to Konkan Railway Corporation Ltd, shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices, in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Konkan Railway Corporation Ltd as per provisions of GST Law.

**23.16 Issuance of GST Invoice under Rules 46 & 48 of CGST Rules: -**

- 23.16.1 E-Invoicing is mandatory for all registered persons having **aggregate turnover of Rs. Five Crores and above, for the last three financial years**. However, if a person is in the business of transportation of passengers etc., exemption is available from issuing such e-invoice.

- 23.16.2 In case E-invoice is not issued due to above mentioned exemption, then the physical invoice must contain following declaration: -

*"I/We hereby declare that through our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule."*

- 23.16.3 For all inward input invoices wherein, **specific exemption** is available for not issuing E-invoices, **in spite of having aggregate turnover of Rs. Five crores and above**, the supplier/ contractor must include the above declaration in its physical invoice.

23.17 Payment/Recovery for increase/decrease in GST or imposition/removal of any tax/cess shall be admissible as per Clause 37 of Part-II of Konkan Railways Standard General Conditions of Contract- July- 2022.

#### 24.0 Documents to be submitted by tenderer/s

24.1 Tenderer/s shall note that original tender documents (all pages including drawings), addendum, corrigendum issued (if any) should be submitted intact without detaching any pages at the time of submission of tender.

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

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

Clause No.	Description	Action in the event of non-submission
24.3.1	Bid Security Deposit	SR
24.3.2	Tenderer/s Information <b>Appendix– 1.</b>	LR
24.3.5	Statement of Works abandoned / left incomplete - <b>Appendix- 4</b>	LR
24.3.10	Compliance Certificate in terms of Payment of PF contribution made monthly– <b>Appendix- 6D</b>	LR
24.3.15	Litigation history <b>Appendix- 10</b>	LR
24.3.16	Undertaking by Tenderer regarding Statement & Information submitted in bid- <b>Appendix- 11</b>	SR
24.3.17	Affidavit or Self certification by Tenderer/ JV Partners regarding any abandoned/ rescinded works on Railways- <b>Appendix– 12</b>	SR
24.3.22	Certificate of Familiarization - <b>Appendix– 17</b>	LR
24.3.23	Agreement for Work <b>Appendix– 18.</b>	For information of Tenderer(s).
24.3.24	Guarantee Bond (For Performance Bank Guarantee) <b>Appendix– 19</b>	For information of Tenderer(s).

Clause No.	Description	Action in the event of non-submission
24.3.25	Affidavit or Self certification in case of downloading the tender from website – <b>Appendix- 20</b>	LR
24.3.26	Format of Certificate to be submitted/ uploaded by tenderer - <b>Appendix - 21</b>	<b>SR</b>
24.3.27	Format of Certificate to be submitted/uploaded by attorney/authorized signatory/each member of Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. in addition to Appendix-21- <b>Appendix- 22</b>	<b>SR</b>
24.3.30	Programme of Construction – <b>Appendix- 25</b>	LR
24.3.31	Affidavit - <b>Appendix- 26</b>	<b>SR</b>
24.3.32	Bid Security – In the Form of Bank Guarantee – For submitting EMD- <b>Appendix- 27</b>	<b>SR</b>
24.3.33	Joint Procedure Order on “Safety at Work sites” - <b>Appendix- 28</b>	For information of Tenderer(s).
24.3.34	Joint Procedure Order on “Undertaking digging work in the vicinity of Signaling, Electrical and Telecommunication Cables”. <b>Appendix- 29</b>	For information of Tenderer(s).
24.3.35	Insurance Surety Bond for Performance Security. <b>Appendix-30</b>	For information of Tenderer(s).
	<b>Legend: -</b> LR → Liable for rejection. SR → Summary rejection.	
<b>ANNEXURES</b>		
24.3.36	Integrity Pact – <b>Annexure- 1</b>	For information of Tenderer(s).
24.3.37	Policy for Startup India for Startups Registered Firms and Make in India – <b>Annexure- 2</b>	For information of Tenderer(s).
24.3.38	Restrictions under Rule 144 (xi) of GFR, 2017 - <b>Annexure- 3</b>	For information of Tenderer(s).
<b>DRAWINGS</b>		
24.3.40	Original Notarized power of attorney or attested copy of the same for signing the tender documents.	
24.3.41	Attested copies of certificates issued by principal clients for completed works.	
24.3.42	Tender document	
24.3.43	Schedule of Items, Rate and Quantities duly filled in all respects	

**24.3.44 Documents to be enclosed by Sole Proprietorship Firm:**

- a. An affidavit of sole proprietorship and if the tender is signed by any other person, Power of attorney by the sole proprietor in favour of Signatory shall be submitted along with tender.
- b. An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- c. All other documents in terms of Para 5 above and Para 10 of the Tender Form (Second Sheet).

**24.3.45 Documents to be enclosed by a HUF:**

- a. A copy of notarized affidavit on Stamp Paper declaring that he/who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- b. An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of Part-II of the General Conditions of Contract, July- 2022.
- c. All other documents in terms of Para 5 above and Para 10 of the Tender Form (Second Sheet)

**24.3.46 Documents to be submitted by Partnership Firm:**

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

**24.3.47 Documents to be submitted by Joint Venture (JV Not Applicable): -**

- a. All documents as mentioned in Para 21 of this section above.

**24.3.48 Documents to be submitted by Company registered under Companies Act 2013:**

- a. The copies of MOA (Memorandum of Association) / AOA (Articles of

Association) of the company.

- b. A copy of Certificate of Incorporation
- c. A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- d. All other documents in terms of Para 5 above and Para 10 of the Tender Form (Second Sheet)

**24.3.49 Documents to be submitted by LLP (Limited Liability Partnership):**

- a. A copy of LLP Agreement
- b. A copy of Certificate of Incorporation
- c. A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- d. An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- e. All other documents in terms of Para 5 above and Para 10 of the Tender Form (Second Sheet)

**24.3.50 Documents to be submitted by Registered Society & Trust:**

- a. A copy of Certificate of Registration
- b. A copy of Memorandum of Association of Society/Trust Deed
- c. A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- d. A copy of Rules & Regulations of the Society
- e. All other documents in terms of Para 5 above and Para 10 of the Tender Form (Second Sheet)

24.4 The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV)/registered society/registered trust/HUF etc. if they want to

act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed/MoU/Article of Association or such other document, failing which tender is liable to be rejected.

## 25.0 Submission of Tender

- 25.1 The bid should be submitted online only in the prescribed format given in the IREPS portal before the date and time as mentioned in the **e-procurement Notice** (including corrigendum if any). No other mode of submission is accepted. The Tender shall be digitally signed by the authorized signatory of the bidder & submitted "online" only. No hard copy of the bid is required to be submitted. Refer para 23.0 of ITT for detailed guidelines for submission of tender.
- 25.2 Tenderers must upload the good scanned copy of relevant documents required to be submitted on e-Procurement website as mentioned in the tender documents. The document which is not readable or legible will not be given cognizance. E- Bids which are not supported by relevant documents shall not be considered during evaluation of bid.

## 26.0 Deadline for submission of tender

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

## E. BID OPENING AND EVALUATION

### 27.0 Opening of the tender

- 27.1 Tenders shall be opened at the date and time as mentioned in the e-procurement Notice (including corrigendum if any) **on IREPS portal** at the address mentioned in e-procurement notice in the presence of the tenderer/s or their authorized representatives intending to attend the opening.

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

## **28.0 Withdrawal of tender**

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

## **29.0 Preliminary Examination of Bids**

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

## **30.0 Clarification of the Bids**

- 30.1 To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as



considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted.

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

### 33.0 Canvassing

- 33.1 No tenderer is permitted to canvass to Employer on any matter relating to this tender or create illegal circumstances for the acceptance of this tender. The bid of any tenderer doing so, is liable for rejection at any stage. KRCL reserves the right to forfeit their Bid Security as per **Para 18.0 above** (Instructions to Tenderer/s).

### 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 without any compensation to the tenderer/s or cancel the entire tender process without assigning any reasons and without compensation to the Tenderers.
- 34.2 KRCL's assessment of suitability as per eligibility criteria shall be **final and binding**.
- 34.3 It shall not be obligatory on the Corporation to accept the lowest tender or any other tender / tenders.
- 34.4 The Corporation reserves the right to discharge the tender/s in full or in part without assigning any reason for the same.
- 34.5 Corporation also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tenderer if deemed necessary.

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

## F. AWARD OF CONTRACT

### 35.0 Award of Contract

- 35.1 Employer/Engineer shall notify the successful tenderer in writing by a Letter of Acceptance (LOA) sent by Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted. The date of issue of letter of acceptance by Konkan Railway Corporation Limited shall be construed as date of award of contract.
- 35.2 Employer shall send two copies of Letter of Acceptance (LOA) out of which one shall be returned by the Contractor to the employer with clear endorsement of "**Unconditionally Accepted**" with signature of Authorized Signatory of Contractor on each page of LOA with Company/firm's stamp/seal.

- 35.3 Letter of Acceptance, after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer/Engineer and the contractor till such time the contract agreement is signed.
- 35.4 In case of JV, On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, 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: -

**35.4.1 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- July- 2022. 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.

**35.4.2 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.

**35.4.3 Governing Laws: -**

The registered entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

## **36.0 Execution of Contract Agreement**

- 36.1 After award of work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief Engineer/ Dy. Chief Engineer/Works and not based on the tender documents submitted by the tenderer. The Parties shall enter into Contract Agreement within Seven days after receipt of notice issued by the KRCL

that such documents are ready, unless they agree otherwise. The costs of stamp duties by entry into the Contract Agreement shall be borne by KRCL. The proforma of the agreement is enclosed at **Appendix– 18**.

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

### **37.0 Form of Contract Documents**

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

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**संविदा की सामान्य शर्तें**  
**GENERAL CONDITIONS OF**  
**CONTRACT**

## संविदा की सामान्य शर्तें

### GENERAL CONDITIONS OF CONTRACT

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

The Konkan Railways Standard General Conditions of Contract – July- 2022 including correction slip no. 1 to 9, along with latest correction slips, will form part of the tender/contract documents even though, they are not attached to the same.

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**संविदा की विशेष शर्तें- भाग- अ**  
**SPECIAL CONDITIONS OF**  
**CONTRACT– (SCC) PART- A**

## (A) DEFINITIONS

### 1.0 Definitions

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



his bid by the Corporation and shall include their executors, administrators, and assigns expressly permitted under the terms of the contract.

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

- 1.28 **GCC:** Konkan Railways Standard General Conditions of Contract- July- 2022 including Correction slip no.1 to 9 and along with all latest correction slips.
- 1.29 **GST:** Goods & Services Tax
- 1.30 **Headings & Marginal Headings:** The top headings and marginal headings/notes in the tender or contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.
- 1.31 The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- 1.32 The **Intended Completion Date** means the Completion Date specified in the Contract.
- 1.33 **IRC :** Indian Roads Congress
- 1.34 **IREPS:** Indian Railways E-Procurement System
- 1.35 **IRS :** Indian Railway Standards
- 1.36 **IS Code :** Indian Standard Codes issued by BIS
- 1.37 **JV:** Joint Venture
- 1.38 **KRCL / Corporation / Railway :** Konkan Railway Corporation Limited
- 1.39 **LOA:** Letter of Acceptance
- 1.40 **LPS :** Litre Per Second
- 1.41 The **Maintenance period or Defects Liability Period** means such period as stipulated in the relevant clauses of the Contract and calculated from the Completion Date.
- 1.42 **Materials** are all supplies, including consumables, used by the contractor in the Works under the Contract.
- 1.43 **NIT:** Notice Inviting Tender.
- 1.44 **OD:** Outer Diameter
- 1.45 **PSU:** Public Sector Undertaking
- 1.46 **RDSO:** Research Designs and Standards Organisation
- 1.47 **RTO:** Regional Transport Office of State Govt.
- 1.48 **Schedule of Items, Rates & Quantities/Bill of Quantities** means the Schedule to the contract containing Items, Rates & Quantities.
- 1.49 **Singular and Plural:** The singular includes the plural, the masculine includes the feminine, and vice versa where the context requires.
- 1.50 **Site** shall mean the land and/or structures or places on, under, in or through which the works are carried out and any other lands or places provided by the Corporation for the purposes of the contract.

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

**Note:** - where there any conflict in the definitions herein mentioned above, clause 1.(1) of Part-II of KR GCC July- 2022 shall be followed.

## **(B) GENERAL OBLIGATIONS**

### **2.0 Safety Procedures**

- 2.1 **Health, Safety & Environment (HSE) (NOT APPLICABLE):** The contractor shall formulate a Health, Safety & Environment (HSE) manual, using the services of competent and experienced consultants and submit to KRCL for approval. The provisions of approved manual in addition to statutory regulations shall be complied with by the Contractor.
- 2.2 The contractor has to submit Health Safety and Environment (HSE) manual **within 21 days** from the date of issue of LOA to the Engineer-in charge for approval. The rates quoted shall deem to include above expenses to be incurred under this clause.
- 2.2.1 In addition to clause 30 to 34 and such other clauses of KRCL's Standard GCC, July- 2022, regarding safety, the contractor/Tenderer shall be bound to carry out the other instructions of Engineer-in-charge, as he may, deem necessary, for Safety arrangements. The contractor shall at all-time be responsible to take all precautions and adopt such safe methods of working as will ensure safety of public, structures, equipment and workers.
- 2.2.2 If at any time KRCL finds the safety arrangements as inadequate or unsafe, the contractor shall take immediate corrective action as directed by KRCL's representative.

- 2.2.3 The contractor's responsibility for safe working shall not be restricted to the discharge of instructions if any of the Engineer-in-charge and the contractor/ tenderer shall on his own adopt all necessary precautions.
- 2.2.4 The contractor shall provide all necessary safety appliances such as safety goggles, helmets, gumboots, safety belts, ear plugs, masks etc. to the workers, staff and also for consultants, employer, visiting officers/guests etc.
- 2.2.5 The cost of all Safety arrangements including cost of all labour and material is deemed to have been included in the item rates given and percentage rate quoted by the tenderer in Schedule of Items, Rates and Quantities and nothing extra shall be payable under this contract.
- 2.2.6 Any temporary arrangements for maintaining continuous flow through the sewer/water mains will have to be made by the contractor if the existing mains are affected during excavation of foundations, duly realigning the sewer/water mains, underground cables etc. at no extra cost. Permanent diversions of any underground sewerage or water pipe line system, if required to be done by the contractor, shall, however, be paid for separately at rates to be mutually agreed.
- 2.2.7 In case an accident occurs at the work site and the findings of the Enquiry Committee set up by the Corporation to investigate the cause of the accident shall be final and binding on the Contractor. If Contractor is held responsible for the accident, the contract shall liable to be terminated forthwith notwithstanding the provisions of the General Conditions of Contract.
- 2.2.8 Irrespective of invoking provisions of clause 2.2.7 as above mentioned or otherwise, penalty upto an upper limit of 10% of the total cost of the work may be imposed in case an accident occurs due to Contractor's negligence as decided by the Corporation whose decision shall be final and binding on the contractor.
- The Contractor is also liable for prosecution if loss of life is involved. The contractor will specifically note that in case any accident takes place due to the carelessness of the tenderer/s, then the Railway administration may terminate the present contract, and Railway reserve the right to recover to cost of damages due to such accident from the contractor. Payment of compensation to labour as per extent Government rules and Legal Acts will be sole responsibility of the contractor failing this Railway shall be entitled to recover the compensation amount from dues payable to the contractor to discharge compensation liabilities.
- 2.2.9 The work shall be so carried out that there is no infringement to the Railway's Schedule of Dimensions.
- 2.2.10 The Contractor's technical supervisor / Engineer shall be present at work site, at all times, when the work is being executed. The contractor shall employ adequate number of workers to give consistent and desired progress per day.
- 2.2.11 **Joint Procedure Order dated- 16.08.2018** issued on "**Safety at Work sites**" shall be strictly followed which is attached as **Appendix- 28**.
- 2.2.12 **Precaution to be taken in Railway Electrified section: -**

- a) For working in the Electrified area, additional safety requirements and precautions as provided in para 663 to 667 of Indian Railway Permanent Way Manual - 2020 (with updated correction slips if any) shall be adhered. Tenderer are required to keep in mind that the work is to be carried out in Electrified area.
  - b) In case of bridges in electrified section, the Contractor/ his authorized representative should not enter affected zone of OHE without specific approval of Engineer-in-charge.
  - c) While working in OHE territory, all necessary precautions for ensuring safety are to be taken by the contractor including power blocks if any to be taken for the work.
  - d) **Joint Procedure Order dated- 17.07.2023** issued on “**Undertaking digging work in the vicinity of Signaling, Electrical and Telecommunication Cables**”. shall be strictly followed which is attached as **Appendix- 29**.
- 2.3 All the Safety precautions for open and underground excavation shall be observed & followed as per relevant statutory regulations IS Codes as well as 'HSE Manual'.

