



KONKAN RAILWAY CORPORATION LIMITED
(A Government of India Undertaking)

TENDER DOCUMENT

2026

e -TENDER

TENDER FOR

REPLACEMENT OF ALUMINIUM ALONG FEEDER WIRE WITH 150 SQMM COPPER WIRE INCLUDING SUPPLY, INSTALLATION, TESTING & COMMISSIONING (SITC) AT KALAMBANI TSS UNDER RATNAGIRI REGION OF KONKAN RAILWAY.

CORPORATE OFFICE/REGISTERED OFFICE

**KONKAN RAILWAY CORPORATION LTD,
BELAPUR BHAVAN, SECTOR 11,
CBD – BELAPUR, NAVI MUMBAI
(MAHARASHTRA) 400 614**

REGIONAL OFFICE

**KONKAN RAILWAY CORPORATION
LTD, RRM OFFICE, MIDC, MIRJOLE,
RATNAGIRI (MAHARASHTRA) -415639**

INDEX

INDEX

(Indicative – to be changed as applicable)

Sl. No.	Description	Page No.
	e-Procurement Notice	9-10
	Tender Form (Form of Bid)	11-12
	Instructions to Tenderer/s	13
	(A) GENERAL	
1.0	Introduction	14
2.0	Description of the project	14
3.0	Brief Scope of work	14
4.0	Brief about Bid	14
5.0	Eligibility Criteria	14
5.1	General	14
5.2	Technical Eligibility Criteria	14
5.3	Financial Eligibility Criteria	15
5.4	Bid Capacity	15
5.5	Eligible Tenderer/s	15
6.0	Availability of Bid Documents	15
7.0	One Bid per Tenderer	15
8.0	Cost of Bidding	16
9.0	Site Visit	16
	(B) BIDDING DOCUMENTS	
10.0	Content of Bidding Documents	16
11.0	Pre-bid meeting	16
12.0	Amendment of Tender Documents	16
	(C) PREPARATION OF BID	
13.0	Language of Bid	17
14.0	Bid Prices	17
15.0	Currencies of bid and payment	17
16.0	Period of validity of the tender	17
17.0	Earnest Money Deposit (EMD) / Bid Security Declaration	17-19

Sl. No.	Description	Page No.
18.0	Forfeiture of Earnest Money	20
19.0	Return of Earnest Money	21
20.0	Identity of Tenderer	21
21.0	Joint Venture/Consortium	21
	(D) SUBMISSION OF BIDS	
22.0	Signing of all Bid papers and Completing Bill of Quantities	22
23.0	Understanding and Care in Submission of tender	22-23
24.0	Documents to be submitted by tenderer/s	23-26
25.0	Submission of Tender	26
26.0	Deadline for submission of tender	27
	(E) BID OPENING AND EVALUATION	
27.0	Opening of the tender	28
28.0	Withdrawal of tender	28
29.0	Preliminary Examination of Bids	28
30.0	Clarification of the Bids	28
31.0	Negotiations	28
32.0	Disqualification	29
33.0	Canvassing	29
34.0	Right of KRCL to deal with Tenderers	29
	(F) AWARD OF CONTRACT	
35.0	Award of Contract	29
36.0	Execution of Contract Agreement	30
37.0	Form of Contract Documents	30
	GENERAL CONDITIONS OF CONTRACT	32
	SPECIAL CONDITIONS OF CONTRACT - PART-A	33
	(A) DEFINITIONS	
1.0	Definitions	33-37
	(B) GENERAL OBLIGATIONS	
2.0	Safety Procedures	37-38

Sl. No.	Description	Page No.
----------------	--------------------	-----------------

3.0	Quality Assurance Plan (QAP)	38
4.0	Publicity	38
5.0	Official Secrets Act 1923	39
6.0	Royalties and Patent Rights	39
7.0	Dissolution of Contractor's Firm	39
8.0	Documentation of Works and Final Submissions	39
9.0	Change in Address	40
	(C) EXECUTION OF WORKS	
10.0	Site Clearance at start of work	40
11.0	Occupation and Use of Land	40
12.0	Land	40
13.0	Felling of Trees	40
14.0	Working Hours	40
15.0	Survey	41
16.0	Setting out works	41
17.0	Enabling Works	41
18.0	Urgent Work	41
19.0	Duties and Powers of Engineer-in-charge's Representative	42
20.0	Priority of Documents and Specifications	42
21.0	Programme of Construction	43
22.0	Drawings for Works	43
23.0	Delay and Extension of Contract Period	43
24.0	Maintenance/Defects Liability Period	43
	(D) INSURANCE	
25.0	Insurance	43
	(E) PRICE VARIATION	
26.0	Price Variation	44
	(F) ADVANCES AND PAYMENTS	
27.0	Mobilization Advance	44
28.0	Plant & Machinery Advance	44

Sl. No.	Description	Page No.
---------	-------------	----------

29.0	Stage Payment on Supply of Steel	44
30.0	Payment of Bills	44
31.0	Performance Guarantee	45
32.0	Security Deposit	46
33.0	Taxes and Duties	46-47
	(G) VARIATION & MISCELLANEOUS	
34.0	Variation in Quantities	47
	(H) MATERIALS, TOOLS, PLANTS & MACHINERY AND POWER SUPPLY	
35.0	Transport, Custody and Storage of Material	47
36.0	Material Procurement and Reconciliation Statement	47
37.0	Materials Used or issued in excess of requirement	48
38.0	Materials Used less than the requirement	48
39.0	Tools , Plants and Machinery	49
40.0	Deployment of Plant and Machinery	49
41.0	Workmanship and Testing	49
42.0	Removal of Improper Works, Materials and plant & Machinery	49
43.0	Sufficiency of Construction Plants and Equipments	50
44.0	Power Supply	50
45.0	Site Office/Rest House/ Site laboratory for Railway	50
	(I) TELECOMMUNICATION	
46.0	Telecommunication Facilities	50
	(J) PROTECTION OF ENVIRONMENT	
47.0	Protection of Environment	51
47.1	General	51
47.1.1	The Water (Prevention and Control of Pollution) Act, 1974	51
47.1.2	The Air (Prevention and Control of Pollution) Act, 1981	51
47.1.3	The Environment (Protection) Act, 1986	51
47.1.4	The Public Liability Insurance Act, 1991	51

Sl. No.	Description	Page No.
47.1.5	Environmental & Forest Clearances	51
47.2	Environmental Management Plan during Construction	51
	(K) MANPOWER	
48.0	Employment of Qualified Engineers	52
	(L) LABOUR	
49.0	Payment of wages & Minimum wages	53
50.0	Contractor to indemnify Corporation	54
51.0	Claims on account of violation of labour laws	54
52.0	Employees Provident Fund	55
53.0	Employees Pension Scheme	56
54.0	Engagement of local labour, land oustees, transporter and other service facilitators	56
	(M) ARBITRATION AGREEMENT	
55.0	Settlement of Disputes	56
56.0	Settlement through Court	56
55.0	Special condition of Contract.	58-63
56.0	Schedule rates and quantity	64-66
	APPENDICES	68
Appendix – 1	Tenderer/s Information	69
Appendix – 2	Compliance Certificate	70
Appendix – 3	Statement of Works abandoned / left incomplete	71
Appendix – 4	Affidavit to be submitted/uploaded by tenderer along with the tender documents	72
Appendix – 4	Certificate of Familiarization duly filling the blank spaces	73
Appendix – 5	Contractual Payment received	74-76
Appendix – 6	Agreement for Work	77-79
Appendix – 8	BID security	80-81
	Approved makes	83-84

e-PROCUREMENT NOTICE

e-PROCUREMENT NOTICE

 सादर सेवा	KONKAN RAILWAY CORPORATION LTD. (A Government of India Undertaking) Belapur Bhavan, Plot No.6, Sector-11, CBD Belapur, Navi Mumbai 400614, Maharashtra. Tel :- +91 22 27572015-18
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e-Tender Notice No: KR/RN/EL/T/16/2026 dated 23/06/2026

- 1 Regional Electrical Engineer, Ratnagiri Konkan Railway, Maharashtra invites online bids in single packet system on prescribed form from bonafide firms/companies having requisite experience and financial capacity for execution of the work Supply, erection and commissioning **Replacement of Aluminium Along feeder wire with 150 sqmm copper wire including Supply, Installation, Testing & Commissioning (SITC) at Kalambani TSS under Ratnagiri Region of Konkan Railway.** The bidder is advised to examine carefully all instructions including addendum/ corrigendum(s), condition of contract data, forms, terms, technical specifications, bill of quantities in the bid document.
- 2 **Approximate Cost of Work: Rs. 23,74,758/- (Twenty Three Lakh Seventy Four Thousand Seven Hundred Fifty Eight only) Excluding GST.**
- 3 **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.
- 4 **Payment of Earnest Money Deposit and Tender Document Cost**

Tender Document Cost - NIL
Payment of **Earnest Money deposit** (EMD- Rs 47,500/-) /Bid security in respect of e-tendering, should be submitted through any mode as detailed in Tender document.
- 5 **Accessing/ Purchasing of Bid Documents**
 - 1 The complete Bid Document can be viewed / downloaded from the e-Procurement portal i.e. <https://www.ireps.gov.in>
 - 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.
 - 3 It is also required for the bidder to get firm/company registered with IREPS. The detailed IREPS manuals & procedure for E-tendering is available on Indian Railway's website - <https://www.ireps.gov.in>.
 - 4 Tender documents will be available online on website <https://www.ireps.gov.in> which can be downloaded free of cost till the last date and time of submission of tender.
 - 5 Website <https://www.ireps.gov.in> may be referred for detailed terms and conditions

of the bidding documents, which is available on line. Amendments/ Corrigendum/Addendum, if any would be hosted on the website only.

6 Pre-bid meeting: NA @hrs (if applicable)

7 Bidding Start Date: From As per IIEPS portal.....

8 Date & time for submission of Bid : 14/07/2026 upto 15.00.Hrs (IST)

9 Date & time for opening of Bid : 14/07/2026 @ 15.30 Hrs (IST)

10 Address for e-bid opening

Office of the Regional Electrical Engineer
Konkan Railway Corporation Ltd.,
RRM Office, MIDC,
Mirjole, Ratnagiri, 415639
Maharashtra,

11 Policy for Micro, Small and Medium Enterprises (MSMEs) Registered Firms:

1 Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.

2 Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

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

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

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

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

4 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 L.1 price.

12 Completion period: Three Months

13 Validity of the offer: 45 days from the date of opening of Tender (Technical Bid).

14 Policy for Startups Registered Firms and Make in India : Policy for startup registered firms and make in India : In accordance with policy, the provisions pertaining to startup India register firms and make in India initiatives shall apply. Notwithstanding the foregoing, it is expressly clarified that, for the purpose of this

tender, no relaxation whatsoever shall be admissible in respect of the respect of the Technical and/or financial eligibility criteria for startup firms. All startup firms intending to participate shall be required to comply in full with the prescribed eligibility requirement, which shall be applicable uniformly and without exception to all bidders. Any bid submitted failing to meet the offersaid eligibility criteria shall be summarily rejected without further consideration.

Tender Form (Form of Bid)

TENDER FORM (FORM OF BID) (With EMD)

The REE/ ratnagiri,
Konkan Railway Corporation Ltd.,
RRM office, MIDC,
Mirjole,
Ratnagiri- 415 639

1. I/We _____ [Name and address of the tenderer] have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of -- **days** from the date fixed for opening the same and in default thereof I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for Konkan Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respect within _____ months from the date of issue of letter of acceptance of Tender.

Name of work:

.....
.....
.....

e-Tender Notice No.....dated.....

2. I/We also hereby agree to abide by the Konkan Railways Standard General Conditions of Contract – July 2022 with all correction slips up-to-date and to carry out the work according to the special conditions of contract and specifications of materials and works as laid down by Railway in the annexed special conditions/specifications, schedule of rates with all correction slips up-to-date for the present Contract.
3. A sum of **Rs. (Rupees.....)** has already been deposited online as earnest money. The Full value of Earnest Money shall stand forfeited without prejudice to any other rights 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.
 - c) I/We do not commence the work **within fifteen days** after the receipt of orders to that effect
4. 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 Earnest Money.
5. We are a 100% Govt. owned PSUs and hence exempted from payment of Earnest Money.
6. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Earnest Money.
7. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

SIGNATURE OF WITNESSES

- 1.
- 2.

SIGNATURE OF TENDERER(S)

DATE:

ADDRESS:

SEAL:

Instructions to Tenderer/s

INSTRUCTIONS TO TENDERER/S

A. GENERAL

- 1 **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 Description of the Project: **Replacement of Aluminium Along feeder wire with 150 sqmm copper wire including Supply, Installation, Testing & Commissioning (SITC) at Kalambani TSS under Ratnagiri Region of Konkan Railway.**

3 **Brief Scope of work:**

Replacement of Aluminium Along feeder wire with 150 sqmm copper wire including Supply, Installation, Testing & Commissioning (SITC) at Kalambani TSS under Ratnagiri Region of Konkan Railway.

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

4 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 **Three Months** from date of issue of letter of acceptance to successful tenderer.

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

4.4 The system of e-tendering will be of **“Single 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 **Eligibility Criteria**

5.1 **General:** It shall be based upon the Tenderer **meeting with all the criteria** regarding technical capability and competence, financial capability and bid capacity including having adequate organizational resources and other stipulations of Tender.

5.2 **Technical Eligibility Criteria**

A) **Only contractors, having valid Electrical Contractor’s license are eligible. Tenderer should submit a self-attested copy of such license along with their offer. Offers received from tenderers, not having valid license shall be summarily rejected. (For participating**

in tender, the contractor shall have to possess valid Electrical License of appropriate voltage issued by competent authority to work at site where proposed work is required to be carried out (i.e. in Maharashtra) for compilation of rule of Indian Electricity rules 1956 or as amended from time to time).

- B) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: "Execution of OHE/TRD works, electrical maintenance infrastructure works, fabrication and erection of steel structures, maintenance facilities, storage systems, workshops, service facilities or other allied traction/electrical infrastructure works executed for Indian Railways, Konkan Railway, Metro Railways OR Railway PSUs."

B1 GTP - Guaranteed Technical Particulars) as per given format shall be submitted by bidder else offer shall be summarily rejected

5.3 Similar work:

The tenderer must have completed successfully at least one work of

Similar Work" shall mean execution of OHE/TRD works, electrical maintenance infrastructure works, fabrication and erection of steel structures, maintenance facilities, storage systems, workshops, service facilities or other allied traction/electrical infrastructure works executed for Indian Railways, Konkan Railway, Metro Railways OR Railway PSUs.

Tenderer should submit a copy of completion certificate for any such work along with their offer. Offer received from tenderer, not having completion certificate for any such work shall be summarily rejected.

The Tenderer shall submit necessary proof in the form completion certificates from the respective principal clients in support of their technical capability.

Only those works which have been executed for the Govt./ semi Govt./PSU and Public Listed Company as mentioned above shall be considered.

5.4 In the case of a Joint Venture (Applicable for Tenders having value more than Rs. 10 crore)

5.5 Financial Eligibility Criteria

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

V= Advertised value of the tender and

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

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

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

the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

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

The Tenderer shall submit an affidavit stating that they are not liable to be disqualified and all there statements / documents submitted along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed. Non submission of an affidavit by the bidder shall result in summary rejection of his/ their bid. And it shall be mandatorily incumbent up on the tenderer to identify, state and submit the supporting documents duly self-attested by which they/ he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of tender committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned is attached along with.

5.6 Eligible Tenderer/s

1 The invitation for bids is open for all Tenderer/s satisfying the eligibility criteria as defined in clause No. 5.2, 5.3 & 5.4 above and who are not disqualified by following sub clauses 5.5.2 to 5.5.3.

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

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

6 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 Regional Electrical Engineer, Konkan Railway Corporation Ltd., MIDC, Ratnagiri – 415639. 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 One bid per Tenderer

7.1 Each Tenderer shall submit only one bid for a tender.

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.

8 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 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. The site conditions may be inspected on any working day with the prior appointment with REE/KRCL/Ratnagiri.

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

B. BIDDING DOCUMENTS

10 Content of Bidding Documents

10.1 The bidding documents include the following:

- E-Procurement Notice
- Tender Form (Form of Bid)
- Instructions to tenderer/s
- General Conditions of Contract
- Special Conditions of Contract - Part A and Part B
- Appendices - 1 to ____
- Annexure – 1 to ____
- Schedule of Rates, Items & Quantities

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

10.3 Copies of the Konkan Railways Standard General Conditions of Contract- January 2021 can be obtained from the Office of the Chief Engineer, Konkan Railway Corporation Limited, Belapur Bhavan, Plot No.6, Sector-11, CBD Belapur, Navi Mumbai 400614, Tel: +91-22-27572015-18, on payment as under:

i) Konkan Railways Standard General Conditions of Contract – July 2022	Rs.354/- (including GST @ 18%)
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11 Pre-bid meeting - NA

12 Amendment of Tender Documents

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

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

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

These slips are issued in consecutive serial numbers.

C. PREPARATION OF BID

13 Language of Bid

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

14 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 Currencies of bid and payment

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

16 Period of validity of the tender

14.1 The validity of the offer shall be 45 days (Forty Five Days) from the date of opening of the tender.

14.2 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 Earnest Money Deposit (EMD)/Bid Security.

1 Earnest Money Deposit/ Bid Security for the Tender shall be as mentioned. The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender.

2 Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.

3 Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

4 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.

5 If, his tender is accepted this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway

shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

6 The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VIA and shall be valid for a period of 90 days beyond the bid validity period.

7 In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured: i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.

ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids

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

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

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

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

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

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

16 In case EMD is made applicable in the Tender, following clauses are also applicable –

16.1 The Tenderer shall be required to submit an amount of Rs. 47,500/- (Rupees Forty Seven Thousand Five Hundred only) towards earnest money 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.

16.2 The tenderer must furnish the Earnest Money as indicated in e-procurement Notice for the work as specified. Tender received without Earnest Money in the prescribed form and value as specified in the tender document shall be summarily rejected.

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

16.4 Payment of Earnest Money deposit (EMD) 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 EMD for tenders invited on IREPS (e-tender portal).

16.5 Proof of transaction towards payment of Earnest Money 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.

16.6 No interest shall be allowed on Earnest Money Deposit.

18 Forfeiture of Earnest Money (if EMD is made applicable in the Tender)

1 The Earnest Money of the tenderer is liable to be forfeited if:

- a) the tenderer withdraws his tender during the period of tender validity specified in Clause No.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
- b) the tenderer has furnished misleading/wrong or fraudulent information/documents, or
- c) the successful tenderer fails to sign the Contract Agreement in accordance with the terms of the tender, or
- d) the successful tenderer fails to furnish Performance Guarantee in accordance with the terms of the tender, or
- e) the successful tenderer fails to commence the work within the time period stipulated in the tender (Tender Form (Form of Bid) , or
- f) The successful tenderer, in case of JV fails to comply with provisions of clause no. 21.1.5, 33.1 and 35.4.

19 Return of Earnest Money (if EMD is made applicable in the Tender)

- 1 The Earnest Money of the unsuccessful tenderers shall be returned as promptly as possible.
- 2 The Earnest Money of the successful tenderer shall be retained by KRCL and adjusted as a part of Security deposit.

20 Identity of tenderer

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

19.2 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.

19.3 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.

19.4 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.

19.5 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 Joint Venture – Not allowed

D. SUBMISSION OF BIDS

22 Signing of all Bid papers and Completing Bill of Quantities

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.

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

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

23 Understanding and Care in Submission of tender

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

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

3 The tenderer should clearly read and understand all the terms and conditions, specifications, drawings and other information, etc. mentioned in the original tender documents. If the tenderer has any observations, the same may be brought up in pre-bid

meeting. If the Tenderer does not place any issue for clarification or otherwise in the pre-bid meeting or raise it before the pre-bid meeting it would be presumed that the Tenderer has clearly read and understood contents of all the tender documents.

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

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

6 The tenderer/s is/are advised to submit all necessary authentic data with necessary supporting certificates for the various items of evaluation criteria in one go with the tender. For incomplete submission, tenderer/s shall remain responsible and the offer is liable for rejection. The Tenderer is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents (Refer clause 29.0) in every respect will be at the Tenderer's risk and his bid is liable for rejection.

7 Bidders will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/ Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective states State Goods and Service Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Bidders will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

8 The successful bidder who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to KRCL immediately after the award of contract, without which no payments shall be released to the Supplier. The Supplier shall be responsible for deposition of applicable GST to the concerned authority.

9 In case the successful bidder is not liable to be registered under CGST/IGST/UTGST/SGST Act, KRCL shall deduct the applicable GST from his/their bills under Reverse Charge Mechanism (RCM) and deposit the same to the concerned authority.

10 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.

11 Any reduction in rate of tax on any of the supply or services or the benefit of input tax credit shall be passed on to the recipient.

24 Documents to be submitted by tenderer/s

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.

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.