### **3.0 Quality Assurance Plan (QAP) NOT APPLICABLE**

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

### **4.0 Publicity**

- 4.1 The contractor or his sub-contractor or his consultant shall not publish or otherwise circulate, alone or in conjunction with any person, any paper/booklet/sketch/ any articles, photographs or other materials relating to the Contract, the Site, the Works, the Project or any part thereof, nor impart to any third party any information relating thereto, nor allow any representative of the media access to the Site, contractor's Works Areas, or off-Site place of manufacture, or storage except with the permission, in writing, of the Employer.

- 4.2 The contractor shall ensure that his sub-contractors of any tier shall be bound by a like obligation and shall, if so, required by the Corporation, enforce the same at his own expense. The provisions of this Clause shall not exempt the contractor from complying with any statutory provision in regard to the taking and publication of photographs.

## **5.0 Official Secrets Act 1923**

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

## **6.0 Royalties and Patent Rights**

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

## **7.0 Dissolution of Contractor's Firm**

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

## **8.0 Documentation of Works and Final Submission**

- 8.1 Site inspection register will be maintained by the Engineer-in-charge or his representative in which the contractor or his agent will be bound to sign day to day

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

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

## **9.0 Change in Address**

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

## **(C) EXECUTION OF WORKS**

### **10.0 Site Clearance at start of work**

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

### **11.0 Occupation and Use of Land**

- 11.1 Use or occupation of land as per clause 6 of Part-II of KR GCC- July- 2022, shall not confer upon the contractor any rights whatsoever including tenancy /easements/ license over the land.

### **12.0 Land**

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

### **13.0 Felling of trees**

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

### **14.0 Working Hours**

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



In addition to the above, the contractor shall be liable for criminal prosecution, if applicable.

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

## **15.0 Survey**

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

## **16.0 Setting out works**

- 16.1 The initial reference points to start the work shall be provided by Engineer-in-charge. Thereafter, contractor will proceed in terms of clause 19 (4) of Part-II of KR GCC, July- 2022.
- 16.2 The Tenderers are advised to visit the site of work before tendering, for proper appreciation of site conditions and it may be noted that in event of any failure or delay by the Railway to hand over to the contractor the possession of the site for execution of the work or to provide necessary drawings etc. whatsoever, nothing shall be paid extra except to consider the case under clause 17 of KR GCC – July-2022 as applicable for the present work in terms of contract conditions.
- 16.3 The contractor is to set out the whole of the works at his own cost as per clause 19.4 of KR GCC, July- 2022. None of the items of work mentioned in the above clause will entitle the contractors to any extra payment.

## **17.0 Enabling Works**

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

## **18.0 Urgent Work**

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

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

- 19.1 The duties of the representative of the Engineer-in-charge are to watch and supervise the works and to test and examine any materials to be used and the workmanship in connection with the works. He shall have no authority to order any work involving any extra payment by KRCL or make any variation in the works.
- 19.2 The Engineer-in-charge may from time-to-time delegate to his representative any of the powers and authorities vested in the Engineer-in-charge. A copy of all such delegation of powers and authorities shall be furnished to the contractor, by him.
- 19.3 For supervision of all the works pertaining under this contract KRCL may engage Engineers on contract basis. They may be deployed to assist for supervision of works. The Contractor shall facilitate such supervision.
- 19.4 KRCL reserves the right to deploy an agency for providing Project Management Consultancy (PMC) to augment its supervision capabilities.
- 19.5 Contractors shall provide facilities for inspection of works to Engineers as in Clause 19.3 above and agency of PMC as in Clause 19.4 above as provided in clause no. 28 (Part-II) of KRCL GCC- July'2022.

## **20.0 Priority of Documents and specifications**

- 20.1 The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents within the contract document shall be in accordance with the following sequence: -
  - i) The Agreement for the works executed on stamp paper.
  - ii) The Letter of Award / Acceptance.
  - iii) Schedule of Items, Rates and Quantities/Bill of Quantities (BOQ)
  - iv) Special Conditions of Contract
  - v) Technical Specifications as given in Tender Documents.
  - vi) Drawings
  - vii) Konkan Railways Standard General Conditions of Contract- July- 2022 with correction slip no.1 and along with all correction slips issued upto date of inviting tender or as otherwise specified in the tender documents.
  - viii) Indian Railways Unified Standard Specifications (IRUSS-2021)/ SWR USSOR- 2021/SWR USSOR- 2022, CR USSOR- 2021; updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
  - ix) 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.

- x) CPWD Delhi Schedule of Rates- 2021, 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.
  - xi) IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
  - xii) Relevant B.I.S Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
  - xiii) Instructions to tenderer/s
- 20.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 20.3 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 20.1 above. When there is any conflict between the specifications given in this contract and the IRS, BIS, IRC specifications or specifications of any other body/Institution/Authority as the case may be, the specifications given in this contract shall prevail over the other specifications. However, in case of any ambiguity, the decision of the Engineer-in-charge in this regard shall be **final and binding**.

## 21.0 Program of Construction

- 21.1 In partial modification to clause 19 (3) (Part-II) of KRCL GCC July- 2022, the contractor shall submit detailed program of work **not later than 30 days** after the date of receipt of Letter of Acceptance. All other provisions of Clause 19 (3) of KRCL GCC- July- 2022 shall remain the same.
- 21.2 The contractor shall prepare and submit a **“Detailed Method Statement”** based on the method statement (**Appendix- 15**) submitted by the tenderer along with the bid **within 20 days** from the issue of LOA to KRCL for approval. The contractor shall carry out the works as per this methodology approved by KRCL.
- 21.3 Progress shall be maintained strictly with the program given by Engineer-in-charge from time to time and as per accepted CPM network /PERT charts.

## 22.0 Drawings for works (Not Applicable for this Tender)

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

necessary by the Corporation. The Contractor shall have no claim on account of such modifications.

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

### **23.0 Delay and Extension of Contract Period**

- 23.1 The delay and extension of Contract Period shall be dealt as per relevant Clauses of Konkan Railways Standard General Conditions of Contract – July- 2022.
- 23.2 Competent Authority of KRCL while granting extension to the currency of contract under clause 17 (B) part -II of KRCL GCC- July- 2022, along with latest correction slips; may also levy liquidated damages as deemed fit based on the facts of the case which is final and binding on the contractor.

### **24.0 Maintenance/Defects Liability Period**

- 24.1 The “**maintenance period**” and “**defect liability period**” as and where referred to in this tender document shall mean the same. **The maintenance period shall be NIL** from the date of completion of the work, as certified by the Engineer-in-charge after satisfying himself that the works have been carried out by the contractor fully according to specifications and quality requirements and are suitable for the intended purpose.

## **(D) INSURANCE**

### **25.0 Insurance**

- 25.1 Before commencement of works, it shall be obligatory for the Contractor to obtain, at his own cost, **third party liability insurance cover** in the joint name of the contractor and employer from reputed companies.
- 25.2 The Contractor shall provide documentary evidence to the Employer/Engineer-in-charge before commencement of work at site that the third-party liability insurance has been effected and shall **within 30 days** of the commencement date, provide the insurance policy to the Employer/Engineer-in-charge. The Contractor shall, whenever, called upon, produce to the Engineer-in-charge or his representative the evidence of payment of premiums paid by him to ensure that the policy indeed continue to be in force. On the event of any damage to the property/life of third party, the contractor has to make immediate payment and relief measures as per the directions of the Engineer-in charge. The decision of Engineer-in-charge is final and binding.
- 25.3 If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the Engineer-in-charge in the third-party liability insurance policy mentioned above, then in such cases, the Engineer-in-charge may effect and keep

in force any such insurance or further insurance on behalf of the Contractor. The **recovery** shall be made at the **rate of 1.5 times** the premium / premiums paid by the Engineer-in-charge in this regard from the payment due to the Contractor or from the Contractor's Security Deposit / Performance Security. However, the Contractor shall not be absolved from his responsibility and / or liability in this regard.

- 25.4 Contractor at his own cost and without involving any obligations on part of Corporation, shall take necessary insurance policies for his men, materials, construction plants, machineries, equipments or any other insurance cover as may be required by the law of land.
- 25.5 The Employer/Engineer-in-charge shall not be liable for or in respect of any damages to construction **Plant, Machinery and Equipment** brought to site by the contractor or compensations payable to any workman or other person in the employment of the Contractor or his sub-contractor or petty contractor. The Contractor shall indemnify and keep indemnified the Employer/Engineer-in-charge against all such damages and compensation for which the Contractor is liable.
- 25.6 It is essential that the contractor should take an **All Risk Comprehensive Insurance Policy** to cover not only contractor's men, materials and machinery but also to cover public property and third party risks for the duration of the contract and regularly pay all insurance premia within his quoted rates and produce proof of the same to the Corporation.
- 25.7 The Corporation will not be liable to pay the contractor any charges for rectification or repairs to any damage which may have occurred from any cause whatsoever, to any part of the new structures during construction.

#### (E) PRICE VARIATION

- 26.0 Price Variation Clause (PVC): **(NOT APPLICABLE TO THIS TENDER)**

#### (F) ADVANCES AND PAYMENTS

- 27.0 Mobilization Advance – **(NOT APPLICABLE FOR THIS TENDER)**.
- 28.0 Plant & Machinery Advance- **NOT APPLICABLE FOR THIS TENDER**
- 29.0 Stage Payment on Supply of Structural Steel- **NOT APPLICABLE FOR THIS TENDER**
- 30.0 **Payment of Bills**
- 30.1 The measurements for payment of 'on account', 'pre-final' and 'final' bills have to be taken by the contractor's Engineer in the presence of the Engineer-in-charge or his

representative. Joint measurements shall be taken continuously and need not be connected with billing stage.

Based on the above measurements, the contractor has to submit his 'on-account' / 'pre-final' / 'final' bills along with the details of measurement and calculation of quantities in proforma approved by the Engineer-in-charge duly certified by the qualified Engineer or quantity surveyor of the contractor authorized in this behalf.

### 30.2 Online Measurement Book Application –

- i) Online Measurement Book Application is implemented in KRCL. The Contract shall be registered in “Integrated Financial Accounting System” (IFAS) of KRCL with Online Measurement Book Application and no physical Measurement sheet will be accepted.
- ii) The following provision are made for online transaction of Measurement Book:-
  - a. Recording, Verification and Acceptance of Measurements
  - b. Test check including Technical check
  - c. Generation of Measurement Sheet, Abstract Sheet to display physical progress, measured quantity, Billed quantity etc. and finally Contract Bill Certificate.
- iii) Measurement Book application is linked to the Contracts registered in IFAS.
- iv) Measurement Book system is role based. In case of the recording of the measurements by the Contractors, the concerned Contractors will be provided with login facilities through Web Portal for recording/acceptance of Measurements which is linked with the “Online Measurement Book Application.”
- v) After finalization of Measurement Record, RA Bill will be generated with certified measurements and also Service Entry will be generated in IFAS for payment processing.
- vi) A separate Bill registration process to be followed in case of release of adhoc payment as per percentage specified in the Contract Agreement viz. 75%, 50% and/or 25%. Contractor will have to submit “Receipt Voucher” as per the standard format with KRCL to claim this adhoc payment.
- vii) After certification of measurement, payment will be released on submission of GST invoice by the Contractor after adjusting adhoc payment released as mentioned above.

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

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

- i) On submission of “on account” bills by the contractor, the Corporation shall arrange for 75% payment of such “on account” bills within 14 working days, and

- ii) The balance due will be paid after scrutiny (technical check) and acceptance of the bill within next 15 working days.
  - iii) If it is found that the Contractor has at any point of time submitted bills of exaggerated or wrong amounts without prejudice to any other right or remedy available to KRCL, the facility of such ad-hoc payment shall be discontinued and subsequent payments towards the Bills shall be made only after scrutiny and technical check.
- 30.5 The payment of pre-final and final bills will be made only after scrutiny (technical check) of the bills and after obtaining a certificate from the Engineer-in-charge for satisfactory completion of work. Final bill will be paid after submission of unconditional and unequivocal **No Claim Certificate** by the Contractor.

### 31.0 Performance Guarantee

- 31.1 The successful tenderer shall be liable to pay performance guarantee as governed by clause 16.(4), (Part-II) of Konkan Railways Standard General Conditions of Contract – July- 2022 along with latest correction slips upto invitation of Tender. The proforma for payment of Performance Guarantee in the Form of Bank Guarantee is also available at **Appendix-19**.
- 31.2 The Performance Guarantee shall be furnished by the successful tenderer after the letter of acceptance (LOA) has been issued, but before signing of the agreement. The agreement shall normally be signed **within Seven days** after receipt of notice issued by the Railway that such documents are ready. The Performance Guarantee arranged by any entity other than successful tenderer shall not be accepted.
- 31.3 The successful bidder shall have to submit a Performance Guarantee (PG) **within 21 (Twenty One) days** from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty-one) days, i.e. from 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

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

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

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

- i) A deposit of Cash;
- ii) Irrecoverable Bank Guarantee;
- iii) Insurance Surety Bond as per Annexure-XVII;

**Note:**

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

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

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

**Note-** In case of award of contract to a JV Firm, a single Performance Bank Guarantee shall be submitted by the JV Firm as per tender conditions.

31.5 This Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion for work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work **plus 60 days**.

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

31.7 Performance Guarantee shall be released after the **physical completion** of the work based on the 'Completion Certificate' issued by the Competent Authority stating that the contractor has completed the works in all respects satisfactorily.

31.8 Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.



- 31.9 All the Guarantees like Performance Bank Guarantee etc. shall be accepted only in the name of the JV Firm and no splitting of Guarantees amongst the members of the JV Firm shall be permitted.
- 31.10 Performance Bank Guarantee from International Banks will not be accepted.
- 31.11 Format of **Insurance Surety Bond** is attached as **Appendix-30** for information.

## **32.0 Security Deposit**

- 32.1 Security Deposit payable for the work will be governed by clause 16.(1), 16.(2) and 16.(3), of Part-II of Konkan Railways Standard General Conditions of Contract – July- 2022; along with latest correction slips upto invitation of Tender.
- 32.2 Security Deposit shall be **5%** of the contract value. The amount over & above adjusted from Bid Security as Security Deposit is to be recovered at the rate of **6%** of bill amount from Running Bills till it reaches **5% of the contract value**.
- 32.3 Further, in case Security Deposit has been submitted as Term Deposit Receipt/ Bank Guarantee Bond in full amount, the Bid Security deposited by the Contractor with his tender will be returned by the Railways.
- 32.4 The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period **plus 60 days** and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of Part-II of KRCL's GCC, July- 2022.
- 32.5 Security Deposit shall be returned to the Contractor along with or after, the following: -
- a. Final Payment of the Contract as per clause 51. (1) of GCC July- 2022 **and**
  - b. Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor **and**
  - c. Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1) of GCC, in case applicable.

***The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Corporation against the contract concerned. Before releasing Security Deposit, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.***

- 32.6 After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.
- 32.7 Whenever the contract is rescinded as a whole under clause 62(1) of KR GCC July- 2022, the Security Deposit already with KRCL, under the contract shall be forfeited.