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

Clause No.	Description	Action in the event of non-submission
23.3.1	Bid Security/EMD	SR
23.3.2	Tenderer/s Information Appendix – 1.	LR
23.3.3	Compliance Certificate – Appendix- 2	LR
23.3.4	Statement of Works abandoned / left incomplete - Appendix – 3	SR
23.3.5	Certificate of Familiarization duly filling the blank spaces Appendix – 5	LR
23.3.6	Agreement for Work Appendix – 6.	For information of Tenderer(s).
23.3.7	Guarantee Bond (For Performance Bank Guarantee) Appendix – 7.	For information of Tenderer(s).
23.3.8	Affidavit to be submitted/uploaded by tenderer along with the tender documents - Appendix 4	SR
23.3.9	Bid security – Appendix 8	For information of Tenderer(s).
	Statement of similar nature of works successfully completed for Govt/Semi Govt./PSU during the last 7 financial years and current financial year upto the date of opening of tender & Attested copies of certificates issued by principal clients for completed works	LR
	Tenderer has to furnished all technical data along with make for the system as offered by the tenderer in given format. Firm has to submitted technical data (GTP - Guaranteed Technical Particulars) as per given format.	SR
	Declaration by the tenderer for site acquaintance - Appendix	LR
	Self Evaluation Sheet	LR
	Integrity Pact – It is given in tender document.	LR
	Copy of PAN Card, PF and GST Number.	LR
23.3.9	Bid security – Appendix 8	For information of Tenderer(s).
ANNEXURES		
	Legend: LR --> Liable for rejection. SR --> Summary rejection.	

1.1.1 **Original Notarized power of attorney or attested copy of the same** for signing the tender documents.

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

1.1.3 Tender document

1.1.4 BOQ duly filled in all respects

23.4 In case of sole proprietorship

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 explanatory notes in clause 10 of GCC, Part I

23.5 In case of 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 the General Conditions of Contract.

c) All other documents in terms of explanatory notes in clause 10 of GCC, Part I.

23.6 In case of Partnership firm,

a) A notarized copy of partnership deed.

b) 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.

c) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

d) All other documents in terms of explanatory notes in clause 10 of GCC, Part I.

23.7 In case of a Company,

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) An undertaking that the Company 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 the Company 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.

e) All other documents in terms of explanatory notes in clause 10 of GCC, Part I.

23.8 In case of LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender :

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

e) All other documents in terms of explanatory notes in clause 10 of GCC, Part I.

23.9 Registered Society & Registered Trust: The tenderer shall submit

a) A copy of the Certificate of Registration

b) A copy of Deed of Formation

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) All other documents in terms of explanatory notes in clause 10 of GCC, Part I.

23.10 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 / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.

Note: The relevant documents shall be submitted in accordance with e-Procurement Notice and Instructions to tenderer/s.

25 Submission of Tender

24.1 The bid should be submitted online only in the prescribed format given in the IREPS portal before the date and time as mentioned in the e-procurement Notice (including corrigendum if any). No other mode of submission is accepted. The Tender shall be digitally signed by the authorized signatory of the bidder & submitted "online" only. No hard copy of bid is required to be submitted.

24.2 Tenderers must upload the good scanned copy of relevant documents required to be submitted on e-Procurement website as mentioned in the tender documents. The document which is not readable or legible will not be given cognizance. e-Bids which are not supported by relevant documents shall not be considered during evaluation of bid.

26 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 bids lapses.

E. BID OPENING AND EVALUATION

27 Opening of the tender

25.1 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.

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

28 Withdrawal of tender

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

29 Preliminary Examination of Bids

27.1 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;

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

27.1.2 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

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

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

considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

31 Negotiations

29.1 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”.

29.2 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 Disqualification

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

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

b) financial failure due to bankruptcy etc.

30.2 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.

30.3 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 Canvassing

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

34 Right of KRCL to deal with tenderers

32.1 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.

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

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

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

32.5 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 Award of Contract

33.1 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.

33.2 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.

33.3 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.

36 Execution of Contract Agreement

34.1 After award of work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief Engineer/Co-ordination 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 pro-forma of the agreement is enclosed.

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

37 Form of Contract Documents

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

GENERAL CONDITIONS OF CONTRACT

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 2021, along with latest correction slips, will form part of the tender/contract documents even though they are not attached to the same.

INTEGRITY PACT

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

Preamble

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

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

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

Article I. Section 1 – Commitments of the Principal

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

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

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed

agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

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

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

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

Article IV. **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.
- 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.

Article V. **Section 5 – Previous transgression**

- 1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach

or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

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

Article VI. **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.

Article VII. **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 of 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.

Article VIII. **Section 8 – Independent External Monitor / Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instruction by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman and Managing Director, KRCL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the *Monitor* notices, or believes to notice, a violation of this agreement, he

will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

Article IX. **Section 9 – Pact Duration**

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

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

Section 10 – Other provisions

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

(i) **(For & On behalf of the Principal)
of Bidder/Contractor)**

(For & On behalf

Office Seal

Office Seal

Place -----

Date -----

Witness 1 :

Name & Address -----

(ii) **Witness 2 :**

Name & Address -----

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

(iii)

Article X. II. VIOLATIONS & CONSEQUENCES:

- a. If a Counter party commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, they may be blacklisted from the KRCL business in future.
- b. In case of violation of the Integrity pact by Counter party after award of the Contract, KRCL shall be entitled to terminate the Contract. KRCL would forfeit the security deposits, encash the bank guarantee (s) and other payments payable to Counter party in such cases,

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

(i) **INDEPENDENT EXTERNAL MONITORS (IEMS)**

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

- 1. Shri Virender Singh Pathania, Ex. PVSM, PTM, TM Indian Coast Guard (email id: akshit95@yahoo.co.uk)
- 2. Smt Meenakshi Mishra, IA&AS (Retd.) Mob No: 09869039055 (email id: pcmishra@hotmail.com)

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

(ii) **(REFERENCE TO INDEPENDENT EXTERNAL MONITOR)**

Date:

To

Sub: Tender No. / Contract No. _____

- 1. No reference can be made to Independent External Monitor if the time to submit the tender / bid is less than 7 days. It may also be noted that no time extension will be allowed for submission of tender.
- 2. Reference of only those bidders who have purchased the tender document and signed the Integrity Pact will be entertained.
- 3. Application be made in triplicate - one shall be sent to KRCL and two copies of the same shall be sent to IEM.

A. **PRE-TENDER STAGE**

I. Please provide the following information: -

- a. Whether tender document has been purchased.- Yes / No
(If Yes, indicate the Receipt No.)

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

B. ISSUES RELATING TO EVALUATION OF TENDERS:

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

C. IN CASE CONTRACT HAS BEEN SIGNED/EXECUTATION STAGE

Date of signing of the contract.

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

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

Integrity Pact clause under which reference is being made.

D. ISSUES REFERENCE: (Please State the query)

- I. Please state whether any reference was made to KRCL Yes / No.
(If yes, reply of KRCL be attached)
- II. In case no reference is made, please note that first reference is required to be made to KRCL unless the issue relates to any corrupt practice.

Signature_____

Name of the Company _____

Address _____

Tel. No. _____

Mob. No. _____

Fax No. _____

E-MAIL _____

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

(iii) **Annexure – II**

Integrity Pact Programme

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

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

The present threshold value is as follows:

For Project Division:	Works contract above Rs.15 crore
For Open Line:	Stores contract above Rs.30 lakh and all other works contracts above Rs.1 crore

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

Article 1

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

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

1.0 GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with KRCL shall apply for registration in the prescribed **Application –Form**.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by KRCL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

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

- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative is a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by KRCL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by KRCL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/rep-

representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same would be liable to termination by KRCL. Besides this, there would be a penalty of banning business dealings with KRCL or damage or payment of a named sum.

ANNEXURE – “B”

1. Introduction

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

2. Scope

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

3. Definitions

In these Guidelines, unless the context otherwise requires:

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

4. Initiation of Banning / Suspension

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

5. Suspension of Business Dealings

- 5.1 If the conduct of any Agency dealing with KRCL is under investigation by any department (except Foreign Suppliers), the Competent Authority may consider whether the allegations under investigation are of a serious nature and

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

- 5.2 The order of suspension shall be communicated to all Departmental Heads within the KRCL. During the period of suspension, no business dealing may be held with the Agency.
- 5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.
- 5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of KRCL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may pass an order suspending business dealings, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.
- 5.5 For suspension of business dealings with Foreign Suppliers, following shall be the procedure:-
 - i) Suspension of the foreign suppliers shall apply throughout the Company.
 - ii) Based on the complaint forwarded by KDC or received directly by Vigilance Department, if gravity of the misconduct under investigation is found to be serious and it is felt that it would not be in the interest of KRCL to continue dealing with such agency, pending investigation, Vigilance Department may send such recommendation on the matter to Chairman and Managing Director to place it before a KRCL Directors' Committee (KDC) consisting of the following:
 1. Director (Finance)
 2. Director (Operations and Commercial)The committee shall expeditiously examine the report, give its comments /recommendations within twenty one days of receipt of the reference.
 - iii) If KDC opines that it is a fit case for suspension, KDC may pass necessary orders which shall be communicated to the foreign supplier by Director (Operations and Commercial).
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

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

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

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

7. Banning of Business Dealings

- 7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company. However, the Competent Authority can impose such ban project wise only if in the particular case banning of business dealings by respective projects will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct / default not expected to go beyond the project.
- 7.2 There will be a Standing Committee in each project to be appointed by Chairman and Managing Director for processing the cases of “Banning of Business Dealings” except for banning of business dealings with foreign suppliers. However, for procurement of items / award of contracts, the committee shall be consisting of members out of CE, FA&CAO, COM, CEE, CSTE, CME and COS. The Convener of the respective Committee would be appointed by Chairman and Managing Director. The functions of the committee shall, inter-alia include:
- i) To study the report of the Investigating Agency and decide if a prima-facie case for Company-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
 - ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
 - iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - iv) To submit final recommendation to the Competent Authority for banning or otherwise.
- 7.3 If 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 company wide banning, then the case shall be sent back to the Committee of the project for further action at their level.
- If the prima-facie decision for Company-wide banning has been taken, KDC shall issue a show-cause notice to the agency conveying why it should not be banned throughout KRCL.
- After considering the reply of the Agency and other circumstances and facts of the case, KDC will submit the case to the Chairman and Managing Director to take a final decision for Company-wide banning or otherwise.
- 7.4 If the Competent Authority is prima-facie of the view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.
- 7.5 Procedure for Banning of Business Dealings with Foreign Suppliers.
- i) Banning of the agencies shall apply throughout the Company.

ii) Based on the complaint forwarded by KDC or received directly by Vigilance Department, an investigation shall be carried out by Vigilance Department. After investigation depending upon the gravity of the misconduct, Vigilance Department may send their report to KDC to KRCL Directors Committee consisting of the following:

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

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

iii) If the Competent Authority opines that it is a fit case for initiating banning action, it will issue show-cause notice to the agency for replying within a reasonable period.

iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by Director (Operations and Commercial) to KDC for consideration & decision.

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

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

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiries may not be given to the Agency concerned.

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

9.0 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of KRCL, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contractors, etc.
- c) For banning the business dealing with the Agency.

1. If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected entities of the Agency.

10. Appeal against the Decision of the Competent Authority

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

11. Review of the Decision by the Competent Authority

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

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

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

12.4 Based on the above, KRCL may formulate their own procedure for implementation of the Guidelines and the same be made a part of the tender documents.

IMP – A person signing IP shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

KONKAN RAILWAY'S STANDARD GENERAL CONDITION OF CONTRACT JANUARY 2022

- 1.0** The Konkan Railway's Standard General Conditions of Contract January 2021 along with latest correction slips, up to date of submission of tender, will form part of the tender/contract documents even though they are not attached to the same.
- 2.0** The Tenderer s/contractors are instructed to see the Konkan Railway's Standard General Conditions of Contract January 2021 on KR website or purchase a copy of the same from Regional offices/ corporate office of KRCL and follow the guidelines provided in the same for future references.

----O----

SPECIAL CONDITIONS OF CONTRACT – PART - A

a) DEFINITIONS

a) Definitions

1. **"Approval or Approved"** means approval in writing of the Competent Authority.
2. A **Defect** is any part of the Works not executed/completed in accordance with the requirements under the Contract.
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.
4. **BIS** : Bureau of Indian Standards
5. **BOQ**: Bill Of Quantity
6. **CMD**: Chairman and Managing Director of Konkan Railway Corporation Ltd.
7. **Chief Engineer**: Shall mean the officer in-charge of the open line of Engineering Department of the Konkan Railway.
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.
9. **Competent Authority**: An officer/official of Employer's organization vested with requisite administrative authority or designated by the Corporation as the Competent Authority.
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.
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.
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- January 2021 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.
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.
14. **Contractor's vehicles**: The vehicles for carriage of manpower/labour, staff etc. owned/engaged by Contractor, in connection with the work.
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.
16. **The Contract Data** means information and data contained in the documents

comprising the Contract.

17. The **Contractor's Bid** is the completed Bidding documents submitted by the Contractor to the Employer.
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.
19. **D (W&W)** : Director (Way & Works) of Konkan Railway Corporation Ltd.
20. **DDC** :- Detailed Design Consultant
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.
22. **Days** are English calendar days, months are English calendar months.
23. **D/S**: Down Stream.
24. **EMD**: Earnest Money Deposit
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.
26. **Engineer/Engineer-in-charge (EC)**: shall mean the Regional Engineer or the Senior Engineer, Regional Signal & Telecom Engineer, Regional Electrical Engineer or Senior Regional Electrical Engineer, Regional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organisations 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, Regional Electrical Engineer/Deputy Chief Electrical Engineer, Senior Regional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.
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.
28. **GCC**: Konkan Railways Standard General Conditions of Contract- July 2022 along with latest correction slips.
29. **GST**: Goods & Services Tax
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.
31. The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
32. The **Intended Completion Date** means the Completion Date specified in the Contract.
33. **IRC** : Indian Roads Congress
34. **IREPS**: Indian Railways E-Procurement System

35. **IRS** : Indian Railway Standards
36. **IS Code** : Indian Standard Codes issued by BIS
37. **JV**: Joint Venture
38. **KRCL / Corporation / Railway** : Konkan Railway Corporation Limited
39. **LOA** : Letter of Acceptance
40. **LPS** : Litre Per Second
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.
42. **Materials** are all supplies, including consumables, used by the contractor in the Works under the Contract.
43. **NIT**: Notice Inviting Tender.
44. **OD**: Outer Diameter
45. **PSU**: Public Sector Undertaking
46. **RDSO**: Research Designs and Standards Organisation
47. **RTO**: Regional Transport Office of State Govt.
48. **Schedule of Items, Rates & Quantities/Bill of Quantities** means the Schedule to the contract containing Items, Rates & Quantities.
49. **Singular and Plural**: The singular includes the plural, the masculine includes the feminine, and vice versa where the context requires.
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.
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'
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.
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.
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.
55. **U/S**: Up Stream
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

2) **GENERAL OBLIGATIONS**

2 **Safety Procedures**

Konkan Railway Corporation Ltd.

Health, Safety & Environment (HSE): 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.

2.1 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.

1. In addition to clause 30, 34 and such other clauses of GCC, regarding safety, the contractor/Tenderer shall be bound to carry out the other instructions of Engineer-in-charge, as he may, deem necessary, for Safety arrangements. The contractor shall at all time be responsible to take all precautions and adopt such safe methods of working as will ensure safety of public, structures, equipment and workers.
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.
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.
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.
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.
6. While working near to or along side existing power line crossing or telephone / telegraph line crossing, the tenderer / contractor shall be responsible for ensuring that no interference or obstruction is caused by their men or machinery under any circumstances. He shall ensure safety to life for his own men and machinery duly maintaining distance from power line crossing.
7. Any temporary arrangements for maintaining continuous flow through the sewer/water mains will have to be made by the contractor if the existing mains are affected during excavation of foundations, duly realigning the sewer/water mains, underground cables etc. at no extra cost. Permanent diversions of any underground sewerage or water pipe line system, if required to be done by the contractor, shall, however, be paid for separately at rates to be mutually agreed.
8. The tenderer / contractor will be responsible for any loss or damage to KRCL (Corporation), and public property or third party, if it occurs during the course of execution of work and corporation reserves its right to have damages made good by tenderer / Contractor at his own cost.
9. In case an accident occurs at the work site and the findings of the Enquiry Committee set up by the Corporation to investigate the cause of the accident shall be final and binding on the Contractor. If Contractor is held responsible for the accident, the contract shall liable to be terminated forthwith notwithstanding the provisions of the General Conditions of Contract.
10. Irrespective of invoking provisions of clause 2.2.9 as above-mentioned or otherwise, penalty upto an upper limit of 10% of the total cost of the work may be imposed in case an accident occurs due to Contractor's negligence as decided by the Corporation whose decision shall be final and binding on the

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

11. The work shall be so carried out that there is no infringement to the Railway's Schedule of Dimensions.
 12. The Contractor's technical supervisor / Engineer shall be present at work site, at all times, when the work is being executed. The contractor shall employ adequate number of workers to give consistent and desired progress per day.
 13. The tenderer / contractor must ensure the safety of labourers and other people at site engaged by him during the course of execution of work and the KRCL (Corporation) shall not be responsible for any injury sustained by the labourer and or any fatal accident and the tenderer / contractor should bear all loss and expenditure involved. The tenderer / contractor must indemnify the KRCL from any liability arising out of such cases. The contractor should deal and settle all legal cases / court cases arising out from them at his own cost.
- 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) Quality Assurance Plan (QAP)

- 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.

4) Publicity

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

5) Official Secrets Act 1923

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

6) Royalties and Patent Rights

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) Dissolution of Contractor's Firm

- 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.
- 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) Documentation of Works and Final Submissions:

- 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.
- 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.
- 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.
- 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) Change in Address

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 Site Clearance at start of work

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 Occupation and Use of Land

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

12 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 Felling of trees

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 Working Hours

- 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.
- 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.
- 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.
- 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.
- 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.

- 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 Survey

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 Setting out works

- 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 GCC.
- 2 The contractor has to make arrangement for numbering the sleepers for identification and easy locating the attended patches as instructed by Engineer-in-charge without any extra cost.

17 Enabling Works

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

18 Urgent Work

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

- 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.
- 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.
- 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.
- 4 KRCL reserves the right to deploy an agency for providing Project Management

Consultancy (PMC) to augment its supervision capabilities.

- 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 GCC clause 28.

20 Priority of Documents and specifications.

- 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:

1. The Agreement for the works executed on stamp paper.
2. The Letter of Award / Acceptance.
3. Schedule of Items, Rates and Quantities/Bill of Quantities (BOQ)
4. Special Conditions of Contract
5. Technical Specifications as given in Tender Documents.
6. Drawings
7. Konkan Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
8. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
9. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
10. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
11. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
12. Relevant B.I.S Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
13. Instructions to tenderer/s

- 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.

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 Programme of Construction

- 1 In partial modification to clause 19 (3) of GCC, the contractor shall submit detailed programme of work not later than 30 days after the date of receipt of Letter of

Acceptance. All other provisions of Clause 19 (3) of GCC shall remain the same.

- 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.
- 3 Progress shall be maintained strictly with the programme given by Engineer-in-charge from time to time and as per accepted CPM network /PERT charts.

22 Drawings for works

- 1 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.
- 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.
- 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. No claim shall be entertained in this regard by KRCL.

23 Delay and Extension of Contract Period

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

24 Maintenance/Defects Liability Period

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 **12 months (Or specially mentioned, whichever is more)** from the date of issue of completion certificate by the Engineer-in-charge to the contractor after satisfying himself that the works have been carried out by the contractor fully according to specifications and quality requirements and are suitable for the intended purpose.

D) INSURANCE

25 Insurance

- 1 Before commencement of works, it shall be obligatory for the Contractor to obtain, at his own cost, **Contractors all risk (CAR) policy** in the joint name of the contractor and employer from reputed companies. Third party liability insurance cover is necessary.
- 2 The Contractor shall provide documentary evidence to the Employer/Engineer-in-charge before commencement of work at site that the third party liability insurance have been effected and shall within 30 days of the commencement date, provide the insurance policy to the Employer/Engineer-in-charge. The Contractor shall, whenever, called upon, produce to the Engineer-in-charge or his representative the evidence of payment of premiums paid by him to ensure that the policy indeed continue to be in force.

On the event of any damage to the property/life of third party, the contractor has to make immediate payment and relief measures as per the directions of the Engineer-in charge. The decision of Engineer-in-charge is **final and binding**.
- 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.

- 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.
- 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.

E PRICE VARIATION

- 26 Price Variation Clause(PVC): **NA (Applicable for Tenders having value more than Rs 5 crores)**

Validity:

Rates accepted by Railway Administration shall hold good till completion of work and no additional individual claim shall be admissible except:

Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37 of GCC.

F ADVANCES AND PAYMENTS

- 27 **Mobilization Advance NA (Applicable for Tenders having value exceeds Rs 25 crore)**
- 28 **Plant & Machinery Advance- NA(Applicable for Tenders having value exceeds Rs 25 crore)**
- 29 **Stage payment on supply of steel NA**
- 30 **Payment of Bills**

- 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.
- 2 **The "on account bills" should be submitted monthly. In case, of insufficient progress, contractor shall submit "Nil" bill.**
- 3 The payment of "on account" bills will be regulated as under:
"On line measurement book application" is applicable for this contract.

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

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

b) Balance 20% cost of materials, 100% cost of other items and 100% cost of erection would be made on satisfactory completion of the work.

- 4 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 Performance Guarantee

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

- 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.

- 3 The contractor shall give a Performance Bank Guarantee in the form of an irrevocable bank guarantee amounting to 5 % of the Contract value. 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. **PBG of 10 % is applicable for bidders who have offered more than (-) 5 % on estimated cost.**

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

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

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

- 5 The value of PBG to be submitted by the contractor **will not change for variation up to 25% (either increase or decrease)**. In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Bank Guarantee amounting to 3% (Three percent) for the excess value over the original contract value shall be deposited by the contractor. On the other hand, if the value of contract decreases by more than 25% of the original contract value, Performance Guarantee amounting to 3% (Three percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with Railways, shall be returned to Contractor as per his request duly safeguarding the interest of railways.
- 6 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.
- 7 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.
- 8 Performance Bank Guarantee from International Banks will not be accepted.