**33.0 Taxes and Duties**

33.1 **The rates quoted by the tenderer shall be exclusive of the Goods and Service Tax (GST) as applicable in the State of Maharashtra, Goa and Karnataka or other applicable State, as the case may be. GST shall be paid subject to reflection of the same in KRCL's GST number as per GSTIN portal.**

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

**33.3 Implementation of –**

The Building and Other Construction Workers (RECS) Act, 1996 and

The Building and Other Construction Workers Welfare Cess Act, 1996 in Railway Contracts: -

The tenderer for carrying out any construction work in the respective State Government (Maharashtra) must get themselves registered from the Registering Officer under Section-7 of the Building and other Construction Workers Act, 1996, and rules made thereto by the respective State Government and submit certificate of Registration issued from the Registering Officer of the respective State Government (Maharashtra) (Labour Dept.).

**For enactment of this Act, the tenderer shall be required to pay cess at the rate of 1% of the cost of construction work to be deducted from each bill.**

The same shall be considered to have been included in the percentage rates quoted by tenderer/s in the Schedule of Items, Rates & Quantities.

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

**(G) VARIATION****34.0 Variation in Quantities**

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

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

- 34.3 In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates: -
- 34.3.1 Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- 34.3.2 Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- 34.3.3 Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- 34.3.4 For minus variation of agreemental value, the contractor shall not be entitled to any compensation but shall be paid only for the actual quantity of work at accepted rate.
- 34.3.5 In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- 34.3.6 In case of foundation work, no variation limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
- 34.4 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.
- 34.5 As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedules as a whole and not on individual SSOR items. However, in case of Non-Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
- 34.6 Any item of work carried out by the Contractor on the instructions of the Engineer, which is not included in the accepted Bill(s) of Quantities, but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR) modified by the tender percentage, as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR).
- 34.7 Rates for Extra items of Works shall be dealt as per Clause 39.(1) of KR GCC July- 2022 with correction slip no.1 to 9 and along with latest correction slips.

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

### **35.0 Transport, Custody and Storage of Material**

- 35.1 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.

- 35.2 Special precautions should be taken in respect of cement while transporting it. Steps should be taken to safeguard against cement becoming damp or wet due to moisture or rain. The contractor will also be responsible for storing cement in damp proof conditions at site of work at his own cost in accordance with the standard specifications. The Engineer-in-charge shall decide whether the cement stored in the godowns is fit for the work and his decision shall be **final and binding** on the contractor/s.
- 35.3 No petroleum spirit within the meaning of the Indian Petroleum Spirit (Motor-Vehicles etc.) Regulation 1929 shall be stored at site or adjacent to it, until the approval of the KRCL and necessary license under the Act has been obtained by the contractor.
- 35.4 The nominated depot for issue of Corporation's materials to the contractor and for return of unused material by the contractor is the Corporation's store depot at Ratnagiri/Madgaon. The cost of transportation of material from and to this nominated depot would be borne by contractor.
- 35.5 Contractor shall store explosives if any as per rules & standards.
- 35.6 The contractor shall make his own arrangements at the site of work for the safe storage and custody of Corporation's materials issued to him. Such Corporation's materials issued to the contractor and stored at the site of work shall be open for inspection by the Engineer-in-charge at all reasonable time.

### **36.0 Material Procurement and Reconciliation Statement**

- 36.1 The contractor can procure the materials from any source except as provided otherwise in the contract. The material shall conform to laid down specifications. The contractor shall furnish requisite test certificates as per approved Quality Assurance Plan / Inspection and Testing Plan (QAP / ITP).
- 36.2 The contractor shall submit material reconciliation statement duly verified by representative of Engineer-in-charge, with every "on account bills" duly showing consumption & balance of all materials either purchased by contractor or issued by Corporation (if any) and used during construction.

### **37.0 Materials used or issued in excess of requirement**

- 37.1 The contractor shall be responsible for using the correct quantity of materials required for the work and return the balance, if any issued by the Corporation, after the completion of the work.
- 37.2 In case of materials under relevant clause are issued to the contractor for the work under terms of contract, the supply thereof shall be made in stages limited to the quantity/quantities computed by the Corporation according to the prescribed specification and approved drawings as per the agreement.

- 37.3 If work is suffering due to shortage of material and if KRCL makes the arrangement for the same for smooth functioning of the work, the cost of such material shall be recovered at the rate of two times of the landing cost to KRCL.
- 37.4 Any materials, if issued by the Corporation, used in excess over the correct quantity arrived at as per specification will be charged against the contractor at twice the market rate or twice the book value whichever is higher.
- 37.5 The materials issued in excess of the requirement(s) as above shall be returned perfectly in good condition by the contractor to the Corporation immediately after completion or determination of the contract. If the contractor fails to return the said stores, then the cost of the materials issued in excess of the requirement computed by KRCL according to the specification and approved drawings will be recovered from the contractor at twice the market rate or twice the book rate whichever is higher.
- 37.6 The recovery is stipulated in clause 37.3 to 37.5 above will be without prejudice to the rights of the Corporation to take action against the contractor under the conditions of the contract for not doing/completing the work according to the prescribed specification and approved drawing.

### **38.0 Materials used less than the requirement**

- 38.1 Any material either issued by the Corporation or arranged by contractor at his own cost and used in less than the correct quantity arrived at as per specification and approved drawings will be viewed as improper work and dealt in accordance with clause 27(2) of Part-II of KR GCC, July- 2022. In addition, the cost of material issued by Corporation and used in improper work may be recovered from the contractor at twice the market rate or twice the book rate whichever is higher. Decision of Engineer-in-charge in this regard will be **final and binding** on the contractor.

### **39.0 Tools, Plants and Machinery**

- 39.1 The contractor will be entirely responsible to arrange on his own cost all necessary machinery, tools and plants and their spare parts required for efficient and methodical execution of the work and transport them to the site of work. Delay in procurement of such items due to their non-availability on account of import difficulties or any other cause whatsoever will not be entertained for slow or non-performance of the work.
- 39.2 The initial and periodical calibration of all instruments, equipment's, devices, gauges etc., shall be ensured as per the manufacturer's specifications **by the contractor at his own cost** and the certificate shall be available at site for inspection on demand.

### **40.0 Deployment of Plant and Machinery**

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

#### **41.0 Workmanship and Testing**

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

#### **42.0 Removal of Improper Works, Materials and plant & Machinery:**

- 42.1 The Engineer or Engineer's Representative shall be entitled to order from time to time:
- (a) The removal from the site, within the time specified in the order, of any materials which in his opinion are not in accordance with the specifications or drawings.
  - (b) The substitution of proper and suitable materials, and
  - (c) The removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefor, of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the Railway shall be entitled to rescind the contract under Clause 62 of KR GCC, July- 2022.
  - (d) The provision of Construction and Demolition Waste Management Rule 2016, issued by Ministry of Environment Forest and Climate Change dated- 29.03.2016 and published in the Gazette of India, Part – II, Section - 3, Sub-section (ii) are binding upon the Contractor. Contractor shall implement these provisions at worksites, for which no extra payment will be payable.

#### **43.0 Sufficiency of Construction Plants and Equipment**

43.1 It will entirely be the responsibility of the contractor to mobilize sufficient construction plant and construction machinery in very good working condition and to the satisfaction of Engineer-in-charge. All the machinery, tools and plant including spare parts, fuel, consumable stores and labour that are required for the efficient and methodical execution of the works.

However, the main construction equipment must be accepted by the Engineer in Charge before they are deployed on the project for the start of the construction works.

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

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

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

#### **44.0 Power Supply**

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

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

#### **45.0 Site Office/ Rest house/Site laboratory for Railway:**

45.1 Porta Cabins: **NOT APPLICABLE FOR THIS TENDER**

45.2 Site Laboratory: **(NOT APPLICABLE)**

#### **(I) TELECOMMUNICATION**

46.0 Telecommunication Facilities: **(NOT APPLICABLE FOR THIS TENDER)**

**(J) PROTECTION OF ENVIRONMENT****47.0 Protection of Environment****47.1 General–**

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

- 47.1.1 The Water (Prevention and Control of Pollution) Act, 1974** - This provides for the prevention and control of water pollution and maintaining and restoring of wholesomeness of water. "Pollution" means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.
- 47.1.2 The Air (Prevention and Control of Pollution) Act, 1981** - This provides for prevention, control and abatement of air pollution. "Air Pollution" means the presence in the atmosphere of any "air pollutant", which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.
- 47.1.3 The Environment (Protection) Act, 1986** - This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. Environment includes water, air and land and the inter-relationship which exists among and between water, air and land, other living creatures, plants, micro-organism and property.
- 47.1.4 The Public Liability Insurance Act, 1991** - This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation, which is defined as hazardous substance under the Environment (Protection) Act, 1986, and exceeding such quantity as may be specified by notification by the Central Government.
- 47.1.5 Environmental & Forest clearances** - Environmental & Forest clearances for the project will be obtained by the Railways. The contractor must organize his work in such a way that the ecology of the area is least affected adversely. The instructions issued in this regard will have to be carefully followed.



Particular attention is required in case of making the pits for taking out the earth from the quarries and also in the dumping of cut spoils, etc.

**47.2 Environmental Management Plan during construction:**

Contractor shall take adequate care at his own cost for the following measures:

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

**(K) MANPOWER****48.0 Employment of Qualified Engineers**

48.1 The contractor shall employ at site sufficient number of technical staff such as qualified Construction Leader/Project Manager, Site Engineers and Site Supervisor etc. as mentioned in clause 48.2.4 below.

**48.2 Organisation (NOT APPLICABLE)**

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

48.2.2 The performance of personnel shall be under observation by Engineer-in-charge. In case the performance of any personnel is not upto the mark, as decided by Engineer-in-charge, a report shall be put up by him to Chief Engineer and the decision of Chief Engineer shall be final and binding. In case replacement is required, contractor shall be responsible for replacement of such personnel; duly following the procedure as in clause 48.2.1 above.

48.2.3 If KRCL finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal offence, then KRCL shall order in writing for replacement of such personnel. Contractor shall, provide the replacement with the procedure prescribed in clause no. 48.2.1 above.

48.2.4 **The number of key positions and their eligibility criteria are as below: -**

Sl. No	Contract Value	Deployment of qualified Personal
1	When cost of work to be executed is Rs.200.0 lakhs and above	One qualified Graduate Engineer in Civil Engineering.
2	When cost of work to be executed is more than Rs.25.0 lakhs but less than Rs.200.0 lakhs.	One qualified Diploma Holder Engineer in Civil Engineering with 4 years of experience.

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

48.2.5 The contractor shall submit the list of personnel (clause 48.2.4) available at site with every "on account" monthly bills.

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

48.4 Failure to deploy the minimum technical staff as brought out above (clause no. 48.2.4) will make contractor liable for penalty as under for default period:

- No Diploma Engineer - Rs. 45,000/- per month or part thereof
- No Graduate Engineer – Rs. 60,000/-per month or part thereof

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

**(L) LABOUR**

**49.0 Payment of Wages act & Minimum wages**

- 49.1 Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Konkan Railways General Conditions of Contract, July- 2022. In order to ensure the same, an application has been developed and hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in) Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updation of Portal shall be done as under: -
- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal **within 7 days** of receipt of such request.
  - b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.
  - c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA)/Contract Agreements on shramikkalyan portal **within 15 days** of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor **within 7 days** of receipt of such request.
  - d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
  - e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- 49.2 While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee/Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in) till \_\_\_\_\_ Month, \_\_\_\_\_ Year.

**50.0 Contractor to indemnify Corporation**

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

**51.0 Claims on account of violation of labour laws**

- 51.1 If any money shall as a result of any instructions, directions or decisions from the authorities or claim or application made under any of the labour laws or regulations be directed to be paid by the Engineer-in-charge because of any failure of the Contractor, such money shall be deemed to be money payable to the Engineer-in-charge by the Contractor and on failure of the Contractor to repay the Engineer-in-charge any money paid or to be paid as aforesaid within seven days after the same shall have been demanded, the Engineer-in-charge shall be entitled to recover the amount from any money due or becoming due to the Contractor under this or any other contract with the Employer.

The Engineer-in-charge shall not be bound to contest any such claim or demand unless the Contractor makes a written request for it, and Contractor's reasons for contesting are considered reasonable by the Engineer-in-charge and the Contractor deposits the full cost that the Engineer-in-charge may have to incur in contesting the case.

- 51.1.1 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Corporation at any point of time.
- 51.1.2 Some major laws applicable to establishments engaged in building and other construction work are given hereunder for reference. These shall be applicable within the latest statutory amendment as on the date of cause of action.
- i) Workmen Compensation Act 1923
  - ii) Payment of Gratuity Act 1972
  - iii) Employees P. F. and Miscellaneous Provision Act 1952
  - iv) Maternity Benefit Act 1951
  - v) Provision of Contract Labour (Regulation & Abolition) Act 1970.
  - vi) The Building & other Construction workers welfare cess Act, 1996.
  - vii) Minimum Wages Act 1948

- viii) Payment of Wages Act 1936
- ix) Equal Remuneration Act 1979
- x) Payment of Bonus Act 1965
- xi) Industrial Disputes Act 1947
- xii) Industrial Employment's (Standing Orders) Act 1946
- xiii) Trade Unions Act 1926
- xiv) Child Labour (Prohibition & Regulation) Act 1986
- xv) Inter-State Migrant workmen's (Regulation of Employment and Conditions of service) Act 1979.
- xvi) The Bonded labour system (Abolition) Ordinance, 1975.

**Any other Act applicable which is not mentioned above.**

## **52.0 Employees Provident Fund**

- 52.1 The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- 52.2 As Per Section 36(b) of the Employee Provident Fund Scheme 1952, every contractor shall within seven days of the close of every month, submit to the principal employer a statement showing the recoveries of contributions in respect of employees employed by or through him and shall also furnish to him such information as the principal employer is required to furnish under the provisions of the scheme to the Provident Fund Commissioner.
- 52.3 The Contractor shall be liable to pay before the due date his contribution, employee's contribution and other administrative charges as per provisions of the Employees Provident Fund Act as amended from time to time, in respect of all the staff and labour employed by him for the execution of the contract. In the event of his failure to follow the above provisions, the Corporation has to pay the said amount of contribution as assessed to the Provident Fund Commissioner and the Corporation will recover from the Contractor the amount paid to the Provident Fund Commissioner, out of the sums due and payable to the Contractor.
- 52.4 In such case of failure on the part of Contractor, Contractor shall indemnify and save harmless the Corporation from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Corporation by reasons of any act or omission of the Contractor, his agents or employees in connection with complying the provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952 as amended from time to time. All sums payable by way of compensation / penalty / damages / interest on the outstanding amounts payable by the Contractor

shall be considered as reasonable and be payable by the Contractor to the Corporation immediately and if the Contractor does not pay the amount immediately the same will be deducted from the security deposit or earnest money or any other amount available with the Corporation or any money payable to the Contractor by the Corporation.

- 52.5 Contractor should submit a Compliance Certificate along with the details of employees and recoveries made to the Konkan Railway Corporation as per the proforma (**Appendix- 6D**) mentioned every month **within seven days** of the close of every month as per the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 as amended from time to time.
- 52.6 If the contractor is a co-operative Labour Contract Society/Vendor Co- operative Society, there shall be no element of contractor or ex-contractor in that society in any capacity nor contractor associating with the society as on office bearer. In case of any breach of these provisions, the corporation reserves its right to terminate the contract with the Society at any time, without assigning reasons, after giving notice of a month to the society.

### **53.0 Employees' Pension Scheme**

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

### **54.0 Provisions of ESI Act 1948**

- 54.1 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.

### **55.0 Engagement of local labour, land oustees, transporter and other service facilitators**

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

**(M) ARBITRATION****56.0 Settlement of Disputes**

- 56.1 For settlement of disputes with central PSUs, the procedure as per extant orders of Permanent Machinery for Arbitration (PMA), Bureau of Public Enterprises, Government of India shall be followed.
- 56.2 In addition to list of excepted matters provided in clause No. 63.1 of KRCL GCC-July- 2022, the following clauses shall also be treated as “excepted matters”.