32 Security Deposit

- 1 Security Deposit payable for the work will be governed by clause 16.(1), 16.(2) and 16.(3) of Konkan Railways Standard General Conditions of Contract – July 2022 along with latest correction slips upto invitation of Tender.
- 2 Security Deposit shall be 5% of the contract value. The amount over & above adjusted from EMD 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.

Further, in case of contracts having value equal to or more than ₹ 50 crore (Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Konkan Railways Standard General Conditions of Contract.

Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Earnest Money deposited by the Contractor with his tender will be returned by the Railways.

- 3 Security Deposit shall be returned to the Contractor along with or after, the following:
- Final Payment of the Contract as per clause 51. (1) of GCC and Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and 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.
- 4 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.

33 Taxes and Duties

- 1 The rates quoted by the tenderer shall be exclusive of the Goods and Service Tax (GST) as applicable in the State of Maharashtra, Goa and Karnataka or other applicable State, as the case may be. GST shall be paid subject to reflection of the same in KRCL's GST No as per GSTIN portal.
- 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.
- 3 In terms of section 194 C inserted by the Finance Act 1972 in the Income Tax Act 1961, KRCL shall at the time of arranging payments to the contractor, be entitled to deduct income tax at source. The deductions towards income tax to be made at source from the payments due to the non-residents shall continue to be governed by Section 195 of the Income Tax Act, 1961.

G) VARIATION & MISCELLANEOUS

34 Variation in Quantities

- 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 – January 2021 along with latest correction slips. Few of them are brought out below.
- 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.
- 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
 - 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;
 - 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;
 - 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.
 - 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.
 - 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.
 - 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.
- 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.

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

35 Transport, Custody and Storage of Material

- 1 The contractor shall be responsible for the safe transport custody and storage of all materials issued to/arranged by him and he will be liable to make good the loss due to any cause whatsoever that may be suffered by the Corporation on this account. Special precautions should be taken in respect of cement while transporting cement. Steps should be taken to safeguard against cement becoming damp or wet due to moisture or rain. The contractor will also be responsible for storing cement in damp proof conditions at site of work at his own cost in accordance with the standard specifications. The Engineer-in-charge shall decide whether the cement stored in the godowns is fit for the work and his decision shall be **final and binding** on the contractor/s.
- 2 No petroleum spirit within the meaning of the Indian Petroleum Spirit (Motor-Vehicles etc.) Regulation 1929 shall be stored at site or adjacent to it, until the approval of the KRCL and necessary license under the Act has been obtained by the contractor.
- 3 Contractor shall store explosives if any as per rules & standards.
- 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.
- 5 The contractor shall make his own arrangements at the site of work for the safe storage and custody of Corporation's materials issued to him. Such Corporation's materials issued to the contractor and stored at the site of work shall be open for inspection by the Engineer-in-charge at all reasonable time.

36 Material Procurement and Reconciliation Statement

- 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).
- 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 Materials used or issued in excess of requirement

- 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.
- 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.
- 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.

- 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.
- 5 The materials issued in excess of the requirement(s) as above shall be returned perfectly in good condition by the contractor to the Corporation immediately after completion or determination of the contract. If the contractor fails to return the said stores, then the cost of the materials issued in excess of the requirement computed by the Corporation according to the specification and approved drawings will be recovered from the contractor at twice the market rate or twice the book rate whichever is higher.
- 6 The recovery is stipulated in clause 37.3 to 37.5 will be without prejudice to the rights of the Corporation to take action against the contractor under the conditions of the contract for not doing/completing the work according to the prescribed specification and approved drawing.

38 Materials used less than the requirement

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

39 Tools, Plants and Machinery

- 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.
- 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 Deployment of Plant and Machinery

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

41 Workmanship and Testing

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 Removal of Improper Works, Materials and plant & Machinery:

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

43 Sufficiency of Construction Plants and Equipments

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

- 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.
- 2 Contractor shall provide adequate lighting facilities during execution of work and special lighting for inspection.
- 3 Rates and Quantities.

45 Site office NA

I Telecommunication

46 **Telecommunication facility NA**

J) **PROTECTION OF ENVIRONMENT**

47 **Protection of Environment**

1 **General**

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

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

a) 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.

b) 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.

c) 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.

d) 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.

e) 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.

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

- 1 Avoid generation of dust due to construction activities. Construction site should be watered adequately and periodically to minimize fugitive dust generation.
- 2 All possible and practicable measures to control dust emission during drilling operations.
- 3 Exhaust emissions from all construction equipments shall adhere to vehicle emission norms laid out by Central Pollution Control Board.
- 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.
- 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.
- 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.
- 7 Labour force in the labour camps should use LPG cylinders to avoid encroachment on forest area during construction phase.
- 8 The contractor is required to comply with all precautions as required for the safety of workmen as per the applicable labour law.
- 9 Adequate precautions shall be taken to prevent danger from electrical equipments.
- 10 All machines/equipments used shall conform to the standards/codal provisions and shall be regularly inspected and calibrated.
- 11 The electric wirings shall be well insulated and firmly secured.
- 12 A readily available first aid unit including an adequate supply of sterilized dressing material and appliances shall be provided as per the requirements under the Factory Act. Depending upon the number, the health facilities shall be arranged as WHO Norms.

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

K) MANPOWER

48 Employment of Qualified Engineers : (If applicable)

- 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. The minimum number required to be deployed for these positions is stated in Clause No. 48.2.4 below.

2 Organisation:

i) 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.

ii) 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.

iii) 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

iv) The Contractor's technical staff should be available at site to take instructions from the Engineer-in-charge.

v) The list of names, qualification and experience of these personnel should be furnished whenever required.

L) LABOUR

49 Payment of Wages act & Minimum wages

1 Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of Konkan Railways General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:

- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- 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.

- 2 While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee/Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at www.shramikkalyan.indianrailways.gov.in till _____ Month, _____ Year.

50 Contractor to indemnify Corporation

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

51 Claims on account of violation of labour laws

- 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.

14. 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.

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

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

- Industrial Disputes Act 1947
- Industrial Employment's (Standing Orders) Act 1946
- Trade Unions Act 1926
- Child Labour (Prohibition & Regulation) Act 1986
- Inter-State Migrant workmen's (Regulation of Employment and Conditions of service) Act 1979.
- The Bonded labour system (Abolition) Ordinance, 1975.
- Any other Act applicable which is not mentioned above.

52 Employees Provident Fund

- 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.
- 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.
- 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.
- 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.
- 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 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.
- 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 an office bearer. In case of any breach of these provisions, the corporation reserves its right to terminate the contract with the Society at any time, without assigning reasons, after giving notice of a month to the

society.

53 Employees Pension Scheme

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

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

55 Settlement of Disputes

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.

2 In addition to list of excepted matters provided in clause No. 63 of GCC the following clauses of Special Conditions shall also be treated as "excepted matters".

a) Special Conditions of Contract Part A

- 1 Clause No. 18.1
- 2 Clause No. 20.2
- 3 Clause No. 23.1
- 4 Clause No. 23.2
- 5 Clause No. 25.2
- 6 Clause No. 35.1
- 7 Clause No. 38.1
- 8 Clause No. 48.2

b) Special Conditions of Contract Part B

Clause No. _____
Clause No. _____
Clause _____
Clause _____
Clause _____
Clause _____
Clause _____

c) Special Conditions of Contract Part C

Clause No. _____

Clause No. _____

Clause No. _____

Clause No. _____

Clause No. _____

56 Settlement through Court

- 1 It is a term of this contract that the Contractor shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through **clause No.63 & 64** of Konkan Railways Standard General Conditions Contract – July 2022 2021.
- 2 The contract shall be governed by the law for the time being in force in the Republic of India. In case of any disputes/differences resulting in court case/s between contractor & KRCL, the jurisdiction shall be of Courts at Mumbai only.

SPECIAL CONDITION OF CONTRACT PART- B

GENERAL TERMS AND CONDITION

- 1 The contract shall be governed by the law for the time being in force in the Republic of India.
- 2 Contract will be valid for **Three Months** from the date of issue of acceptance.
- 3 **The concern officer** of Ratnagiri region, through his subordinate will look after the day to day working. In any case of any dispute the decision of **Divisional Electrical Engineer, Ratnagiri**, KRCL will be final.
- 4 **Only contractors, having valid Electrical Contractor's license are eligible. Tenderer should submit a self-attested copy of such license along with their offer. Offers received from tenderers, not having valid license shall be summarily rejected. (For participating in tender, the contractor shall have to possess valid Electrical License of appropriate voltage issued by competent authority to work at site where proposed work is required to be carried out (i.e. in Maharashtra) for compilation of rule of Indian Electricity rules 1956 or as amended from time to time.)**
- 5 **Payment authority:** Payment will be released by Divisional Electrical Engineer, Ratnagiri, after receipt of bills duly forwarded, checked and certified by field officials Assistant Electrical Engineer, Ratnagiri of Ratnagiri Region.
- 6 Any damage or loss caused to the Railway property either by the contractor or his workman shall be borne by the contractor. The quantum of the loss / damage shall be assessed by **Divisional Electrical Engineer, Ratnagiri** and shall be recovered from the bills payable to the contractor. If the contractor is having any dispute in respect of the damage imposed within fifteen days of the receipt of decision of the authority, he shall approach to **Divisional Electrical Engineer, Ratnagiri**. Decision of **Divisional Electrical Engineer, Ratnagiri** in this respect is final and binding on the contractor.
- 7 Tenderer should have at least supervisor having Electrical supervisors License for carrying out work & he shall be always available at site/contractor camp office at Ratnagiri.
- 8 As KRCL is single line, having thick traffic density. Work for ventilation system needs to be carried out under traffic condition. Additional claim on wastage of man power due to traffic is not considered. To carry out the work for tunnel, contractor shall have the minimum man power to enable them work under traffic condition.
- 9 General conditions of the contract **July-2022** of Konkan Railway Corporation Ltd., as amended from time to time are applicable for this contract. In case of any contradiction is noticed between the General Conditions of the contract and the Special Conditions of the Contract, the later will prevail.
- 7 **Issue of ID card to Contractor Staff:** Successful tenderer should ensure that all contractor staff engaged in maintenance of railway work should have valid ID card issued by Contractor and verified by Railway Official to avoid any untoward incident during contract period. **Railway administration will not issue the identity card to the Contractor's staff.**
- 8 Contractor shall make its own arrangements for transportation of his labours from their residence to the work site.
- 9 During emergency, contractor's staff / labours can travel with departmental vehicles.

- 7 Any damage to Railway property/equipment/cables etc due to negligence of contractor staff while carrying out maintenance and attending break down will be contractors' responsibility. And shall be made good by contractor at no extra cost.
- 8 The quantities in schedule are tentative & KRCL reserve rights to not operated some items/quantity as per site requirement of KRCL. Thus before supplying of any materials, Contractor has to take prior approval of Engineer-In charge.
- 9 The contractor shall carry out the work as per schedule in the presence of this office field in-charge or his authorized representative and also to submit detail report of the work.

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

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

- 10 Railways shall in no way be responsible for the contractor's manpower or their property during the period of work as per this contract.
- 11 The contractor is sole responsible for safety during work, digging, vehicle movements and any associated work, man, materials etc. Not only his workmen but also Railway staff at Railway premises while carrying out assigned work.

The contractor shall not employ children below the age of 18 as labourers directly or through petty contractor or sub-contractor for execution of work.

For non-compliance of any terms of the contract and / or violation thereof penalty up to a maximum of 2% of the contract value for each violation per time shall be levied. The quantum of penalty shall be decided by the **Divisional Electrical Engineer, Ratnagiri**. In case of persistent non-compliance and / or violation of the contract, the contract shall be terminated with risk and cost of the contractor. The decision of **Divisional Electrical Engineer, Ratnagiri** shall be final in this regard.

The whole work shall be carried out as per the instruction of Site Engineer Incharge or his representative.

Small Tools and Plants: contractor has to arrange required tools and plants during working. It is also responsibility of contractor to arrange safety gears, helmet, shoes, uniform etc to his gang.

- 12 All the materials / equipment to be supplied by the contractor shall be of very high quality conforming to relevant and latest specifications whether specified in the tender schedule or not. These materials / equipment shall be of approved makes as specified and no deviation shall be permitted. Testing and acceptance shall be as mentioned in scope of work.
- 13 The site conditions may be inspected on any working day with the prior appointment with REE/KRCL/Ratnagiri.
- 14 Any other items or spare parts not included in the schedule of rates & quantity but considered essential for proper working, may be quoted separately with proper justifications.
- 15 REE/KRCL/RN shall be field officer for execution of work and RFA/KRCL/RN shall be the accounts officer for payments towards this work.
- 16 All the work shall be executed by properly trained and skilled artisan/licenced wiremen under the supervision of qualified supervisors/engineers.

- 17 The contractor shall properly insure all his staff deployed for the above work against accident etc. Contractor shall also provide safety wear for his staff deployed for this work.

18 Supply and custody of material:

All the equipments / materials supplied by the contractor shall be of very high quality conforming to relevant and latest specification whether specified in the tender schedule or not.

The contractor shall be entirely responsible and shall bear all expenses towards loading, transportation, handling and unloading of all material / equipments etc. from source of supply to work site. The responsibility for any damage during handling and erection of material shall, however, lie with the contractor.

If the product which arrives at the destination does not meet the requirements of the specification it may be rejected. The Contractor shall pay all the expenses incurred by the Corporation in respect of any works or material found to be defective or of inferior quality or otherwise unacceptable.

Corporation will take over the assets/ system only after the defects pointed out if any during inspection/testing are rectified and the system as a whole is commissioned

Security of all materials at the sites where work is in progress, till time complete works are taken over by KRCL, shall be contractor's responsibility and the contractor shall arrange to guard the same by employing own labour/employee or any other agency.

19 Work Implementation:

- 19.1 The work shall be carried out in a programmed manner in consultation with REE, KRCL Ratnagiri.

- 19.2 All the work shall be executed by properly trained and skilled artisans under the supervision of qualified supervisors/ engineers. The contractor shall take all safety precautions while working. The contractor is solely responsible for taking such precautions as necessary and KRCL shall not have any responsibility in this regard. Contractor has to take all safety precautions as directed by KRCL's site supervisor to ensure safety of men and materials. When leaving sites of works, it shall be ensured that no loose parts are left at site. Any damage caused to KRCL will be rectified by the contractor free of cost to the satisfaction of KRCL officials.

- 19.3 All tools, tackles, drilling equipment etc. shall be arranged by the contractor. Power supply, **whenever available**, for operation of these tools shall be provided **FREE** by KRCL.

20 Warranty.

- 20.1 Defect liability / warranty period for new material shall be **ONE YEAR (or specially mentioned for particular item whichever more)** from the date of completion. Any defects noticed and reported during this period shall be attended & rectified properly or replaced, free of cost.

- 20.2 During the period of Warranty, the contractor shall remain responsible to arrange replacement and for setting right at his own cost any equipment installed by him which is of a defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the Corporation's representative in this regard to direct the contractor to attend any damage or defect in work shall be final and binding on the Contractor.

- 20.3 During the period of Warranty the contractor shall be responsible for any defects that may develop under the conditions provided for by the Contract and under proper use, arising from faulty materials, design or workmanship or from faulty execution by the contractor and shall remedy such defects at his own cost when called upon to do so by the purchaser (KRCL).
- 20.4 If it becomes necessary for the contractor to replace or renew any defective portions of the system under this clause the provisions of this clause shall apply to the portions of the equipments so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the warranty period which ever may be later. If any defects are not remedied within reasonable time, the Purchaser may proceed to do the work at contractor's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the contractor in respect of such defects.
- 21 **Additional quantities if required for KRCL/ variations:**
- 21.1 Variation will be considered reasonable if the quantities of each items required does not exceed (+/-) 25% of the quantities required for the original scheme.
- 21.2 Any increase in the quantities if required by KRCL for installation over and above the quantities quoted necessitated by reasonable changes in the scheme etc. shall be supplied at the rate of the unit cost quoted in the firm's schedule of material. For purpose of this work, variation will be considered reasonable if the quantities of each items required does not exceed (+/-) 25% of the quantities required for the original scheme.
- 22 Any damage or loss caused to the Railway property either by the contractor or his workman shall be borne by the contractor. The quantum of the loss / damage shall be assessed by **Divisional Electrical Engineer, Ratnagiri** and shall be recovered from the bills payable to the contractor. If the contractor is having any dispute in respect of the damage imposed within fifteen days of the receipt of decision of the authority, he shall approach to **Divisional Electrical Engineer, Ratnagiri**. Decision of **Divisional Electrical Engineer, Ratnagiri** in this respect is final and binding on the contractor.
- 23 The contractor shall be responsible to ensure to safety of not only his workmen but also Railway staff at Railway premises while carrying out assigned work.
- 24 The whole work shall be carried out as per the instruction of Site Engineer Incharge or his representative.
25. **ACCIDENTS:** The tenderer shall indemnify and keep the KRCL indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons within the Railway premises and any loss or damages to Railway property sustained due to the act or omission of the his staff during the execution of this contract irrespective of whether such liability arises under the compensation act, or fatal accident act or factory act or payment of wages act or any other statutes in force for the time being.
- 26 **SAFETY MEASURES:** The tenderer shall take all precautionary measures in order to ensure the protection of his own personnel or working on the Railway premises, but shall then confirm to the rules and regulations of the Rly. The tenderer should abide by all Railway regulations in force from time to time and ensure that same are followed by his representatives, agents or subcontractor or workmen.
- 27 The tenderer should ensure that unauthorized, careless or in advertent operation of installed equipment which may result in accident to staff and / or damage to equipment does not occur. If at any time the works to be carried out directly concern the safety of trains, the tenderer's staff must comply fully with Railway regulations given to him by the authorized Railway staff. They shall notify the authorized representative of the

Railway/purchaser/consignee who will take all necessary steps in this regard.

28. Precautions to be taken while working in the vicinity of the running trains.

28.1 When the work is required to be carried out on the track itself or as close to the track as may pose a hazard to rail traffic, the work shall be carried out under the supervision of an authorized Railway Representative only.

SAFETY PRECAUTIONS ON ELECTRIFIED SECTIONS (Please referred Indian Railway-ACTM, Chapter IV, item no 10400 Induction Effects of 25 kV ac 50 Hz Single Phase Traction)

1. The attention of all railway staff is drawn to the fact that under 25 kV ac 50 Hz single phase traction, there is heavy induction on all metallic structures and conductors in the vicinity of the track.

The induction is two-fold:

- a) Electro-static, which results from the high potential of 25 kV on the OHE system.
 - b) Electro-magnetic, which is proportional to the currents passing from the sub-station to the OHE to the locomotives / EMUs and back partly through the track and partly through the earth.
2. Those who have been used to work on dc traction are liable to overlook taking adequate precautions required to guard themselves against the dangerous inductive effects of 25 kV ac system. Attention is therefore specially drawn to the need for taking adequate precautions.
 3. The voltage induced is quite appreciable on overhead conductors running parallel to the tracks depending ,on the length of parallelism. This explains why most of the overhead telecommunication lines are replaced by underground cables. Special protective measures are required to reduce the adverse effects of induction.
 4. In a railway yard, voltage of the order of 200 volts may be induced on yard lighting mains situated 8 m away from the centre of a double-line track, if it runs parallel to the 25 kV lines for a distance of about 270 m., it could be several thousand volts when parallelism is much longer. In such a case, a dangerous voltage due to induction will exist even after power supply to the line has been switched off. No one shall therefore attempt to work on any overhead line running alongside the electrified tracks without taking special precautions of earthing on both sides of the work. Before a section is electrified, the necessary modifications to distribution lines in all stations and yards should be carried out, so as to limit the induced voltage within permissible values, but this by no means obviates the need of earthing the lines on both the sides of the working party. Earthing should be done individually by each working party as close to the work-spot as possible. The distance between the two earths shall not exceed 1 km.
 5. Such inductive effects occur on large metallic structures such as fencings, structural steelwork of platforms running parallel to the track. They will therefore have to be earthed suitably to afford safety.
 6. Inductive effects also show themselves on any metallic conductor, such as metallic clothes-lines, powerlines and lines belonging to private parties running parallel and close to the electrified tracks. Wide publicity should be given to the effects of induction so that special precautions are taken by the private parties.

7 ACTM 10422 General Precautions.

The precautions laid down below must be followed under all circumstances in sections equipped for 25 Kv ac single phase, 50 Hz. Traction in addition to those referred to in

Indian Railway Permanent Way Manual.

- i. No work shall be done above or within a distance of 2 m from the live OHE without a 'permit to work'
- ii. No fallen wire or wires shall be touched unless power is switched off and the wire or wires suitably earthed. In case the wires drop at a level crossing, the Gate-keeper shall immediately make arrangements to stop all road traffic and keep the public away.
- iii. Supervisor of contractor shall personally ensure that no tool or any part of the body of the worker comes within the 'danger zone' i.e. within 2 m of the OHE.
- iv. Workers should keep clear of the tracks and avoid contact with the rails either when approaching or reaching the work-spot when an electrically hauled train is within 250 m.
- v. Contractor shall take all necessary precautions for working near charged 25 KV OHE while working for safety of man and materials. He is sole responsible for all safety.