Special Conditions of Contract – Part A : Clause No.			Special Conditions of Contract – Part B : Clause No.	
2.2.7 & 2.2.8	3.3	18.1		
20.2	23.1	25.2	7.0,	8.0
35.1	38.1	42.0	11.2, 11.3 & 11.4	12.3
48.2, 49.0, 51.0	52.0, 53.0, 54.0	63.1	13.1 & 13.2	14.0

**57.0 Settlement through Court**

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

**(N) OTHER & MISCELLANEOUS****58.0 Site Facilities**

- 58.1 The Contractor has to make his own arrangement for construction of necessary service/approach roads from the nearest Village/State/National Highways and also for maintaining the same at his own cost.
- 58.1.1 **Service Roads:** The Corporation does not undertake to provide any service roads for the movement of the tenderer’s/contractor’s vehicles. The tenderer/contractor can, however, make use of the service roads within the boundary wherever they exist, free of charge. The Corporation does not undertake to maintain the same and the Tenderer/Contractor shall maintain the same at his own cost. In other places, the tenderer/contractor should make his own arrangements for the movement of his vehicles and no extra rate shall be paid for this.
- 58.1.2 The Corporation reserves the right to make use of the service road formed and maintained by the tenderer/contractor as and when necessary, without any payment to the contractor. In the event of tenderer/contractor forming the service road, it shall be clearly noted that the tenderer/contractor shall make his own arrangement for obtaining land for his temporary use/permission

of the private party if any and the Corporation will not undertake any responsibility in this regard. The service roads formed by the Tenderer /contractor should also be made available for the use of other tenderers/ contractors working for the Corporation.

- 58.1.3 The Tenderer / Contractor shall arrange to obtain permission directly from State Government or Local Authority for using PWD and Panchayat Roads. The rate tendered shall be inclusive of any cess, tax or any other charges payable to the authorities concerned.
- 58.1.4 The Contractor shall arrange to obtain permission directly from the Forest Department for using forest roads and the rates tendered are to be inclusive of all cess, maintenance charges, 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.
- 58.1.5 The contractor has to take land from private parties for construction work and other works nearby the site location with his own cost.
- 58.2 The contractor has to make his own arrangements for storing materials, site office establishment etc., within his quoted rates. However, if the contractor's sheds, stores, camp office, casting yards etc. are to be located in the Corporation premises, the location should be got approved by the Engineer-in -Charge. For this, land available can be given free of charge for the contract period only if available as per the directions and decision of the Corporation. On completion of work, the contractor shall leave the site free of all structures /debris etc., if any.
- 58.3 The contractor has to make his own arrangement for Electricity required for the works at his own cost, within the quoted rates. The responsibility to procure adequate power supply is that of the Contractor. Corporation may only assist contractor to get grid power for their bonafide use at works from State Government but without any liability or responsibility on Corporation.
- 58.4 Contractor shall provide adequate lighting facilities at work site during execution of work and special lighting for inspection.

## **59.0 Cancellation of Documents**

- 59.1 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.

## **60.0 Precautions during progress of work**

- 60.1 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.

- 60.2 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.
- 60.3 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.
- 60.4 The tenderer / contractor must ensure the safety of labourers and other people at site engaged by him during the course of execution of work and the KRCL (Corporation) shall not be responsible for any injury sustained by the labourer and or any fatal accident and the tenderer / contractor should bear all loss and expenditure involved. The tenderer / contractor must indemnify the KRCL from any liability arising out of such cases. The contractor should deal and settle all legal cases / court cases arising out from them at his own cost.

## **61.0 Rates**

- 61.1 The Contractor's overall rate should include all handling, re-handling, lead and lift whether by head load or any other means on all materials whether supplied by the Corporation or by the Contractor as approved by KRCL.
- 61.2 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.
- 61.3 **The rates quoted by the tenderer shall be exclusive of GST.**
- 61.4 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.
- 61.5 The rates accepted for Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special Conditions of the Contract, Specifications and Drawings.
- 61.6 Clause 37 of KRCL's Standard General Conditions of Contract (Part-II), July- 2022 shall also applicable.

## **62.0 Payment of Royalty charges**

- 62.1 All payments of Royalty charges etc. to the State Government in connection with extraction and supply of rubble stone / stone ballast / sand earth have to be borne and paid by the tenderer / contractor.

- 62.2 The Corporation in consultation with the respective State Government will confirm percentage of Royalty Charges to be recovered for the supply of minor minerals. The Corporation is entitled to deduct from the tenderers / contractors and keep in deposit such amount equal to the proportionate Royalty charges from each on account bills and the same will be released as and when the tenderer / contractor submits a receipt / documents / clearance certificate that Royalty charges have been paid by the tenderers / contractors relating to the contract.
- 62.3 The Tenderer / contractor will be required to obtain a final Royalty Charge clearance certificate from the concerned State / Revenue Authorities / Collector and produce the same to the Engineer-in-charge, after completion of supply but before the release of final bill. If in any case the Tenderer/contractor fail to produce the clearance certificate, the Royalty amount equal to the amount of unpaid Royalty Charges as intimated by the Revenue Authorities /Collector or as calculated on the basis of relevant rules, such payment of Royalty charges applicable to the area will be withheld by KRCL. No claim regarding interest charges for delay in payment of the retained amount on Royalty charges shall be entertained.
- 62.4 Alternatively, the retained amount will be released, at the discretion of the administration, on production of clear BANK GUARANTEE covering the amount so withheld towards Royalty Charges / State Taxes.

**63.0 Non-submission of Labour license and EPF recovery Certificate by the contractor**

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

**64.0 Labour Camp**

- 64.1 The contractor must establish proper labour camps with proper water supply and toilet facilities or as per latest laws / rules, should keep the area in a neat and hygienic condition. If 50 or more female labourers (or as per latest applicable rules) are employed at a time, temporary crèches for their children must also be organized. In case the contractor is not organizing these arrangements or in case the contractor is not adhering to these instructions, the corporation will have the power to impose a fine up to a maximum of Rs.10,000/- on each occasion or more as decided by KRCL and this amount will be deducted from the Contractor's bill.

**65.0 Antilarval Work**

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

**\*\*\*\***

## परिशिष्ट / APPENDICES

## Appendix- 1

**Tenderer's Information**

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

1. Name of Tenderer
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. -----
9. GST No. -----
10. Bank (RTGS) Details -----

**Appendix- 4****Statement of Works Abandoned/ left Incomplete**

Tenderer should provide information as per this proforma for the firm/company and for each member in case of joint venture for last five financial years ending **March-2026**

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

**Appendix- 6 D**

**COMPLIANCE CERTIFICATE**

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

**Place:**  
**Date:**

**Signature of the Contractor**  
**Seal**

**Appendix- 10**

Page 1/2

**Litigation History**

Tenderer should provide information as per this Performa for the firm/company and for each member in case of joint venture on any history of litigation or arbitration resulting from contracts executed in the last 5 financial years ending **March- 2026** or currently in execution. A separate sheet should be used for each partner of the joint venture.

**A) ARBITRATION CASES**

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

**B) COURT CASES**

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



**Appendix– 10**  
(Page 2/2)

**C) INFORMATION REGARDING CURRENT LITIGATION, DEBARRING/ EXPELLING OF TENDERER OR ABANDONMENT OF WORK BY TENDERER**

1 (a)	Has the Applicant or its constituent partners consistent history of litigation.	Yes / No
(b)	If yes, give details	
2 (a)	Has the Applicant or any of its constituent partner been debarred/ expelled by any Agency in India, during the last 5 financial years ending <b>March- 2026</b> and upto the date of application except on account of reasons other than non-performance, such as rescinding of joint venture due to one of the member of joint venture pulling out, court directions leading to breaking up of a joint venture before start of work.	Yes / No
(b)	If yes, give details	
3 (a)	Has the Applicant or any of its constituent partners abandoned any contract work in India during the last 5 financial years and upto the date of application	Yes/No
(b)	If yes, give details	
4 (a)	Has the Applicant or any of its constituent partner been declared bankrupt during the last 5 financial years ending <b>March- 2026</b> and upto the date of application	Yes/No
(b)	If yes, give details, including present status	
5 (a)	Has the Applicant or any of its constituent partner been debarred by any employer/client, KRCL or by any Railway	Yes/No
(b)	If yes, give details	

**NOTE :** i) Separate sheet may be used for giving detailed information.

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

**Appendix– 11****UNDERTAKING BY TENDERER**

1. 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:
- i) the statement made and information provided in the bid application are completely full, true, correct and complete in every detail.
  - ii) this application is made in the full understanding that:
    - (a) bids by Applicants will be subject to verification of all information submitted at the time of bidding & Konkan Railway Corporation Limited (KRCL) or any authorized representative of KRCL is hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with the application and to seek clarification from our bankers, clients regarding any financial & technical aspects.
    - (b) in the event that the information/ document submitted are found to be false or misleading, **this bid application will be disqualified.**
  - iii) Konkan Railway Corporation Limited reserves the right to:
    - (a) modify the scope of work including methodology of construction and the Tenderer/s shall have no claim on this account.
    - (b) reject or accept any application, cancel the tender process, and reject all applications without assigning any reason therefor.

-----  
Signed

-----  
Name

-----  
For & on behalf of

-----  
Name of Applicant

-----  
Firm/Company/JV

**Appendix– 12**

**AFFIDAVIT\***

**(Affidavit or Self Certification by Tenderer/ JV Partners)**

1. I, the undersigned, do hereby certify that all the statements made in the accompanying attachments are full, true correct and complete.
2. The undersigned also hereby certifies that neither our concern M/s ..... nor any of its constituent partners/Directors have abandoned any work on Konkan Railway Corporation Limited nor any contracts awarded to us for such works have been rescinded, during the last five financial years ending **March- 2026** and upto date of this application.
3. The undersigned hereby authorize(s) and request(s) our bank(s), our concerns and all of its partners/Directors/officers to furnish such information as may be necessary or required by Konkan Railway Corporation Limited to verify the truth of this statement contained in this affidavit and the accompanying attachments or regarding my (our) competence and general reputation.
4. The undersigned understands that further qualifying information may be required by Konkan Railway Corporation Limited and hereby agrees to furnish any such information at the request of the Konkan Railway Corporation Limited.

**Note: In case of Joint Venture to be given separately by each partner**

-----  
Signed by an Authorized Officer of the Firm

-----  
Title of Officer

-----  
Name of Firm

-----  
Date

\_\_\_\_\_  
**\*To be given on Non-judicial stamp paper duly signed by authorized notary.**

## Appendix- 17

**CERTIFICATE OF FAMILIARISATION****(Tenderer should fill the blank spaces)**

- A) I/We hereby solemnly declare and certify that I/We have actually inspected/investigated the site(s) of work 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.
- B) I/we have kept myself/ourselves fully informed of the provisions of this tender document comprising e-procurement notice, Tender Form (Form of Bid), Instructions to Tenderer/s and Appendices, Konkan Railways Standard General Conditions of Contract, Special Conditions of Contract, Annexures, Schedule of Items, Rates and Quantities (Bill of Quantities), Addendum(s), Corrigendum(s), Drawings, apart from information conveyed to me/us through various other provisions in this tender document.
- C) I/We have quoted my/our percentage rate for the items in Schedule of Items, Rates and Quantities (Bill of Quantities) taking into account all the factors given above and elsewhere in the tender document.

**Signature of Tenderer(s)****Date:****Seal:**

(TO BE EXECUTED ON A STAMP PAPER OF RS. 500/-)

**KONKAN RAILWAY CORPORATION LIMITED**

**AGREEMENT FOR THE WORK**

**CONTRACT AGREEMENT No. .... made this .....day of ....., 2026 between KONKAN RAILWAY CORPORATION LIMITED acting through Dy. Chief Engineer/Works, head quartered at Office of the Regional Railway Manager, MIDC Area, Mirjole, Ratnagiri - 415639, 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. ....  
..... 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/below/at par 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.

**Appendix– 18**  
**Page 3/3**

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

**Dy CE/Works**  
KRCL/Ratnagiri

**Signature of the Contractor**

M/s -----

-----

-----

-----

[Name and Address of Contractor]

1. WITNESS:

1. WITNESS:

2. WITNESS:

2. WITNESS:

(TO BE EXECUTED ON A STAMP PAPER OF RS. 200/-)

**GUARANTEE BOND**  
**(FOR PERFORMANCE BANK GUARANTEE)**

In consideration of the KONKAN RAILWAY CORPORATION LTD., Belapur Bhavan, 5<sup>th</sup> Floor, Sector 11, CBD Belapur, Navi Mumbai 400 614 (hereinafter called "M/s KRCL") having awarded to M/s -----

**[Name and full Address of work awarded Contractor]**, [hereinafter called "the said Contractor(s)"] vide 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") and in terms of the said agreement, Contractor is under obligation to submit Performance Guarantee in the form of bank guarantee for the due fulfillment of the work by the said Contractor(s) as per the terms and conditions contained in the said Agreement amounting of Rs-----

(Rupees.....) [in words].



## Appendix- 19

Page 2/3

We, ----- [Name of the 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 KRCL by reasons of any breach of the said Consultant (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 KRCL by reason of breach by the said Contractor (s) of any terms or conditions contained in the said Agreement or by reason of the said Contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (Rupees -----) ----- **[in words]**). We undertake to pay to M/s KRCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.

We, ----- **[Name of Bank]**, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of 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.

**Appendix- 19****Page 3/3**

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 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 Consultant (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 hereinabove: -

1. Our liability under this Bank Guarantee shall not exceed Rs. -----  
(Rupees **[in words]**).
2. This Bank Guarantee shall be valid up to..... [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**

**Appendix- 20**

**AFFIDAVIT or SELF CERTIFICATION**

- A) I/We hereby solemnly declare and certify that I/We are fully responsible for the errors/omissions in the tender documents downloaded from the IREPS e-Procurement portal i.e. <https://www.ireps.gov.in>
- B) I/We hereby agree that in case of errors/omissions in the tender documents downloaded from the web site, the master copy (along with the corrigendum's, if any issued) available with the Office of the "Deputy Chief Engineer/ Works, Konkan Railway Corporation Ltd., RRM Office, MIDC Area, Mirjole, Ratnagiri, Maharashtra- 415639;" shall prevail.
- C) In case, the tender documents submitted found incomplete, I/We hereby accept that tender shall be liable for rejection.
- D) I/We hereby agree that the agreement shall be prepared based on the master copy available in the office of Deputy Chief Engineer/Works, Konkan Railway Corporation Ltd., RRM Office, MIDC Area, Mirjole, Ratnagiri, Maharashtra- 415639 and not based on the tender documents downloaded from the web site and submitted by me/us.

Signature of Tenderer(s)

Date:

Seal:

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

Reference -Para 6.1 of ITT of KR GCC-July-2022

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

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

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

forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto **two** year. Further, I/we (*insert name of the tenderer*) \*\*\_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.

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

**SEAL AND SIGNATURE  
OF THE TENDERER**

**Place:**

**Dated:**

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

**(Note- The content shall be verified by the tenderer as per Annexure V of GCC-2022 with latest correction slips)**

**Appendix– 22**

Reference -Para 6.1 of ITT of KR GCC-July-2022 (Annexure-V(A)).

**(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.)**

I/We ..... (Name), attorney/authorized signatory of the (constituent firm/constituent partner) and member/partner of the..... (tendering firm) hereby solemnly affirm and state as under: -

1. I/we certify that ..... (constituent firm/constituent partner) 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/LP/JV/Society/Trust.
2. 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 CONSTITUENT FIRM/CONSTITUENT PARTNER**

Place  
Date:

**(Note- The content shall be verified by the tenderer as per Annexure V(A) of GCC-2022 with latest correction slips)**

\*\*\*\*\*

**Appendix - 25**

**(PROGRAMME OF CONSTRUCTION)**

**(TYPICAL BAR CHART)**

Construction of Concrete Side drains along the Track and Catch water drains at berms and top of the Agave cutting at Km. 148/200 to 149/100 between SAWARDA – ARAVALI ROAD stations in Ratnagiri region over Konkan Railway route in Maharashtra State.