Scope of work

- A. The scope of work under this contract **"Replacement of Aluminium Along feeder wire with 150 sqmm copper wire including Supply, Installation, Testing & Commissioning (SITC) at Kalambani TSS under Ratnagiri Region of Konkan Railway."** as per schedule of rates, technical specifications enclosed and as follow.
- B. General Conditions of the contract July-2022 of Konkan Railway Corporation Ltd, as amended from time to time are applicable for this contract. In case of any contradiction is noticed between the General Conditions of the contract and the Special Conditions of the Contract, the later will prevail.
- C. The contractor should read and comply Special Condition of contracts and technical specifications enclosed to this tender.
- D. **Replacement of Aluminium Along feeder wire with 150 sqmm copper wire including Supply, Installation, Testing & Commissioning (SITC) at Kalambani TSS under Ratnagiri Region of Konkan Railway.**
 - 1 Removing of existing Aluminium along feeder wire from supermast and handing over to Kalmbani TSS.
 - 2 Supply of **150 sqmm copper wire** with associated accessories/hardware and as per Technical specification, scope of work and as per RDSO specification, suitable as per site condition at various station under Ratnagiri region.
 - 3 Disconnecting and Removing of existing Aluminium along feeder in phase manner without disturbing system is major scope of work. New feeder shall be installed inplace of existing with required modification/alteration as per site condition.
 - 4 Scope of work includes, feeder wire supply and erection with electric connections with necessary termination, tools etc.
 - 5 Testing of system with load and submission of test reports.
 - 6 Supply, erection, testing, commissioning with all transportation and labour.
 - 7 Firm has to submit Technical details and approval shall be taken before supply.
 - 8 All work shall be carried out by skilled technician and contractor supervisor in presence

Konkan Railway Corporation Ltd.

of KRCL supervisor or his representative.

- 9 Firm has to submit detail programme for replacement before initiating the work so that required power shut down can be arranged.

- 7 **The rates quoted shall be inclusive of all taxes, duties, transportation charges & other incidental charges etc but excluding 18 % GST.**

H **Loading and Unloading**

FREIGHT UP TO SITE LOADING & UNLOADING OF COMPLETE MATERIAL.

I. **Testing :**

After completion of work, ACBs are to be tested for all controls and parameters as per specification and recorded with KRCL supervisor.

M **Before supplying of any materials the approval shall be obtain from KRCL.**

- N The contractor shall take proper shut-down in consultation with SSE(E)/JE(E) to execute above work. Contractor is sole responsible for safety of work.

O **Tools and testing instruments.**

All tools, tackles and testing instruments required to satisfactorily completion of the work shall be arranged by the contractor at his own cost. KRCL shall not take the responsibility for arranging the same.

Any minor item which is not included in description of Schedule but required to complete the work of that item has to be provided by the firm and no extra payment will be made for this.

-

TECHNICAL SPECIFICATIONS

TENDER SCHEDULE, SCOPE OF WORK & TECHNICAL SPECIFICATIONS

Name of Work:

Replacement of Existing Aluminium Along Feeder with 150 Sq.mm Copper Feeder at Kalambani Traction Sub Station (TSS) over Konkan Railway.

1. GENERAL

This Contract shall governed as per RDSO specification

- 1.1 The work comprises supply, transportation, handling, dismantling of existing Aluminium Along Feeder, erection, tensioning, termination, testing and commissioning of 150 Sq.mm Copper Feeder conductor complete in all respects at Kalambani TSS.
- 1.2 The approximate route length of the feeder is 1.8 Km comprising three independent feeder shots as under:
 - a) Shot No. 1 : Approx. 1000 Mtrs
 - b) Shot No. 2 : Approx. 300 Mtrs
 - c) Shot No. 3 : Approx. 460 Mtrs

The above lengths are indicative only and shall be verified by the contractor before execution.
- 1.3 The work shall be executed in electrified territory and shall conform to the latest provisions of ACTM, RDSO guidelines, CEA Regulations, IE Rules, Safety Rules and instructions issued by Engineer-in-Charge.
- 1.4 The contractor shall arrange all labour, supervision, tools, tackles, machinery, transportation, communication equipment, lifting equipment and consumables required for successful execution of the work.

2. DETAILED SCOPE OF WORK

- 2.1 Dismantling of Existing Feeder
 - a) Dismantling of existing Aluminium Along Feeder from all supporting structures, super masts and termination points.
 - b) Safe lowering and handling of conductor without causing damage to OHE or other railway assets.
 - c) Removal of associated fittings wherever required.
- 2.2 Supply of Materials
The contractor shall supply:
 - a) 150 Sq.mm Copper Feeder Conductor.
 - b) PG Clamps.
 - c) Suspension Clamps.
 - d) Bimetallic Connectors wherever required.
 - e) Feeder termination fittings.
 - f) Insulators.
 - g) Jumpers.
 - h) Fasteners, nuts, bolts, washers and all associated hardware.
 - i) Any other material required for successful completion and commissioning of the work.

No extra payment shall be admissible for any item required for completion of the

work.

2.3 Erection of Copper Feeder

- a) Stringing, tensioning and erection of Copper Feeder conductor.
- b) Fixing of suspension hardware and associated fittings.
- c) Termination of feeder at designated locations.
- d) Adjustment of tension and alignment as directed by Engineer-in-Charge.

2.4 Cross Feeder Connections

There are three existing Copper Cross Feeders connected to the existing Aluminium Along Feeder.

The contractor shall:

- a) Carefully disconnect the existing Cross Feeders.
- b) Preserve identification of all Cross Feeder connections.
- c) Reconnect the Cross Feeders to the new Copper Along Feeder.
- d) Provide all connectors, clamps and accessories required for proper electrical and mechanical continuity.

No separate payment shall be made for this work.

2.5 Testing and Commissioning

The contractor shall carry out:

- a) Continuity checks.
- b) Tightness checks of all connections.
- c) Mechanical inspection of all fittings.
- d) Joint and termination inspection.
- e) Any additional checks as directed by Engineer-in-Charge.

The feeder shall be energized only after obtaining clearance from Engineer-in-Charge.

2.6 Disposal of Released Material

- a) Released Aluminium Feeder conductor shall be carefully dismantled.
- b) The conductor shall be wound/coiled properly.
- c) The dismantled material shall be transported and handed over to KRCL representative at location specified by Engineer-in-Charge.
- d) Joint measurements shall be recorded before handing over.

3. BLOCK AND NON-BLOCK ACTIVITIES

3.1 The contractor shall complete all possible activities before availing power block.

3.2 Non-block activities shall include but not be limited to:

- a) Site survey.
- b) Transportation of material.
- c) Laying of conductor along alignment.
- d) Preparation of terminations.
- e) Assembly of fittings.
- f) Positioning of manpower and machinery.
- g) Arrangement of tools and tackles.

3.3 Activities requiring power block shall be restricted only to dismantling, final stringing, tensioning, termination and commissioning.

- 3.4 The contractor shall ensure restoration of feeder and OHE supply within the allotted block period.

SPECIAL CONDITIONS OF CONTRACT

1. SITE VISIT

- 1.1 Tenderers shall visit the site before quoting and familiarize themselves with:
- a) Site conditions.
 - b) Feeder alignment & shot length.
 - c) Access arrangements.
 - d) Operational restrictions.
 - e) Power block requirements.

No claim arising out of lack of site knowledge shall be entertained.

2. METHOD STATEMENT

- 2.1 Within 15 days of issue of LOA, the contractor shall submit:
- a) Detailed Method Statement.
 - b) Resource Deployment Plan.
 - c) Block Execution Plan.
 - d) Safety Plan.
 - e) Risk Assessment.

Execution shall commence only after approval by Engineer-in-Charge.

3. FEEDER SHOT LENGTH AND JOINT RESTRICTIONS

- 3.1 The existing feeder consists of three independent shots of approximately:
- a) 1000 Mtrs
 - b) 300 Mtrs
 - c) 460 Mtrs
- 3.2 The contractor shall arrange procurement, transportation, handling and erection of Copper Feeder conductor in such a manner that each feeder shot is erected in one continuous length.
- 3.3 No intermediate joint shall be permitted within any feeder shot.
- 3.4 The following shall not be permitted:
- a) Compression Joints.
 - b) Splice Joints.
 - c) PG Clamp Joints.
 - d) Mechanical Joints.
 - e) Bolted Joints.
 - f) Any other intermediate electrical or mechanical connection.
- 3.5 Only approved end terminations and approved Cross Feeder connections shall be permitted.
- 3.6 Any conductor erected with unauthorized intermediate joints shall be rejected and replaced by the contractor at his own cost.
- 3.7 The contractor shall be deemed to have considered procurement and handling of

continuous conductor lengths while quoting rates.

3.8 No additional payment or compensation shall be admissible on account of:

- a) Procurement of long conductor lengths.
- b) Transportation difficulties.
- c) Handling difficulties.
- d) Multiple mobilizations.
- e) Additional manpower.
- f) Additional machinery.
- g) Multiple power blocks.

4. POWER BLOCKS

4.1 Power blocks shall be arranged by KRCL subject to operational feasibility.

4.2 The contractor shall fully utilize each block and complete maximum possible work.

4.3 No claim shall be entertained for:

- a) Delay in grant of block.
- b) Cancellation of block.
- c) Reduction in block duration.
- d) Rescheduling of block.
- e) Multiple block working.

4.4 No idle labour or machinery charges shall be payable by KRCL.

5. RESTORATION OF SUPPLY

5.1 Restoration of feeder and OHE supply within allotted block period is of paramount importance.

5.2 Contractor shall ensure readiness of:

- a) Manpower.
- b) Materials.
- c) Machinery.
- d) Tools and tackles.

before commencement of block.

5.3 Any delay attributable to contractor shall be viewed seriously.

6. RECOVERY FOR BLOCK OVERRUN

6.1 If the allotted block is exceeded due to reasons attributable to the contractor, KRCL shall be entitled to recover all actual losses, operational charges, penalties and consequential damages arising therefrom.

6.2 Such recovery shall be without prejudice to other contractual remedies available to KRCL.

7. MANPOWER AND MACHINERY

7.1 Contractor shall deploy adequate resources including:

- a) Competent Supervisor.
- b) Skilled manpower experienced in OHE/TRD works.
- c) Helpers.
- d) Hydra/Crane.
- e) Communication equipment.
- f) Safety equipment.

7.2 Engineer-in-Charge may direct deployment of additional resources whenever considered necessary.

8. SAFETY

- 8.1 The contractor shall strictly comply with:
- a) IE Rules.
 - b) CEA Regulations.
 - c) OHE Safety Rules.
 - d) KRCL Safety Instructions.
- 8.2 All personnel shall be provided with and shall use:
- a) Safety Helmet.
 - b) Safety Belt.
 - c) Safety Shoes.
 - d) Reflective Jacket.
 - e) Hand Gloves.