**TENTATIVE PROGRAMME FOR COMPLETION OF WORK**

Sr. No.	Description of work	App. Qty.	Month-1				Month-2				Month-3				Month-4				Month-5				Month-6				Month-7				Month-8												Month-8				Month-10				Month-11				Month-12																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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Note - Excavation in CWD can be done by mechanical means

Excavation in side drain shall be done by manually. Minimum labours required 25 nos.

Above chart is based on consideration of separate gang of minimum 25 labours and daily concrete work in side drain and catch water drain.



**Appendix – 26**

**AFFIDAVIT**

**TO WHOM SO EVER IT MAY CONCERN**

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

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

**Appendix – 27**

Ref. Clause 17 of Instructions to Tenderer/s

**(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: - **FA&CAO, Konkan Railway, Sector 11, CBD Belapur, NAVI MUMBAI.**

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	SBIN00RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

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

Date ..... ..

Place.....

**Bank's Seal and authorized  
signature(s)**

*[Name in Block letters] .....*

*[Designation with Code*

*No.].....*

*[P/Attorney] No.*

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name & address & Seal

**Bank's Seal**

*[P/Attorney] No.*

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

**Appendix – 28****JOINT PROCEDURE ORDER ON SAFETY AT WORKS SITE**

No: KR/CO/W/1/14

Date: 16.08.2018

**Joint Procedure Order on Safety at Works Site**

Safe train operations and providing safe working environment at work sites under traffic condition is a vital factor in successful transportation system. In order to ensure the safety of running trains and to make the Work Sites safe & accident free, the following Joint Procedure Order is issued:

- 1) The Contractor shall ensure that all personnel working at the site must undergo an induction safety training before commencement of actual work.
- 2) Authorization letter with ID shall be issued by the engineer in-charge to contractors representatives
- 3) Handing over of work site to contractor: - A written letter shall be issued by the Railway Supervisor along with a sketch indicating the jurisdiction of Railway boundary, working area of the Contractor, danger mark for infringement of machine working adjacent to Railway alignment.
- 4) Layout Plan: - A layout plan for OFC cable / Electrical cable shall also be indicated in the work site plan which shall jointly be signed by the Supervisors of all concerned Departments i.e., Engineering, S&T and Electrical.
- 5) Entry of construction machinery in Railway premises: - After taking over the work site by the Contractor from the Railway Supervisor concerned, he shall take a written permission from the Railway Supervisor for deploying the machines at actual work site. He shall also certify that the machine is stationed at a safe location at the end of the day and mark such location on the work site plan itself.

Working area/approach road should be clear of track to ensure safety and construction muck/debris should be cleared for free movement of road vehicle.

- 6) Withdrawal of machines from the work site after completion of work: - Even for the purpose of withdrawal of machines from work site or from the place of stabling, or any movement of machine likely to infringe the track, the Contractor has to take written permission from the Supervisor. In order to avoid any unusual occurrence like roll-down of machinery itself on track endangering running traffic, no Contractor shall be permitted to remove/march-out the machine in the absence of Railway Supervisor. The Railway Supervisor shall record in the concerned Site Register for successful removal of machinery from the work site. In the absence of such entry in the Register, the work shall be treated as incomplete and all responsibility will lie with the Contractor and Railway Supervisor.
- 7) In no circumstances the infringement causing unsafe conditions, detention to the trains should be allowed.






Page 1 of 5

- 8) Each work site shall be supervised by authorized Technical person from Contractor's side as well as Railway Supervisor.
- 9) If the work is incomplete and likely to endanger the running traffic, suitable trained Stationary Watchman shall be posted round the clock in consultation with Engineer In-charge. If the contractor fails to post the Watchman, Railway shall post Watchman at the cost of the Contractor.
- 10) If any Contractor fails to depute Technical Supervisor, the work is not supposed to be carried out and the same should be recorded in the site order book of each work site.
- 11) All the works affecting free movement of trains like rail replacement, repair of weld joint, de-stressing, loose scaling, blasting, rock bolting etc. shall be executed only under permitted Engineering block. The Engineering block shall be operated by competent Railway Supervisor.
- 12) Contractor must execute the work requiring traffic block only under the supervision of Railways authorized Supervisors. All such work site to be supervised by a competent Railway servant not below the rank of JE / PWay Supervisor. A Technical Supervisor shall be available at site from the Contractor's side also. If Railway Supervisor is not present, the Contractor should not start the work and inform concerned AEN/SEN/Sr.REN/DyCE and wait till the time the Supervisor reaches site. Work should not be started in case of absence of Contractor's Supervisor also and the same shall be recorded in Site Order Book by Railway Supervisor.
- 13) All works which do not require a traffic block should be executed under suitable caution order. The work spot shall be protected using banner flags, flagman, detonators, and provision of caution indicators etc. as per the provisions in G&SR. Inside the tunnels and during night work, red light shall be used in place of red flags. The supervisor should present and ensure necessary precautions to protect train in case of emergency while working at site.
- 14) A Trolley, Motor Trolley, Dip Lorry etc., shall be placed on a running line only by a competent Railway servant and shall be operated under block protection. These items along with compressor, jumbo, generators, pump and other machinery if any when not in use shall be kept clear-off infringement to the moving dimensions and to be secured with chain and pad lock, the key of the same shall only be kept with the concerned Railway Supervisor.
- 15) Before clearing the permitted Engineering block, it shall be ensured by the concerned Railway Supervisor that there is no infringement to the moving dimensions either by Machinery, Equipment, Trolley, Motor Trolley, Dip Lorry, Lorry etc. or by the debris kept cleared at the side of track.
- 16) Standard (sturdy) Barricading shall be provided wherever doubling work/new platforms/new loops works are to be executed adjacent to running line.
- 17) After each blasting operations and before clearing the traffic block the Site Supervisor shall thoroughly inspect the location for loose boulder /strata. If found, the same shall be cleared off immediately by loose scaling before clearing the Engineering Block.

    Page 2 of 5

- 18) The side drains of all cutting location where cutting widening/slope flattening works are taken up must be kept clear of loose soil, fallen muck/boulders, debris etc. during the course of work. This will prevent rolling down of the fallen boulders towards the track and further infringement to the moving dimension.
- 19) In addition, provisions of para 826 of IRPWM shall be followed scrupulously. The same is reproduced below:
- (i) *The contractor shall not start any work without the presence of Railway Supervisor or his representative and Contractor's Supervisor at site.*
  - (ii) *Wherever the road vehicles and/or machinery are required to work in the close vicinity of railway line, the work shall be so carried out that there is no infringement to the Railway's Schedule of Dimensions. For this purpose, the area where road vehicles and/or machinery are required to ply, shall be demarcated and acknowledged by the Contractor. Special care shall be taken for turning/reversal of road vehicles/machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.*
  - (iii) *The look out and whistle caution orders shall be issued to the trains and speed restrictions imposed where considered necessary. Suitable flagmen/detonators shall be provided where necessary for protection of trains.*
  - (iv) *The supervisor/workmen should be counselled about safety measures. A competency certificate to the contractor's supervisor as per proforma annexed at Annexure 8/5 of IRPWM shall be issued by AEN which will be valid **only for the work for which it has been issued.***
  - (v) *The unloaded ballast/trails/sleepers/other P. Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.*
  - (vi) *Supplementary site-specific instructions, wherever considered necessary, shall be issued by the Engineer-in-charge.*
  - (vii) *The Engineer-in-charge shall approve the methodology proposed to be adopted by the Contractor with a view to ensure safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the Contractor's supervisor and workers have clearly understood the safety aspects and requirements to be adopted/followed while executing the work.*
- There shall be an Assurance Register kept at each Work Site, which will have to be signed by both i.e., by Railway Supervisor or his representative as well as the Contractor's Supervisor as a token of their having understood the safety precautions to be observed at Work Site.*
- 20) This joint procedure order shall form the part of contract agreement of all future works contracts. This JPO is also applicable for existing contracts where the work is in progress, therefore the copy of the JPO to be handed over to contractor with acknowledgement.





 Page 3 of 5

- 21) Sr. RENs, SENs/AENs, SEN/Spl. Works, SEN/AENs/ Doubling who are in-charge of the Works should strictly ensure compliance of these instructions. Regular checks should be conducted at Work Sites and any violations/shortcut methods adopted against safe working practices shall be strictly handled to act as deterrence.
- 22) A copy of check list on safety measures is also enclosed as Annexure-I for guidance/adoption at Work Site before grant of permission to Contractor to commence the works.
- 23) These instructions shall be widely circulated to all Supervisors working in Open line/Special Works / Doubling and their acknowledgement should be obtained.

The above instructions shall be strictly adhered to in addition to the Rule Books / Manuals / Circulars in vogue.

Encl: Annexure-I

  
CE/C/II

  
CE/C/III

  
CE 16/8/18

  
CSO



Enclosure to JPO No: KR/CO/W/1/14 dated 16.08.2018

Annexure - IChecklist for Safety Measures

Sr. No.	Item	Yes / No	Remarks
1	Whether Railway Supervisor or his representative and Contractor's Supervisor are present at site while commencement and during progress of work?		
2	Whether Barricade is erected?		
3	Whether Lookout, whistle caution orders, speed restriction are required. If yes, then instructions are issued or otherwise?		
4	Whether flagmen/ detonators are provided?		
5	Whether Work specific Competency certificate to Contractor's Supervisor is issued by AEN?		
6	Whether unloaded ballast/rail/sleeper/other p-way materials are stacked clear-off moving dimension & stacked as per specified height & distance from running track?		
7	Whether supplementary site specific instruction issued by Competent authority?		
8	Whether methodology of work has been approved by Competent authority?		
9	Whether Assurance Register has been signed by Railway Supervisor or his representative and Contractor's Supervisor at Site?		
10	Whether all safety equipments are available and know how to use the same?		

H-1

G-16/08/18

Jm  
14/8/18  
CA

G.O.

Page 5 of 5

**Appendix – 29**

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



**कोंकण रेलवे कॉर्पोरेशन लिमिटेड**  
**KONKAN RAILWAY CORPORATION LIMITED**

(भारत सरकार का उपक्रम) (A GOVERNMENT OF INDIA UNDERTAKING)  
कॉर्पोरेट पहचान संख्या (Corporate Identity Number): U35201MH1990GOE223738



KR/CO/SG/JPO &amp; Joint Circular

Date: 17.07.2023

**Joint Procedure Order for undertaking digging work in the vicinity of  
Signalling, Electrical and Telecommunication cables.**

**Guidelines for protection of cables while doing works in its vicinity.**

1. Cable route marking for all types of cable must be made available block section wise on Disha.
2. Before allowing the contractor to work near the tracks, the work executing agency (like Sr.RSTE/Sr.REN/Sr.REE) shall ensure that the permission has been granted by the region to the contractor in accordance with the local instructions / JPO to work in the vicinity of the cables. The suitable mechanism and timelines for the obtaining/granting such permission is as follows:
  - a) The concerned contractor shall be issued the Cable Route plan by officials of S&T & Electrical department and obtain acknowledgement in writing. Whenever cable route markers are missing the same shall be provided by concerned departments.
  - b) The site in-charge of work executing department shall ensure that the cable protection and/or route strengthening work is carried out by the contractor as per the advice of S&T & Electrical Supervisors. This protection work should be done before undertaking digging work etc. As measure of precaution, after the completion of work, safety of Electrical & S&T cables, as the case may be should once again be checked jointly.
  - c) The concerned work executing department shall include the scope of incidental cable rehabilitation and/or strengthening work of S&T and Electrical cables if they are laid in the portion where they intend to award execution of the works.
  - d) Joint inspection of Work site shall be carried out as per cable route plan along with work executing agency/contractor and record shall be maintained. Demarcation of the work area is to be done, in the vicinity of cable by using Cable Route Tracer/Locator. The excavation shall be done manually at such areas in vicinity of cable under supervision of S&T or Electrical staff.
  - e) Staff to be deployed at work site before actual commencement of work.
  - f) The concerned work executing department shall pass the bills of such works only after ensuring all the Safety parameters of S&T, Engineering & Electrical department are completed.

(Ashish Apte)  
CSTE

(Nagadath Rao)  
CE

(Satyendra K Shukla)  
CEE

Page 1 of 3

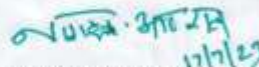


फोनिकल कार्यालय: बेलपुर भवन, सेक्टर - 11, सी.बी.डी. बेलपुर, नवी मुंबई - 400614.  
Regd. Office: Belapur Bhavan, Sector- 11, CBD Belapur, Navi Mumbai 400 614. Tel: 91-22-27572015-18; Fax: 27572420  
ई-मेल (E-mail): general@krcl.co.in • वेबसाइट (Website): www.konkanrailway.com  
LBI No. 335800CK2U27PG7WLL79

3. In case of works being taken up by the State Government, National Highway Authority etc., where cable shifting or proper protection of cables is involved, following guidelines to be followed;
- Joint inspection of work site shall be carried out by concerned Sectional Engineer (in-charge) with State Government, National Highway Authority officials.
  - Assessment of cable protection/Diversion shall be carried out and estimated cost for shifting/diversion of cables to be prepared and submitted to concern State Government, National Highway Authority officials for provision of funds.
  - Demarcation of the work area is to be done, in the vicinity of cables by Cable Route Tracer/Locator. The excavation shall be done manually at such areas in vicinity of cable under supervision of S&T or Electrical staff.
  - On receipt of funds, Cables shall be diverted/shifted or protected as per proposed planning/ assessment and permission shall be granted to work executing agency to commence the of work.
4. The concerned SSE/JE shall informed to Engineering Control regarding any works being done near the track. S&T control and Electrical control (TPC) shall obtain this information from Engineering Control who then shall coordinate among themselves to ensure that no work is done in the vicinity of the track without proper permission.
5. The concerned SSE(P.Way)/SSE(Works)/SSE(S&T)/SSE(Electrical-TRD) supervising the work of the contractor shall ensure that the existing emergency sockets are not damaged due to their importance in providing communication during accident/emergency.
6. For all new works, cable shifting should be a mandatory part of DPR and estimate. For ongoing works, for cable shifting if necessary, provision shall be made through contingency/ supplementary/revised estimate. However, in case it is decide not to shift cables (due to any reason) then protection of cable shall be ensured as per para 2 above during execution of the work.
7. Penalty to be imposed for damages to cable shall be as under:

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

  
(Ashish Apte)  
CSTE

  
(Nagadath Rao)  
CE

  
(Satyendra K Shukla)  
CEE



8. Penalty should be levied on the contractor when they work without permission or resort to careless working without making arrangements for protecting cables and other utilities.

For each cable cut, a joint report at the level of supervisors should be prepared on the same day and it should become the basis for levying penalty and fixing responsibility.

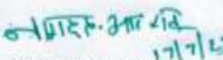
Joint note should be forwarded by Sr.RSTE/Sr.REE to the executive in-charge of the work. The executive in-charge of the work should act and decide on the cable cut case within 15 days under information to Sr.RSTE/Sr.REE as the case may be. There should be provision of appeal by contractors within one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

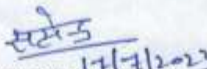
9. All the concerned departments shall ensure that these instructions become part of their tender document.
10. FIR shall not be lodged with RPF in cases of works being executed by authorised contractors of Railways who have been duly permitted to execute the works.
11. Suitable action against erring officials shall be taken up if the instructions contained in this JPO are not adhered to.

In view of extreme importance of S&T and Electrical cables in train operation all concerned Executives and Supervisors of Engineering, S&T and Electrical department shall adhere to above guidelines and ensure strict compliance.

The above instructions shall be implemented with immediate effect and shall be applicable to all the on-going works along the Konkan Railway Route.

  
(Ashish Apte)  
CSTE

  
(Nagadath Rao)  
CE

  
(Satyendra K Shukla)  
CEE

Copy to: RRM/RN & RRM/KAWR  
Dir (W&W), Dir (O&C) & DF  
Contract Policy Cell – for issue of guidelines for implementing JPO in all Tenders.

**ANNEXURE-XVII**

Reference Para 16.(4) of KR GCC July-2022

**Insurance Surety Bond for Performance Security**

Name of the issuer of surety bond:

President of India,

Acting Through.....

..... Railway.

Date: .....

Surety Bond No: .....

Issue Date: .....

Amount of Bond: .....

Expiry Date: .....

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

AND

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

SB No:

Date:

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

1. KNOW ALL MEN by these present that I/We, the undersigned (Insert name(s) of authorized representatives of the Surety), being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of \_\_\_\_\_ (**Rupees \_\_\_\_\_ Only**) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.

4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

**Notwithstanding anything to the contrary contained in these presents,**

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

Dated the day of 2026

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

**Place.....**

**Bank's Seal and authorized signature(s)**

[Name in Block letters]

[Designation with Code No.].....

[P/Attorney] No.

**Witness**

- 1.
- 2.

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

## अनुबंध / ANNEXURES



## Annexure- 1

**INTEGRITY PACT**

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

And

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

**Preamble:**

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

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

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

**Section 1 – Commitments of the Principal**

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

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 cartelization 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.

(2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

#### **Section 4 – Compensation for Damages**

- (1) 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 Sub-contractors. 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.

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

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

(8) If the Monitor has reported to the Chairman and Managing Director, KRCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director KRCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word “**Monitor**” would include both singular and plural.

### **Section 9 – Pact Duration**

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. Navi Mumbai.

- (2) Changes and supplements as well as termination notice need to be made in writing.
- (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 -----

-----

-----

**Annex- I**

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

**I COMMITMENTS AND OBLIGATIONS OF THE “BIDDER OR CONTRACTOR”**

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

**II. VIOLATIONS & CONSEQUENCES:**

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

e) The Counterparty will be entitled to claim as determined by the Independent External Monitor, if the above (d) is found incorrect.

### III. INDEPENDENT EXTERNAL MONITORS (IEMS)

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

i) Smt. Meenakshi Mishra  
(email id: pemishra@hotmail.com)

ii) Shri Virendra Singh Pathaniya  
(email id: akshit95@yahoo.co.uk)

This panel is authorized 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.

\* **Note:** If any change in the list of Independent External Monitors (IEMs) will be updated in the KRCL website. Tenderers/Contractors make verify the same time to time accordingly.

**(REFERENCE TO INDEPENDENT EXTERNAL MONITOR)**

Date:

To

\_\_\_\_\_

\_\_\_\_\_

**Sub:** Tender No. / Contract No. \_\_\_\_\_

**A) PRE-TENDER STAGE**

- I) Please provide the following information: -
  - a) Whether tender document has been purchased.  
Yes / No (If Yes, indicate the Receipt No.)
  - b) If downloaded from website, whether fee for the same has been deposited. Yes / No
  - c) Whether the query has been given to KRCL before submission to IEM Yes / No (If Yes, please state the date of submission of query).
  - d) If reply has been received, please attach a copy of the reply.
- II) Please state the query in clear terms giving reference to the clause in the tender.

**B) ISSUES RELATING TO EVALUATION OF TENDERS:**

- I) Whether any reference has been made to KRCL Yes /No  
(If yes, reply received from KRCL be attached.)
- II) Issue on which reference is being made.
- III) Documentary proof with reference to query be attached.

**C) IN CASE CONTRACT HAS BEEN SIGNED/EXECUTION STAGE**

- I) Date of signing of the contract.
- II) Please state whether the Performance Guarantee has been submitted in terms of the contract. Yes / No
- III) Agreement Clause No. against which the complaint is being made.
- IV) Integrity Pact clause under which reference is being made.



D) ISSUES REFERENCE: (Please State the query)

I) Please state whether any reference was made to KRCL. (Yes / No.)

(If yes, reply of KRCL be attached)

II) In case no reference is made, please note that first reference is required to be made to KRCL unless the issue relates to any corrupt practice.

NOTES: 1. No reference can be made to Independent External Monitor if the time to submit the tender / bid is less than 7 days. It may also be noted that no time extension will be allowed for submission of tender.

2. Reference of only those bidders who have purchased the tender document and signed the Integrity Pact will be entertained.

3. Application be made in triplicate - one shall be sent to KRCL and two copies of the same shall be sent to IEM.

Signature\_\_\_\_\_

Name of the Company \_\_\_\_\_

Address \_\_\_\_\_

Tel. No. \_\_\_\_\_

Mob. No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-MAIL \_\_\_\_\_

**Annex- II**

**Integrity Pact Programme**

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

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

**Annex- III**

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with KRCL shall apply for registration in the prescribed **Application – Form**.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by KRCL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
  - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative is a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
  - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
  - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by KRCL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
  - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
  - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

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

**ANNEXURE – “B”****1. Introduction**

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

**2. Scope**

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

**3. Definitions**

In these Guidelines, unless the context otherwise requires:

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

#### 4. Initiation of Banning / Suspension

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

#### 5. Suspension of Business Dealings

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

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

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

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

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

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprise or KRCL, during the last five years;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.;
- 6.4 If the Agency continuously refuses to return / refund the dues of KRCL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;
- 6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;
- 6.7 If the Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;
- 6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Company (KRCL) or its official in acceptance / performance of the job under the contract;



- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (KRCL) or not;
- 6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Company (KRCL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (KRCL), forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.

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

## **7 Banning of Business Dealings**

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

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

- 7.2 There will be a Standing Committee in each project to be appointed by Chairman and Managing Director for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items / award of contracts, the committee shall be consisting of members out of FA&CAO, COM, CEE, CSTE, CME and COS. The Convener of the respective Committee would be appointed by Chairman and Managing Director. The functions of the committee shall, inter-alia include:
  - i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
  - ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
  - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

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

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

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

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

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers.

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

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

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

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

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

- v) The decision of the KDC shall be communicated to the agency by Director (Operations and Commercial).

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

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

## **9 Show-cause Notice**

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior 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 have been banned by the Central or State Government or any other Public Sector Enterprise, KRCL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected entities.
- 12.4 Based on the above, KRCL may formulate their own procedure for implementation of the Guidelines and the same be made a part of the tender document.

**Annexure- 2****Policy for Start-ups Registered Firms****1.0 Policy for Start-ups Registered Firms.**

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

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

- 2.1 In procurement, where there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 Lakhs or less, only local vendors\* shall be eligible. If the estimated value of such procurement is more than Rs. 50 Lakhs, the provisions of following clause/sub-clause 2.3.1 and 2.3.2, as the case may be, shall apply.  
(\* Local vendors means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the Order of Ministry of Commerce and Industry. Department of Industrial Policy and Promotion or by the competent Ministries/Departments in pursuance to this Order).
- 2.2 Bidders (manufacture or principal or authorized representative) who have a valid/approved ongoing 'Make in India' agreement/program and who while meeting "Essential Qualifying Criteria" as in Clause 5 of "Instructions to Tenderers", would also be considered to be qualified provided:
  - (i) Their foreign 'Make in India' associates meets "Essential Qualifying Criteria" as given in Clause 5 of "Instructions to Tenderers" without exemption, and
  - (ii) The bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.

- (iii) The bidder (manufacturer or principal of authorized representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.
- 2.3 In the procurements not covered by sub-clause 2.1 above, and which are divisible/splittable in nature, the following procedure shall be followed.
  - 2.3.1 Among all qualified bids, if the lowest bid (L1) is from a local vendor, the contract for fully quantity will be awarded to L1.
  - 2.3.2 If L1 is not from a local vendor, 50% of the other quantity shall be awarded to L1. Thereafter, the lowest bidder among the local vendors, will be invited to match the L1 price for the remaining 50% quantity subject to the local vendor's quoted price falling within the purchase preference margin of (L1 + 20%), and contract for that quantity shall be awarded to such local vendor subject to matching the L1 price. In case such lowest eligible local vendor fails to match the L1 price or accepts less than the offered quantity, the next higher local vendor within the purchase preference margin of (L1 + 20%) shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local vendors, then such balance quantity may also be ordered on the L1 bidder.
- 2.4 In procurements not covered by sub-clause 2.1 above and which are not divisible and such procurements where the bid is evaluated on price alone, the following procedure shall be followed:
  - 2.4.1 Among all qualified bids, if the lowest bid (L1) is from a local vendor, the contract will be awarded to L1.
  - 2.4.2 If L1 is not from a local vendor, the lowest bidder among the local vendors, will be invited to match the L1 price subject to local vendor's quoted price falling within the purchase preference margin of (L1+20%) and the contract shall be awarded to such local vendor subject to matching the L1 price.
  - 2.4.3 In case such lowest eligible local vendor fails to match the L1 price, the local vendor with the next higher bid within the purchase preference margin of (L1+20%) shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case one of the local vendors within the purchase preference margin of (L1+20%) matches the L1 price, then the contract may be awarded to the L1 bidder.
- 2.5 The local vendor at the time of tender shall provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

- 2.6 In cases of procurement for a value in excess of Rs 10 Crores, the local vendor shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplies other than companies) giving the percentage of local content.
- 2.7 A vendor who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.
- 2.8 **However, for this Tender there is no relaxation in the Technical and Financial Eligibility conditions for Startup firms, and they have to satisfy the eligibility criteria at par with other bidders.**

**Annexure- 3**

**Restrictions under Rule 144 (xi) of GFR, 2017**



भारतसर्वकार Government of India  
रेलमंत्रालय Ministry of Railways  
(रेलवेबोर्ड) (Railway Board)

No. 2020/CE-I/CT/2/GCC/Correspondence

New Delhi, Dated: 11.08.2020

To,

As per list attached.

**Sub: - Restrictions under Rule 144 (xi) of General Financial Rules (GFRs), 2017**

Ref:- (a) Ministry of Finance's O.M No.6/18/2019-PPD dated 23.07.2020  
(b) Ministry of Finance's O.M No. 6/18/2019-PPD dated 23.07.2020  
(c) Ministry of Finance's O.M No. 6/18/2019-PPD dated 24.07.2020

Enclosed please find herewith a copy each of Ministry of Finance's following Office Memoranda for compliance by all concerned in letter and spirit:-

- (a) Office Memorandum No. 6/18/2019-PPD dated 23.07.2020 on the subject of 'Restriction under Rule 144 (xi) of General Financial Rules (GFRs), 2017'
- (b) Office Memorandum No. 6/18/2019-PPD dated 23.07.2020 titled 'Exclusion from restriction under Rule 144 (xi) of General Financial Rules (GFRs), 2017-regarding'
- (c) Office Memorandum No. 6/18/2019-PPD dated 24.07.2020 titled 'Clarification to Order (Public Procurement No 1) dated 23rd July 2020'.

This issues with the concurrence of the Finance Directorate of the Ministry of Railways.

DA: as above

*Prem Sagar*  
11/08/20  
(प्रेम सागर गुप्ता)

कार्यकारी निदेशक सिविल इंजी. (जी)/रेलवेबोर्ड

[Phone: 030-44803(Rly) : 011-23383379(MTNL)]

No. 2020/CE-I/CT/2/GCC/Correspondence.

Dated: 11.08.2020

Copy forwarded for information to:

1. The PFAs, all Indian Railways.
2. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi

*P. Singh*  
For Financial Commissioner/Railways



**LIST FOR DISTRIBUTION** (No. 2020/CE-I/CT/2/GCC/Correspondence dt.: 11.08.2020)

1. General Managers, All Indian Railways & Production Units
2. General Manager (Con), N.F. Railway, Guwahati
3. General Manager /CORE, Allahabad.
4. Chief Administrative Officers (Con), All Indian Railways (Except N.F. Railway)
5. Principal Chief Engineers, All Indian Railways

**(A)**

1. CAO, COFMOW, Tilak Bridge, New Delhi
2. Principal CAO, Diesel Loco Modernisation Works, Patiala (Punjab)
3. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar

**(B)**

1. Director General, RDSO, Manak Nagar, Lucknow
2. Director General, NAIR, Vadodara
3. Director, IRICEN, Pune - 411 001 (Maharashtra)
4. Director, IRIEEN, PB No.-233, Nasik Road-422101 (Maharashtra)
5. Director, IRISSET, Taa Naka Road, Lalla Guda, Secunderabad-500017
6. Director, IRIMEE, Jamalpur Distt-Jamalpur, PIN-811214 (Bihar).
7. Director, IRITM, Sarswati Residential Estate, IRITM Campus, Manak Nagar, Lucknow

**Copy to:****(A)**

1. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076.
2. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
3. MD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon.
4. CMD, RVNL, August Kranti Bhawan, Plot No.25, 1st Floor, Bhikaji Cama Place, New Delhi.
5. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
6. CMD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001.
7. MD, DFCCIL, 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
8. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi-110021
9. MD, CRIS, Chanakyapur, New Delhi.
10. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon - 122003.
11. CME, IROAF, 12th Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi-110092
12. Managing Director, IRFC Limited, UG Floor, East Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, Pragati Vihar, New Delhi.
13. CMD, IRCTC Ltd., B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi 110001
14. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043.

**Copy to:****(B)**

1. General Secretary, IRCA, DRM Office, New Delhi.
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
5. General Secretary, FROA, Rail Bhawan, New Delhi
6. General Secretary, AIRPA, Rail Bhawan, New Delhi
7. General Secretary, AJSC & STREA, Rail Bhawan, New Delhi
8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSSS Association, Rail Bhawan
11. The Secretary, RBMSA, Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

**(C)**

1. Concerned PSO for kind information of CRB, ME, MTR, MRS, FC, MS, MST, MMM.
2. Chief Vigilance Officers, All Indian Railways.
3. DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), AM(ME), AM/Tele, AM/C&IS, AM/Sig., AM(Plg.), PED/SDE, PED(Bridges), PED(Vigilance), PED/Transformation, EDCE(G), EDCE(P), EDTK(M), EDTK(MC), EDTK(P), EDCE(B&S), EDF(X)-I, EDF(X)-II, ED(Works), EDW(Plg.), ED/Project(Mon.), ED(L&A), ED/SDE, ED(PSU), EDVE, ED(Safety), ED (Sig. Dev.), ED( Tele), EDRS(G), EDRE, EDEE(G), EDFE, EDE(N), ED(Accounts), ED/T&MPP, EDME(Chg.), EDME(Frt.), ED/Plg., ED/MTP, JS(conf), JS(P), JS(G), JS(D), Vigilance-III, Vig(Conf) of Railway Board.

F.No.6/16/2019-PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division

161, North Block,  
New Delhi  
23rd July, 2020

Order (Public Procurement No. 1)

**Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

Attention is invited to this office OM no. 6/16/2019-PPD dated 23<sup>rd</sup> July 2020 inserting Rule 144 (xi) in GFRs 2017, in this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in Annex I.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under Annex II.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -

- a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualifying stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.*
- b) *If the tendering process has crossed the first exclusionary qualifying stage; if the qualified bidders include bidders from such countries, the*

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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
- to all Autonomous Bodies;
  - to public sector banks and public sector financial institutions; and
  - subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
  - to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
  - Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as Annex III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.

(Sanjay Prasad)  
Joint Secretary (PPD)  
Email ID: [js.pfc2.doe@gov.in](mailto:js.pfc2.doe@gov.in)  
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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**Annex I: Competent Authority and Procedure for Registration**

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*.
- B. The Registration Committee shall have the following members\*:
- An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
  - Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
  - Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur\*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

(\*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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**Annex II: Special Cases**

- A. Till 31<sup>st</sup> December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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## Annex III

**Model Clause /Certificate to be inserted in tenders etc.**

*(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)*

**Model Clauses for Tenders**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation—
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."*

Model Certificate for Tenders

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the*

*"/s/*

Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

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

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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F.No.6/18/2019-PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division

161, North Block  
New Delhi  
23rd July, 2020

**Order ( Public Procurement No. 2)**

**Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 –regarding.**

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

  
(Sanjay Prasad)  
Joint Secretary (PPD)  
Email ID: [js.pfc2.doe@gov.in](mailto:js.pfc2.doe@gov.in)  
Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

qualified for award of the tender irrespective of the Order (Public Procurement No. 1) dated 23<sup>rd</sup> July 2020. In such a case, there is no need to scrap the tender.