8.3 The contractor shall be solely responsible for safety of his personnel.

9. QUALITY REQUIREMENTS

- 9.1 Copper Feeder conductor supplied shall be:
- a) New.
 - b) Unused.
 - c) Free from defects.
 - d) Accompanied by Manufacturer's Test Certificate.
- 9.2 Engineer-in-Charge reserves the right to inspect and test materials.
- 9.3 Rejected materials shall be replaced at contractor's cost.

10. DEFECT LIABILITY PERIOD

- 10.1 The completed work shall be covered by a Defect Liability Period of Twelve (12) Months from date of commissioning.
- 10.2 During the Defect Liability Period, the contractor shall rectify at his own cost any defect arising due to:
- a) Defective material.
 - b) Defective workmanship.
 - c) Loose connections.
 - d) Heating at connections.
 - e) Hardware failure.
 - f) Sagging of feeder.
 - g) Any deficiency attributable to contractor.

11. MEASUREMENT AND PAYMENT

- 11.1 The quoted rates shall be deemed to include:
- a) Transportation.
 - b) Loading and unloading.
 - c) Tools and tackles.
 - d) Consumables.
 - e) Testing and commissioning.
 - f) Supervision.
 - g) Safety arrangements.
 - h) Cross Feeder reconnections.
 - i) Multiple mobilizations.

j) Multiple power blocks.

- 11.2 No separate payment shall be admissible for any incidental activity required for successful completion of the work.

12. Man power supply

- 12.1 Hiring of supervisor for feeder replacement work
Must have a diploma/degree with a minimum of 2 years of experience in TRD work and good knowledge of computer operations (especially Excel).
- 12.2 Hiring of manpower for feeder replacement work-Skilled
Must possess an ITI certificate in a relevant trade and at least 1 year of experience in TRD work, or pass the 8th grade with 3 years of relevant experience, or possess a 12th-grade education with 1 year of relevant experience.
- 12.3 Hiring of manpower for feeder replacement work-Semi Skilled.
Must possess an ITI certificate in a relevant trade and at least 1 year of experience in TRD work, or pass the 8th grade with 2 years of relevant experience, or possess a 12th-grade education with 1 year of relevant experience.
- 12.4 Hiring of manpower for feeder replacement work-Unskilled/Helper
Must have passed 8th grade, be physically fit, and have at least 1 year of experience in TRD.

Utilization of manpower shall be depend upon work progress and shall be utilized whenever required. Payment shall be done as per actual utilization on site.

The contractor shall take all safety precaution during execution of work. Contractor shall submit traffic and power block requirement in advance not less than 7 days.

12. COMPLETION OF WORK

- 12.1 The work shall be considered complete only after:
- a) Successful commissioning.
 - b) Restoration of normal feeder operation.
 - c) Handing over of released materials.
 - d) Submission of completion report.
 - e) Acceptance by Engineer-in-Charge.

SCHEDULES OF RATES & QUANTITIES

Schedule and quantities for Replacement of Aluminium Along feeder wire with 150 sqmm copper wire including Supply, Installation, Testing & Commissioning (SITC) at Kalambani TSS under Ratnagiri Region of Konkan Railway. (Excluding GST)

SCH-A					
Sr. No.	Description	Unit	Rate (Rs)	Qty	Amount (Rs)
1	Supply of 150 sq mm copper feeder wire along with necessary hardware required for suspending the feeder wire. (As per RDSO specification)	Km	1220000	1.88	2293600
2	Hiring of manpower & machinery for dismantling old feeder wire & erecting of new copper feeder wire				
a	Supervisor	Man month	46680.3	0.2	9336.06
b	Skilled	Man month	37470.2	0.5	18735.1
c	Semiskilled	Man month	31089.5	0.67	20829.965
d	Helper/unskilled	Man month	26540	0.67	17781.8
3	Hiring of crane / hydra for loading & unloading of material.	Per Hrs	1447.5	10	14475
Total Of SCH A (excluding GST)					2374758

Explanatory Note:

a)The rates shall be inclusive of all applicable taxes, duties, transport and other incidental charges **excluding GST**.

Note – Above rates are excluding GST. GST is applicable as service against total work and not on individual items. Tax invoice with 18 % GST is applicable.

APPENDICES

Tenderer's Information

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

- 1 Name of Tenderer
 - 2 Head office Address
 - 3 Address on which correspondence should be done with Tel. Nos., Fax No. & E-mail address
 - 4 Place of incorporation / registration
Year of incorporation / registration
 - 5 Constitution of Tenderer
Specify, if the Tenderer is
 1. An individual
 2. A proprietary firm _____
 3. A firm in partnership
 4. A Limited Company or Corporation
 5. A group of firms / joint venture
(If yes, give complete information in respect of each member)
- 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 _____

COMPLIANCE CERTIFICATE

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

Place:

Signature of the

Contractor

Date:

Seal

Certificate/Self attested

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. 100/- and affirmed before a notary public.)

Certificate

CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

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

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

- 3.0 I/we the Tenderer(s) am/are signing this document after carefully reading the contents.
- 4.0 I/We the Tenderer(s) also accept all the conditions of the Tender and have signed all the pages in confirmation thereof.
- 5.0 I/we hereby declare that I/we have downloaded the Tender documents from Indian Railway website www.ireps.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the Tender document. In case of any discrepancy noticed at any stage i.e. evaluation of Tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
- 6.0 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.
- 7.0 I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
- 8.0 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.
- 9.0 I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of Tenders, it shall lead to forfeiture of the Tender EMD besides banning of business for a period of up to five year. Further, I/we (insert name of the Tenderer)** _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
- 10.0 I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Date:

**** THE CONTENTS IN ITALICS ARE ONLY FOR GUIDANCE PURPOSE. DETAILS AS APPROPRIATE ARE TO BE FILLED IN SUITABLY BY TENDERER.**

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

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.

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.

I/We have quoted my/our percentage rate for the items in Schedule of Items, Rates and Quantities (Bill of Quantities) taking into account all the factors given above and else where in the tender document.

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

Appendix – 6

Technical Capacity (Clause No.4.1 of the Instructions to Tenderer)

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

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

Note:

1. Tenderer should provide information as per this proforma for the firm/company and for each member in case of joint venture for all completed similar works.
2. Certificate from principal client for the above information should be attached with the offer, for work to be considered for fulfillment of clause no. 4.1 of the Instructions to Tenderers. The client's certificate should inter- alia indicate the date of award, scheduled date of completion, actual date of start and completion, Performance, Actual cost of work at completion, Total bill payment made etc.

Appendix – 7

Statement of works in Progress/in hand/being executed by the contractor/s

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

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

Appendix – 8

Detail of contractual payment received in last three financial year and current financial year.

(Tenderer should provide information as per this proforma for the firm/company and for each member in case of Joint venture/consortium for the total contract amount received in terms of gross payment received through various contracts during the last 3 financial years ending 31.03.2026 and current financial year upto the date of opening of tender.)

Sr. No.	Financial Year	Total contract amount received (In Rs.)
1	2022-23	
2	2023-24	
3	2024-25	
4	2025-26 (Up to the date of submission of tender)	

Note:

Please attach

1. Attested copy of Audited balance sheet duly certified by Chartered Accountant
2. Attested copy of Tax deducted at Source (TDS) certificate,
3. **Attested certificates from Employers/Clients about contractual payment received for the work done.**

List of available Personnel

(Details of Key Personnel already available with the firm)

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

Appendix – 10

List of plant and machinery already available with the Firm.

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

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

KONKAN RAILWAY CORPORATION LIMITED

AGREEMENT FOR THE WORK

CONTRACT AGREEMENT NO. ----- made this ----- day of -----, 2021 between KONKAN RAILWAY CORPORATION LIMITED (PROJECTS) acting through the Chief Engineer/ General Manager (Projects), head quartered at Belapur Bhavan, Plot No. 6, Sector 11, C.B.D Belapur, Navi Mumbai 400614, 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**

Section X.2 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.

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

<p>_____</p> <p>Chief Engineer/ General Manager(Projects)</p> <p>KRCL/Belapur</p>	<p>M/s</p>	<p>Signature of the Contractor</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>[Name and Address of Contractor]</p>
--	------------	---

1. WITNESS:

1. WITNESS:

2. WITNESS:

2. WITNESS:

(TO BE EXECUTED ON A STAMP PAPER)
GUARANTEE BOND
(FOR PERFORMANCE BANK GUARANTEE)

In consideration of the KONKAN RAILWAY CORPORATION LTD., Belapur Bhavan, 5th 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]. 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.

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: -

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

SIGNATURE AND SEAL OF THE BANK

Date:

Place:

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

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

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

Beneficiary: Railway

Date:

Bank Guarantee Bond No.:

Date: -----

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Konkan Railways Standard General Conditions of Contract, July 2022 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 herein before 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.

Sr. No.	Description	Complied	
		Action in the event of non submission	No
1	Tenderer's Information- Appendix-1	LR	
2	Copy of Valid Electrical contractor license	SR	
2.1	Statement of similar nature of works executed/completed by the contractors as defined under clause of Technical Eligibility Criteria. Completion certificate as mentioned in 5.2 of chapter "Instruction to Tenderer."	SR	
3	Compliance Certificate – Appendix-2	LR	
4	Affidavit/self attested for Work/Contracts rescinded / terminated in last 3 years Appendix- 3	SR	
5	Certificate for all statements / documents submitted along with bid Appendix – 4	SR	
6	Declaration by the contractor for site acquaintance as per Appendix 5		

Note: Non submission of Appendix 3, Appendix 4, completion certificate for Technical eligibility, self attested copy of Valid Electrical contractor license, shall result in summarily rejection of his/her offer.

APPROVED MAKES OF ELECTRICAL MATERIALS

Sr. No.	Item/Material	Acceptable Makes
1	LED Lamp	NICHIA/ OSRAM/ SEOUL/ PHILIPS LUMILEDS/ LEDNIUM
2	LED Fittings	Bajaj/ GE/ Philips/ Crompton/ Havells/ Illumination / Wipro or any other make approved by CA.
3	Power Cables	Polycab/ Havells/ Finolex/ KEI / Universal
4	MCCBs & MCBs	L&T/ ABB/ C&S/ Legrand/ Havells/ Indo Asian/ Siemens/Schnieder
5	Contactor	L&T/CG/ABB/Siemens/Schnieder
6	Switches, sockets, boxes & plates etc.	Anchor, Havells, Legrand.
7	Surge protection device (TP+N), class B & C combine similar to product no DHSAARBC50320 or latest of Havell's make or similar	L&T/ ABB/ C&S/ Legrand/ Havells/ Indo Asian/ Siemens/Schnieder
8	Surge protection device (TP+N), class B & C combine similar to product no DHSAARBC50320 or latest of Havell's make or similar	L&T/ ABB/ C&S/ Legrand/ Havells/ Indo Asian/ Siemens/Schnieder

Note : For ISI marked makes other than KRCL approved, a prior approval of CEE/ REE / KRCL shall be obtained .