Example 3: The facts are as in Example 1, but the bidder from a country which shares a land border with India, though technically qualified, is not eligible for award due to the application of price preference as per other orders/ rules. In such a case, there is no need to scrap the tender.

Example 4: Three bids are received in a tender. One of them is a bidder from a country sharing a land border with India. The bidder from such a country does not meet the technical requirements and hence is not qualified. There is no need to scrap the tender.



(Ganesh Prasad)

Joint Secretary (PPD)

Email ID: [js.pfc2.doe@gov.in](mailto:js.pfc2.doe@gov.in)

Telephone: 011-23093882

To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform the clarification to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately circulate this clarification among Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

**संविदा की विशेष शर्तें-भाग-बी**  
**SPECIAL CONDITIONS OF**  
**CONTRACT (SCC)- PART- B**



## संविदा की विशेष शर्तें/ SPECIAL CONDITIONS OF CONTRACT- PART- B

### 1.0 SCOPE OF WORK

Non-Pway Zonal contract for maintenance of petty works, repair work and supply of materials for period of one year under SSE/W/MNI section.

#### A) Brief scope of work is as under

All repairs and maintenance to structures such as staff colonies, officer's quarters, offices, including white washing/colour washing/painting/repairs to water supply and drainage arrangements, repairs to roads, cleaning of catch water drains, repairs to cess, etc. under SSE/Works/MNI as per the items included in the chapters as per Standard Schedule of Rates of CPWD DSR 2023 Vol 1 & Vol 2 and additional items listed in tender.

#### 2. Period completion: This contract shall be valid for 12 months. The completion period as will be stipulated under each of the work orders will be binding on the contractor.

3. The General Notes and Notes appearing against each Chapter and Sub-Chapter of the Schedule of Rates of CPWD DSR 2023 Vol 1 & Vol 2 will be applicable to this contract.
4. The amounts shown against each chapter in Schedule are approximate and for guidance of the contractor. However, this may vary to any extent, as required for the execution of the work as decided by the Engineer and the Contractor shall have no claim on this account at any stage.
5. **Penalty for non-execution of work orders:** A penalty of 10% of the value of work order (including contractor's percentage) will be levied on the contractor, if any of the work orders are not executed/partially executed satisfactorily, at the end of the currency period of the contract agreement.
6. The accepted rates will hold good during contract period from the date of issuing of letter of Acceptance.

### 2.0 GENERAL

- i. The quantities mentioned under Schedule of items (BOQ) may decrease or increase and/or no claim shall be made by contractor due to increase or decrease of any items of the tender. The classification in case of earthwork shall be decided by Engineer-in-charge which shall be final and binding.
- ii. The works specified under this contract shall include all enabling works, preparatory to the construction such as construction of service roads, crossing of nalla / streams / channel /drains strengthening of roads / ground for launching purposes and all other items with contractor's own cost,

requisites necessary and maintenance of works and as per Konkan Railway's Standard General Conditions of Contract- July – 2022 along with latest correction slips / Special Conditions of Contract (SCC) Part A and B.

- iii. Any other incidental / ancillary works connected with construction of above works (tendered contract works) as directed by the Engineer-in-charge.
- iv. Contractor shall have his own surveyor for giving center line, survey work, checking dimension of structures level etc., who will be responsible for accuracy of the work and incorrect works will be re-carried /repaired at contractors own cost at any stage of work.
- v. Survey and setting out the proposed alignment, cross section of work and prepare the necessary drawings / cross-sections / longitudinal sections. Levels should also be taken regularly at desired intervals as directed by Corporation.
- vi. The works includes preparation of completion drawings (all detailed drawings / cross-sections) on polyester based reproducible tracing films made out of AUTOCAD package. (No extra payment for the same). The contractor should submit 3 sets of hard copies of cross section of earthwork profile before start of work and also after completion as finalized. Soft copy in the relevant format shall also be given.
- vii. Where the drawings and specifications describe a portion of the work in only general terms and not in complete details, it shall be understood that only the best general practice is to prevail, materials and workmanship of the best quality are to be employed and the instructions of the Engineer are to be complied with without any extra cost/payment.
- viii. The works shall be executed, as indicated in the nomenclature of each item, Bill of Quantities, Drawings, Specification and Terms and Conditions read in conjunction with those given in this Contract. In the absence of any definite provision in the specifications, contained herein, reference may be made particularly to: -
  - a. For reinforced concrete work- IS: 456-200 and IRS Bridge Code with latest correction slips/amendments specified for, shall be referred.
  - b. For all reinforcement bar works- IS: 1786-2000 with latest correction slips/amendments specified for, shall be referred.
  - c. For items/structure, covered by Railway SOR: as per Central Railway- Indian Railways Unified Standard Specifications (Formation Works, Bridge Works and P. Way Works) – 2021; with latest specification for Materials & works shall be followed.
  - d. CPWD specifications, 2019; for all items pertaining to DSR 2023.

- e. Any other IS code relevant in case the Railway / CPWD standard specifications either refer to or the later is not clear.

**Note** - The list is indicative. The relevant, IS codes shall be followed where the specifications, do not cover any item of works.

ix. **Testing of Materials**

- a. All tests shall be performed at the expenses of the contractor.
- b. All materials to be used in and on every part of the works shall be subjected tested, from time to time, such tests as given in List of Mandatory Tests or as required as per the standard specifications. These tests/norms are the Minimum requirement and the Engineer-in-Charge may supplement these with additional tests/checks according to the site condition, at no extra cost.
- c. The samples for tests shall be in all cases selected by the Engineer-in-charge and supplied by the contractor as part of the contract. If at any time, any material so tested, fails to meet the acceptance criteria, the same shall be removed from the site of works and other materials substituted therefore, but in the absence of any specified test/acceptance criteria, the decision of the Engineer-in-charge shall be final and binding as to whether the said material or materials shall be used on the works, or forthwith removed and other material substituted.
- d. The contractor shall permit the Engineer-in-charge or his authorized representative to be present during any of or all the tests. The notification to the Engineer-in-charge that the work has been completed, the contractor shall make under the direction and in the presence of Engineer-in-charge such tests and inspections as have been specified or as the engineer in-charge shall consider necessary to determine whether or not the full intent of requirements of the plans and specifications have been fulfilled. In case the work does not meet the full intent of the specifications it shall be rectified by the contractor at no extra cost and the contractor shall bear all the expenses for any further tests considered necessary.
- e. The contractor shall arrange for conducting tests, specified in Quality Assurance Plan (QAP), in the presence of an officer, authorized by the Engineer-in-Charge. Full records of all tests conducted shall be maintained by the contractor in the format given by Engineer in-Charge which will be made available to the Engineer-in-Charge or to any officer authorized by him whenever required.

x. **Performance of work**

- a. The term "work" means all the work specified or set forth and required in and by the said specifications, drawings and "Schedule of Quantities", here to annexed or to be implied there from or incidental there to or to

be hereafter specified or required in such explanatory instructions and drawings (being in conformity as aforesaid, shall from time to time, during the progress of the work hereby contracted for as are supplied by the purchaser.

- b. The work shall be performed at place or places specified in the tender or at such other place or places as may be approved by the Railway Administration.

### 3.0 PERIOD OF COMPLETION

- i. **Period of completion will be 12 (Twelve) months** from the date of issue of acceptance letter.
- ii. **Time limit:** Time is the essence of contract and tenderer / contractor is required to complete the work within the period of completion.
- iii. The Contractor should deploy sufficient number of labours, machineries, tools and plants to carry out the work in such way that work shall be complete in targeted time.
- iv. Before tendering, tenderer/contractor shall inspect the site and get himself acquainted about availability of labours, materials, approach road and working condition etc.

### 4.0 PERIOD OF MAINTENANCE

- i. Period of maintenance will be **NIL** from the date of completion of the work, as certified by the Engineer-in-charge.
- ii. The contractor shall maintain and carry out the repairs if any at free of cost during maintenance period for the identified locations as decided by Engineer-in-charge, which is final and binding on the contractor.
- iii. Contractor shall also provide a supervisor, sufficient labours and competent lookout men at work site in monsoon during the period of maintenance.
- iv. The contractor shall be responsible for rectification of defects arising out of defective workmanship /defective materials for this period of twelve months from the date of completion of the work and shall be responsible for replacement of all defective materials and for rectification of all defects at his own cost. The assets shall be handed over to Engineer-in-Charge at the end of the maintenance period as per stipulations given in Technical Specifications.

## 5.0 EXECUTION OF WORK

- i. **Site Clearance** – Before the work is started, all area between the boundary of the plot marking within KRCL property shall be cleared of all obstructions, loose stones, shrubs, rank vegetation, grass, brush-wood, trees and saplings of girth upto 100mm measured at a height of 1m above ground by JCB excavator/ manually and removed upto a distance of 200m inside KRCL property. The work also involves filling up of undulations and excavation/ dressing for proper work clearance.

Any material obtained from the site is the property of the Corporation and the useful materials as decided by the Engineer-in-charge shall be conveyed and properly stacked as directed within the lead specified.

- ii. Approximate quantities are indicated in the Tender schedule and may vary as per site condition for which no claim will be entertained. However, the exact location and quantity will be informed by Engineer-in-charge which is final and binding on the contractor.
- iii. The exact location and unloading point for the removal and unloading of soil, debris/muck will be advised by KRCL and this is binding on the contractor.
- iv. The work of earthwork in hard rock which if requires blasting may require to be carried out under traffic cum power block and under supervision of KRCL supervisor. Traffic/power block will be provided as per availability. No claim will be entertained due to non-availability of traffic/power block.
- v. Contractor should take necessary precaution to protect the track and it's components to avoid contamination of ballast and damage to fittings.
- vi. All the works shall be executed with contractor's men, materials, tools and plant, equipment etc. including cement and steel.
- vii. The contractor shall always ensure sufficient clearance from the railway track as per Railways Standard Schedule of Dimension, so as to pass the train safely and this is binding on the contractor.
- viii. Measurement and payment of work done shall be as per items, rates and quantities in the schedule.
- ix. It shall be clearly understood that the contractor is personally responsible for any omission and commission on the part of men engaged by him. In case of any damages to railway/ public property or injurious to the travelling public on account of failures of contractor to adhere to safety or resulting in an accident, the cost of damages will be recovered from the contractor from this work or

other ongoing works. In addition, the contractor will also be liable for criminal prosecution as per extent rules.

- x. The contractor shall not start any work without the presence of railway supervisor or his representative and contractor's supervisor at site.
- xi. The Engineer-in-charge shall approve the methodology proposed to be adopted by contractor, with a view to ensure safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirements to be adopted/ followed while executing the work.
- xii. There shall be a **Safety Assurance Register** kept at each site, which will have to be signed by both i.e., Railway Supervisor or his representative as well as the contractor's supervisor as a token of their having understood the safety precautions to be observed at work site. In this regard, **Joint Procedure Order on Safety at work site, issued on date- 16.08.2018 shall be strictly followed. (Appendix- 28).**
- xiii. **A Competency Certificate** to the contractor's supervisor as per proforma annexed at Annexure 8/5 of IRPWM shall be issued by AEN/SEN which will be valid only for the work for which it has been issued.
- xiv. Depending upon the availability of power supply at site, the Corporation may consider the request for arranging the power supply on payment basis. If any power supply connection is required for any work, contractor shall submit their request for electric connection to Engineer-in-Charge on payment basis as per rate applicable at that location for supply of power to outsiders. If it is found that, power supply connection is taken without permission, penalty will be imposed as decided by Engineer-in-Charge.
- xv. Contractor should arrange for the lookout men at both ends of worksite to protect the track as well as to warn his labours working at site about movement of trains during the time of work. No extra payment will be made towards the cost of engagement of lookout men. If contractor fail to deploy labours for protecting the track, Corporation will arrange the lookout men and recovery will be made as per extant rules.
- xvi. No compensation will be paid by the Corporation in case of injury or death to contractor's workers and the Contractor shall indemnify the Corporation of any responsibility in this regard. The contractor must obtain Group insurance or any equivalent Insurance cover in respect of his workers.
- xvii. After completion of work, the site shall be cleared of all muck and debris within period of 10 days from the date of completion of work. If contractor fails to do so, the muck/debris will be got removed by another agency and the cost will be recovered from the contractor. All materials arising out of the clearing shall be pushed outside the clearing limit and shall remain the property of the

Railway. Trees, shrubs, poles, fences, signs, monuments, pipe lines, cable, etc. adjacent to the area which is not required to be disturbed during site clearance shall be properly protected by the contractor at his own cost.

## 6.0 SUPPLY OF MATERIALS

- a) Materials, such as cement, steel, etc. required for the works has to be procured by the contractor/ tenderer at his own cost from the approved manufacturer/ supplier. Before purchasing the materials, the contractor has to submit credentials of the manufacturer/ supplier.
- b) The structural steel shall be purchased from the RDSO approved vendor. The tenderer/ Contractor has to submit a copy of quality certificate of the product in this effect. The cost of loading, leading and unloading etc. shall be borne by the contractor.
- c) All materials that are to be supplied and used for the work by the Contractor should be got approved by the Engineer-in-Charge before use/supply.

## 7.0 DETAIL INSTRUCTIONS TO ENSURE SAFETY OF RUNNING TRAINS

- a. **Handing over of work site to contractor:** A written letter shall be issued from the supervisor along with a sketch indicating the jurisdiction of railway boundary, working area of the contractor indicating danger mark for infringement of machine working adjacent to railway alignment.
- b. **Layout Plan:** A layout plan for OFC cable / electrical cable/ OHE Mast & its installations etc., shall also be indicated in the work site plan which shall jointly be signed by the contractor and supervisors of the entire concerned department i.e., Engineering, S & T and Electrical.
- c. **Entry of machinery in railway premises:**  
After taking over the work site by the contractor from the supervisor concerned, he shall take a written permission from the supervisor for deploying the machines at actual work site. He shall also certify that the machine is stationed at a safe spot at the end of the day and mark such spot on the work site plan itself.
- d. **Depositing key of the machines to the concerned railway supervisor:**  
After stabling the machineries at the nominated place by the concerned supervisor, the contractor shall deposit the key of the machinery with the railway supervisor. Next day for starting the work, the concerned supervisor will hand over the key to the operator of the machine only for the actual deployment of the machine for the work and no miscellaneous work or main work shall be permitted without the presence of railway supervisor.
- e. **Withdrawal of machines from the work site after completion of work:**  
Even for the purpose of withdrawal of machines from work site or from the

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

- f. Vehicles and equipments of contractors can be drafted by Railway administration in case of accidents/ natural calamities involving human lives.
- g. Contractor should arrange for the lookout men with safety minimum safety equipment as per G&SR, at both ends of worksite to protect the track as well as to warn his labours working at site about the movement of running trains.

## **8.0 SAFETY**

- i. Contractor shall ensure safety of all labour / employees deployed for the execution of the work and will make all safety arrangements (safety gadgets etc.) to this effect as necessitated by the nature of the work.
- ii. Contractor shall ensure First Aid arrangements with one trained staff made available at site.
- iii. Contractor has to carry out the work under traffic & power block. Block will be provided as per the availability. The wastage of labour, if any, occurring on account of non-availability of block would not be paid for. No claims on such account shall be entertained.
- iv. The excavated materials will not be deposited in such way as to obstruct flow of water in drain. The materials removed from foundation excavation shall be disposed as directed by Engineer-in-charge away from work site at the nominated dumping yard.
- v. The work shall be carried out such a way that no infringement will be caused to the minimum Schedule of Dimension or dangerous to movement of trains.
- vi. The contractor shall not start any work on the track under traffic condition without presence of the corporation's supervisor at site. In case the contractor or his representative starts any work in the absence of supervisor, it shall be treated as unauthorised and illegal tampering with the track and shall be liable for action under Indian Railway act.
- vii. The work shall be carried out under traffic conditions. Traffic and power block for carrying the work will be arranged by KRCL without affecting the train services. Contractor has to organise his works in such a way that no activity is held up for want of adequate block or non-availability block on any particular day. There shall be no detention of Railway traffic on account of any activity



of the contractor or his men. Contractor will be penalised as under in case of detention of trains due to his failure in clearing traffic block after ensuring safety.

- i) Rs.10,000/- per hour in case of mail/express trains.
- ii) Rs.5,000/- per hour in case of goods trains.

## **9.0 SITE INSPECTION REGISTER**

- i. The site inspection registers will be maintained by the Engineer or his representative, in which the contractor will be bound to sign day to day entries made by the Engineer or his representative. The contractor is required to take note of the instructions given to him through the site inspection register and should comply with the same within reasonable time. The contractor will also arrange to receive all the letters issued to him at the site of works.
- ii. Site order book, progress register, material issue register and Hindrance register shall be maintained at site and entries will be recorded on day-to-day basis in the registers and signed jointly by Engineer's representative and by contractor or his authorized representative.
  - a) Site order register: - The contractor shall promptly comply with site orders given therein by the Engineer or his representative or superior officers. The compliance shall be reported by the contractor to the Engineer in reasonable time so that it can be checked.
  - b) Labour Register: - This register will be maintained to show daily strength of labour in different categories employed by the contractor.
  - c) Plant and machinery register: - This register will record daily particulars of machinery with the contractor.
  - d) Daily Activity Register: - All activities are required to be chronologically logged in this book, shifts wise and date-wise.
  - e) Unusual occurrences register: - All unusual occurrences are required to be chronologically logged in this book.
  - f) Hindrance register: - Hindrance which occurred at site and work progress held up shall be entered and recorded in this register.
  - g) Consumable register: - All consumable usage shall be promptly recorded in this register. All these register/records will be signed jointly by the Engineer's representative and the contractor.
- iii. All other registers required for day-to-day work and keeping the records related to quality/ tests/ specifications/ reports etc shall also be maintained and signed jointly. All registers shall be purchased by the contractor and should be submitted along with each on account and final bill.

## **10.0 MINIMUM REQUIREMENT OF PLANT AND MACHINERY**

- 10.1 For list of minimum essential Machinery/ Equipment to be deployed at the work site, please refer to **Appendix- 13**. The list is indicative only.

## **11.0 STANDARD SPECIAL CONDITIONS FOR TRACK WORKS**

- 11.1 The Contractor shall not start any work on the track under traffic conditions without the presence of the corporation's representative at site. In case the Contractor or his representative starts any work in absence of the Engineer's representative it shall be treated as unauthorised and illegal tampering with the track and the contractor shall be liable for action under the Indian Railway Act.
- 11.2 In case any train is detained at the approach of work site or at a station on account of its passage being considered unsafe by Corporation's representative due to bad workmanship of contractor or the track parameters being unsatisfactory for safe passage of trains, or due to the contractor leaving the work unfinished or due to work being delayed by the contractor, the corporation shall be entitled to recover detention charges from contractor's bills or security deposit or any other dues. Detention to trains as determined by the corporation shall be final and binding upon the contractor.
- 11.3 In case an accident occurs at the work site and the findings of the Enquiry Committee set up by the Corporation to investigate the cause of the accident shall be final and binding on the Contractor. If Contractor is held responsible for the accident, the contract shall liable to be terminated forthwith notwithstanding the provisions of the General conditions of Contract.
- 11.4 Irrespective of invoking provisions of clause 11.3 as above mentioned or otherwise, penalty up to an upper limit of 10% of the total cost of the work may be imposed in case an accident occurs due to Contractor's negligence as decided by the Corporation whose decision shall be final and binding on the contractor. The Contractor is also liable for prosecution if loss of life is involved.
- 11.5 Contractor should arrange for the competent/ trained lookout men at both ends of worksite to protect the track as well as to warn his labours working at site about the movement of trains. If contractor fail to deploy lookout men for protecting the track, Corporation will arrange the lookout men and recovery will be made as per extant rules.
- 11.6 No compensation will be paid by the Corporation in case of injury or death to contractor's workers and the Contractor shall indemnify the Corporation of

any responsibility in this regard. The contractor must obtain Group insurance in respect of his workers.

- 11.7 Notwithstanding the provisions of clause 62 of KRCL's General Conditions of contract, July- 2022, the Corporation reserves the right to terminate the contract with immediate effect; if the Contractor is found responsible for any breach of rule which affects the safe running of trains
- 11.8 Contractor shall proceed with the work in a systematic manner so as to ensure that stretch of track under speed restrictions and its duration are the minimum. The decision of the Engineer in this respect shall be final and binding.
- 11.9 Contractor's technical supervisor shall be present at work site, at all times, when the work is being executed. The contractor shall employ adequate number of workers to give consistent and desired progress per day.
- 11.10 The contractor shall arrange for the safe custody of the Corporation's materials supplied/hired to him. In case of loss of Corporation's materials, the Corporation will recover the cost as per extant rules.
- 11.11 For executing the works the contractor has to arrange his own tools, plant and equipment, unless otherwise stated in the schedule. Corporation shall provide equipment which is specifically mentioned in the description/ specification of items in the schedule. In all other cases, hire charges as per extant rules for the tools, plant and equipment supplied by the Corporation to the contractor will be recovered from his bills/ security deposit/or any other dues.
- 11.12 Availability of temporary speed restriction boards shall be arranged by the Corporation. Contractor has to make his own arrangement, at his own cost of labours etc, to provide the boards at site as per instruction of site engineer of KRCL and ensure that all temporary speed boards are placed without any infringement to running train.
- 11.13 Rails, sleepers and permanent way fittings shall be handled carefully so as to avoid any damage rendering them unsuitable for use (concrete sleepers shall preferably be handled by mechanical equipments). The cost of damages if any will be recovered from the contractor's bills/security deposit/other dues.
- 11.14 In the course of execution of any of the works specified in the schedule, if any damage occurs to rails, sleepers or other permanent way materials, rendering them unsuitable for use, cost of the materials damaged shall be recovered by the Corporation from the contractor as per extant rules.
- 11.15 Proper care should be taken to protect the track as well as OFC/ Electrical/ OHE cables and its installations from damage during the execution of works. If damage is occurred due to negligence of contractor, the penalty of Rs.1.0 lakh or actual cost whichever is more of each incidence should be levied and

binding on the contractor. **A Joint Procedure Order of dated- 17.07.2023 issued on “Undertaking digging work in the vicinity of Signalling, Electrical and Telecommunication cables”, shall be strictly followed (Appendix- 29).**

- 11.16 Corporation will spare two sets of dip Lorries on demand of contractor. Contractor will have to return the diploories in the same working condition in which they were issued to the contractor. Failing this the cost of repair of the diploory will be recovered from the payment due to the contractor under the contract. Contractor should use diploory under traffic block and under the supervision of KRCL site engineer as per procedure laid down in IRPWM. If it is found that contractor is adopting wrong procedure, action will be taken as per GCC. Contractor should ensure that whenever, diploory are not in use, the same are properly secured away from the track.
- 11.17 When materials are being moved on track under Para 1120 of Indian Railway P. Way Manual by material trolley/ diploory, movement shall be permitted strictly under the control and supervision of Engineer's representative holding a competency certificate for working lorries/trolleys in the section. When materials are moved on material trolley/ diploory under para 1120(4) of IRPWM without block protection, unloading/ loading of the material trolley/ lorry to permit movement of trains may become necessary. Such incidental loading(s)/ unloading(s) shall not entail measurement for payment.

## **12.0 NON-COMPLIANCE WITH THE INSTRUCTIONS / DIRECTIVES OF ENGINEER'S REPRESENTATIVE**

- 12.1 The contractor shall always comply with the instructions/directives issued by the Engineer's Representative from time to time. In the event of non-compliance with such instructions/directives, apart from and in addition to other remedies available to the Corporation as specified herein above, the Engineer's Representative may employ at the work site required workers with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of railway traffic. The decision of the Engineer's is final.
- 12.2 Representative in regard to the need, appropriateness and adequacy of the deployment of the required workers with necessary equipment shall be final, conclusive and binding on the contractor. The number of workers and other resources so deployed by the Corporation will be intimated in writing by the Engineer to the Contractor soon after such deployment.
- 12.3 When the required staff / workers with necessary equipment are deployed in the above manner, recovery at the following rate shall be made from the Contractor's dues under this contract or any of his other contracts. The recovery for the total number of man hours so deployed at the work site for the above purpose shall be made as per prevailing rates per man hour as decided by KRCL.

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

### **13.0 PERSISTENT NON-COMPLIANCE WITH INSTRUCTIONS/ DIRECTIVES OF ENGINEER'S REPRESENTATIVE**

- 13.1 In case the contractor persistently does not comply with the instructions/ directives of the Engineer's representative, apart from and in addition to the remedies available to the Corporation as specified herein above, the Engineer's Representative without prejudice to the Railway's rights in this regard, can suspend the Contractor's work till the Engineer's Representative is satisfied that the contractor has taken necessary steps and is in a position to comply with the instructions issued by the Engineer's representative.
- 13.2 The decision of the Engineer's representative in this regard shall be final, conclusive and binding on the Contractor. The Contractor shall not have claim whatsoever against the Corporation for such suspension of the work.
- 13.3 During such period of suspension of work, the Contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt on the part of the Contractor shall tantamount to tampering of the railway track, for which the contractor shall be liable for appropriate action under the relevant provisions of the Indian Railway Act or any other Act applicable/ enforceable from time to time.

### **14.0 MISCELLANEOUS**

- 14.1 The Specifications mentioned in Technical Specifications herein above shall be prime governing.
- 14.2 Where there is conflict between IRS & IS Specifications, IRS Specifications shall prevail.
- 14.3 Where there is no provision of Specifications in IRS, the IRC Conditions shall be followed.
- 14.4 The decision of Engineer-in-charge or above of the Corporations shall be final and binding in the interpretation of the clause of the Codes of practice and Specifications under the Technical Specifications of this tender and no claim whatsoever shall be entertained on this account by Railway/ Corporation. Any difference of opinion between Engineer's representative and contractor shall be referred to Engineer-in-charge.

- 14.5 The appeal against decision of Engineer-in-charge shall lie with General Manager/Project or his superior whose decision shall be final and binding. Items under this scope shall be deemed to be "Excepted Matters".
- 14.6 Apart from the basic data, Specifications etc. all items of works shall be governed by the codes given in the clause above, as revised/corrected/amended upto the time of submission of the tender/negotiated rates for acceptance.
- 14.7 KRCL reserves the right to reject or alter any part of the work executed by the Contractor, which in the judgement of KRCL does not comply with the requirements of the said/ prevailing Specifications. The decision of KRCL shall be final and conclusive for all purpose and contractor shall have no claim on this account, whatsoever.

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**मद, दर, और मात्रा की अनुसूची**  
**SCHEDULE OF ITEMS, RATES AND QUANTITIES**

**Name of work: NON PWAY SECTIONAL CONTRACT FOR MAINTENANCE OF PETTY WORKS, REPAIR WORKS AND SUPPLY OF MATERIALS UNDER SSE/WORKS/MNI SECTION FOR THE YEAR 2026-27**

**Name of work: NON PWAY SECTIONAL CONTRACT FOR MAINTENANCE OF PETTY WORKS, REPAIR WORKS AND SUPPLY OF MATERIALS UNDER SSE/WORKS/MNI SECTION FOR THE YEAR 2026-27**

**Schedule-A**

<b>S.No</b>	<b>(DSR 2023) Chapter No</b>	<b>DESCRIPTION OF THE WORK</b>	<b>Unit</b>	<b>Approx cost (Rs)</b>	<b>Add Escalation</b>	<b>Total amount Rs.</b>
1	Chapter No 0.1	Hire charges of plants and machinery	Lumsum	4123.00	5.89% above	4365.84
2	Chapter No 0.2	Labour	Lumsum	20615.00	5.89% above	21829.22
3	Chapter No 0.3	Materials	Lumsum	50218.00	5.89% above	53175.84
4	Chapter No 0.4	Carriage codes	Lumsum	25150.30	5.89% above	26631.65
5	Chapter No 1	Carriage of material	Lumsum	57722.00	5.89% above	61121.83
6	Chapter No 2	Earth work	Lumsum	58464.14	5.89% above	61907.68
7	Chapter No 4	Concrete work	Lumsum	75698.28	5.89% above	80156.91
8	Chapter No 5	Reinforced cement	Lumsum	58381.68	5.89% above	61820.36
9	Chapter No 6	Masonry work	Lumsum	58381.68	5.89% above	61820.36
10	Chapter No 7	Stone work	Lumsum	58381.68	5.89% above	61820.36
11	Chapter No 8	Cladding work	Lumsum	75698.28	5.89% above	80156.91



12	Chapter No 9	Wood and PVC work	Lumsum	75698.28	5.89% above	80156.91
13	Chapter No 10	Steel work	Lumsum	684418.00	5.89% above	724730.22
14	Chapter No 11	Flooring	Lumsum	134904.56	5.89% above	142850.44
15	Chapter No 12	Roofing	Lumsum	67452.28	5.89% above	71425.22
16	Chapter No 13	Finishing	Lumsum	219343.60	5.89% above	232262.94
17	Chapter No 14	Repairs to building	Lumsum	299577.18	5.89% above	317222.28
18	Chapter No 15	Dismantling and demolishing	Lumsum	67452.28	5.89% above	71425.22
19	Chapter No 16	Road work	Lumsum	301803.00	5.89% above	319579.20
20	Chapter No 17	Sanitary installations	Lumsum	217364.56	5.89% above	230167.33
21	Chapter No 18	Water supply	Lumsum	284816.84	5.89% above	301592.55
22	Chapter No 19	Drainage	Lumsum	183638.42	5.89% above	194454.72
23	Chapter No 21	Aluminum work	Lumsum	67452.28	5.89% above	71425.22
24	Chapter No 22	Water proofing	Lumsum	41889.68	5.89% above	44356.98

25	Chapter No 23	Rain water harvesting	Lumsum	41972.14	5.89% above	44444.30
26	Chapter No 25	Structural glazing aluminum composite panel	Lumsum	55413.12	5.89% above	58676.95
27	Chapter No 26	New Technologies	Lumsum	41230.00	5.89% above	43658.45
Net total Rs.						<b>3523235.89</b>
Contractor's Percentage I.e ----- At Par/Above/below						

Note: (Basic value considered is multiplied with MF 0.8246)

Signature of Contractor

Deputy Chief Engineer/Works  
For and on behalf of  
Konkan Railway Corporation Limited  
Ratnagiri

Name of work: NON PWAY SECTIONAL CONTRACT FOR MAINTENANCE OF PETTY WORKS,

Tender No: KR-RN-DYCEW-ZONAL-7-2026 Dated 09/06/2026  
REPAIR WORKS AND SUPPLY OF MATERIALS UNDER SSE/WORKS/MNI SECTION FOR THE  
YEAR 2026-27

**Schedule-B**

S.No	(USSOR 2011) Chapter No	DESCRIPTION OF THE WORK	Unit	Approx cost (Rs)	Add Escalation	Total amount Rs.
1	Chapter 1	Earth work	Lumsum	55264.32	47.43% above	81476.19
2	Chapter 2	Carriage of materials	Lumsum	55264.32	47.43% above	81476.19
3	Chapter 3	Stone work	Lumsum	45979.20	47.43% above	67787.13
4	Chapter 4	Flooring, paving and Dado	Lumsum	45979.20	47.43% above	67787.13
5	Chapter 5	Water supply	Lumsum	45979.20	47.43% above	67787.13
6	Chapter 6	Drainage and sewage	Lumsum	45979.20	47.43% above	67787.13
7	Chapter 7	Fencing and Boundary works	Lumsum	45979.20	47.43% above	67787.13
8	Chapter 8	Supply of materials	Lumsum	45979.20	47.43% above	67787.13
9	Chapter 9	Additional items	Lumsum	45979.20	47.43% above	67787.13
Net total Rs.						<b>6,37,462.29</b>
Contractor's Percentage I.e ----- At Par/Above/below						

Basic value considered is multiplied with MF 0.8928

Signature of Contractor

Deputy Chief Engineer/Works  
For and on behalf of  
Konkan Railway Corporation Limited  
Ratnagiri

**निविदा दस्तावेज की समाप्ति**  
**END OF TENDER DOCUMENT**